



09-30-14
14-MED-01-0077
0725-02
K31248

MASTER AGREEMENT

**A Contract for the
Worthington Schools**

**Between the
Worthington Education Support Professionals OEA/NEA
and the
Worthington Board of Education**

July 1, 2014 through June 30, 2017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLES:	
1. Recognition.....	2
2. Rights.....	3
2.1 Requests for Information	3
2.2 WESP Attendance at Public Board Meetings.....	4
2.3 WESP Participation at Professional Meetings.....	4
2.4 Office Space.....	5
2.5 Professional Development	5
2.6 Attendance at WESP Meetings.....	6
2.7 Inservice Day	6
2.8 Equal Opportunity.....	6
2.9 Professional Concern	6
2.10 School/Department-Based Planning Process.....	7
2.11 Shared Solutions Committee.....	8
2.12 Health Insurance Committee.....	8
2.13 Administration and WESP Meeting.....	8
2.14 Elementary Work Year	9
2.15 WESP President Release Time	9
2.16 Management Rights	9
3. Negotiations Procedure.....	9
4. Grievance Procedure.....	13
4.1 Definitions.....	13
4.2 Rights of the Grievant and the WESP.....	13
4.3 Time Limits.....	14
4.4 The Procedure	15
4.5 Application of this Procedure	16
5. Job Security.....	17
5.1 Evaluation of Employees	17
5.2 Disciplinary Suspension or Removal of Bargaining Unit Members	17
5.3 Lay-off and Recall Procedure	18
5.4 Buildings Merger	23
6. Terms and Conditions.....	23
6.1 Appointment	23
6.2 Probationary Period	24
6.3 Full-Time and Part-Time Defined	24
6.4 Vacancies, Reassignments and Transfers	24

6.5 Posting and Promotion Procedure.....	25
6.6 Transfer Within Classification.....	25
6.7 Review of Employee Job Assignment.....	26
6.8 Newly Developed or Modified Job Descriptions.....	26
6.9 School Closings	26
6.10 Duty Free Breaks	26
6.11 Lunch Breaks	27
6.12 Work Week.....	27
6.13 Personnel Files.....	27
6.14 Pupil Health and Safety	28
7. Leaves of Absences.....	28
7.1 Personal Leave.....	28
7.2 Sick Leave.....	29
7.3 Jury Duty.....	31
7.4 Subpoena and Summons Leave	31
7.5 Assault Leave.....	31
7.6 Disability Leave.....	32
7.7 Unpaid Leave of Absence.....	32
7.8 Child Care Leave	33
7.9 Family and Medical Leave.....	33
7.10 General Provisions	33
7.11 Voluntary Sick Leave Bank.....	34
8. Compensation and Payroll Practices.....	36
8.1 Payroll Deductions for WESP Dues	36
8.2 Fair Share Service Fee	37
8.3 Payroll Certification.....	39
8.4 Vacation.....	39
8.5 Holidays	40
8.6 Payroll Practices.....	41
8.7 Authorized Deductions	41
8.8 Payroll Options	41
8.9 Salary	42
8.10 Promotional Rate of Pay	42
8.11 Outside Experience Credit.....	43
8.12 Anniversary Dates.....	43
8.13 Bus Driver Overnight.....	43
8.14 Articles Governing Pay.....	43
8.15 Mileage	44
8.16 School Bus Drivers	44
8.17 Field Trips.....	46
8.18 Part-Time Pay Rate/Dual Employment	47
8.19 Overtime Pay	47
8.20 Training/Information for Aides/Drivers.....	48
8.21 Transportation Extra Work.....	48
8.22 Background Checks.....	48

8.23 Transportation Committee.....	48
9. Benefits	49
10. Effects/Duration.....	53
10.1 Complete Agreement	53
10.2 Conflict with Law/State Minimum Standards	53
10.3 Agreement.....	54
Educational Assistants	55
Time for Training.....	55
Attachment A Classification Salary Ranges	56
Attachment B Sick Leave Voucher	57
Attachment C Grievance Report Forms	58
Attachment D Salary Grids.....	66
Attachment E Insurance Benefits Summary.....	68

PREAMBLE

This Contract entered into at Worthington, Ohio, this 9th day of June 2014, is between the Board of Education of the Worthington City School District (hereinafter referred to as the "Board") and the Worthington Education Support Professionals OEA/NEA (hereinafter referred to as the "WESP").

ARTICLE 1

RECOGNITION

- 1.1** The Board recognizes the WESP as the sole and exclusive bargaining representative for all full-time and regular part-time employees of the school district (hereinafter referred to as "employee(s)" or the "bargaining unit") as defined herein. The bargaining unit shall include the following classifications: Assistants, Clerical, Custodial, Food Service, Maintenance, Secretarial, Administrative Support Services, and Transportation.
- 1.2** Employees excluded from the bargaining unit include those whose primary role involves selection, supervision, evaluation of classified staff or maintaining confidential records of the classified staff. Examples of excluded positions are: Field Experience Interns, Substitutes, Temporary Employees, Custodial Services Specialist, Landscape Maintenance Specialist, Financial Accounting Specialist, Food Service Specialist, Building Maintenance Specialist, Personnel Analyst, School Crossing Guard, Employee Benefits Coordinator, Secretary to the Superintendent, Secretary to the Treasurer, the Acquisition and Financial Reporting Analyst assigned to the Treasurer's Office, Technical Systems Analyst, one Network Engineer, one MacIntosh Specialist, one Database Specialist, three administrative secretaries assigned to the Office of Human Resources, Administrative Secretary to the Facilities Management Director, Transportation Specialist, all employees assigned to private and parochial schools and all other administrative and supervisory personnel as defined in 4117.01 of the Ohio Revised Code. As part of the bargaining unit, employees in their initial probationary period shall be entitled to all benefits except the termination procedures and the grievance procedures when it applies to termination.
- 1.3** Recognition of the WESP as the exclusive representative of members of the above defined bargaining unit shall be for the term of this written Contract without challenge as provided for in Section 4117.04 (A) and 4117.05 (B) of the Ohio Revised Code and will continue thereafter until a challenge is legally successful as provided for, and in strict compliance with, provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2

RIGHTS

2.1 Requests for Information

- a. The following information shall be available to the President and Vice-President of the WESP in a designated mail slot in the administrative offices.
 1. A complete copy of the agenda and enclosures for each Board meeting in advance of regular meetings. Written materials presented by the Administration at Board (other than executive sessions) meetings shall be provided at the meeting.
 2. A complete copy of the approved Board minutes and all addenda for each Board meeting.
 3. A copy of all general communications from the central administration offices to all classified employees.
 4. A copy of all memoranda to an entire job classification of employees from their immediate supervisor.
- b. The following information shall be made available to the WESP upon request:
 1. A complete copy of the Annual Appropriations Resolution when adopted by the Board.
 2. A copy of the official certificate of estimated resources and any amendments thereto.
 3. A copy of the proposed budget prior to public hearing.
 4. A copy of the adopted budget.
 5. A copy of the status of each member of the bargaining unit (full-time or part-time, what portion of full-time) and his/her date of hire (continuous employment without break in service); range and step.
- c. In the event of a special Board meeting, every effort shall be made to notify the President and Vice-President of the WESP at least twenty-four (24) hours in advance of the meeting.

2.2 WESP Attendance at Public Board Meetings

- a. The WESP shall designate one of its members to be in attendance at all public Board of Education meetings for the purpose of representing the views and positions of the WESP and not those of individual staff members. This person shall be provided a copy of all notices of meetings, enclosures, addendums, agendas, and all other documents provided to Board members for such public meetings. Such material shall be placed in a designated mail slot provided for such designee in the administrative offices and shall be placed there at the same time said materials are delivered to Board of Education members. The only exception to this provision is any document which cannot be provided without violating applicable law or is only for executive sessions.
- b. The WESP's designee may state the WESP position in all Board discussions in keeping with that meeting's agenda items.

2.3 WESP Participation at Professional Meetings

- a. The Board recognizes that there may be times when the President of the WESP or his/her representative(s) need to participate in professional activities of the WESP during the regular work day.
- b. The superintendent shall grant Worthington Education Support Professionals representatives up to a total of fifteen (15) days per school year ("WESP Leave"). The absence will be granted without loss of pay and shall not be charged to sick or personal leave. After the initial fifteen (15) days of WESP Leave have been used, an additional five (5) days of WESP Leave will be granted to WESP representatives, for staff development purposes only. The WESP may request additional days of WESP Leave beyond the additional five (5) days, which, if granted by the Superintendent or designee will require reimbursement from the WESP to the Board for the cost of any substitutes hired to take the place of absent bargaining unit members using the additional days. The Superintendent or designee shall not be required to grant WESP Leave in excess of twenty (20) days per year.
- c. The Superintendent or designee shall be notified in writing prior to the requested date for leave for such activities. When possible, this notification will be made at least five (5) calendar days in advance.
- d. The WESP may place its meetings on the Professional Development Calendar maintained in the central office on the same basis as any other group or committee.

2.4 Office Space

The District agrees to provide the WESP with an office area at one of the district facilities, to the extent that space is available. The district also agrees to loan to the WESP a desk, chair(s) and file cabinet. Any other operating equipment or furnishings are the responsibility of the WESP. The Superintendent or his/her designee shall determine the location and availability of the area.

2.5 Professional Development

The Educational Support Professional Development Committee (“ESPDC”) shall be created. The ESPDC membership shall consist of four bargaining unit members chosen by the WESP President and four administrators chosen by the Superintendent or designee. The ESPDC shall meet at such times as the committee determines but not fewer than three nor more than nine times per school year. A quorum of the ESPDC shall consist of not fewer than three WESP appointees and three Administration appointees. Approval of issues before the ESPDC shall require a two-thirds vote of the members in attendance at a proper meeting of the ESPDC. The ESPDC may adopt by-laws to govern its operations.

The ESPDC shall:

1. Establish in-service programs for staff development on those days set aside in the school calendar for staff development. Additionally, the ESPDC may, to the extent of available resources, recommend individual member training programs, subject to approval of the bargaining member’s supervisor. Such training may take place within or outside the member’s work day but any additional compensation, including tuition reimbursement in connection with such training shall be deducted from the ESPDC budget.
2. Establish quarterly orientation programs for new employees.
3. Create and maintain a listing of qualified mentors who are willing to provide voluntary mentor service as provided in this Agreement.

The ESPDC shall be allocated a budget of \$25,000.00 per year for use in connection with the programs approved or recommended by the ESPDC. Each year will begin on August 1 and conclude on July 31. Unused funds will be carried forward.

Bargaining unit members shall be responsible for eight (8) hours of job-related training each year through either programs developed or approved by the ESPDC or otherwise approved by the employee’s supervisor. Subject to committee and supervisor approval, members will be paid at the regular rate of pay for training held outside his/her regularly scheduled work time.

Bargaining unit members new to the District may, during the initial year of employment, request their supervisor to assign a job mentor. In the event of such request the ESPDC will provide a list of volunteer mentors within the same classification as the new member

and the supervisor will provide the requesting member a list of voluntary mentors deemed appropriate to the mentorship of the requesting member. The time, place, content and duration of the mentorship shall be subject to prior approval of the supervisor.

2.6 Attendance at WESP Meetings

Bargaining unit members may attend local WESP general meetings (which shall not exceed two meetings per school year). When such meetings occur during the bargaining unit member's regular work hours, such time shall be made up by the bargaining unit member during that shift, or as soon as possible as determined by the bargaining unit member's immediate supervisor. Released time to attend WESP meetings during the bargaining unit member's regular work day shall require prior notification.

2.7 Inservice Day

The school system will provide inservice programs by department or by district on a day selected by the Board and identified on the school calendar with as much notice as is practicable. Staff members may either elect to participate in the school-sponsored inservice programs or other Professional Development activities that have been pre-approved by their supervisor.

2.8 Equal Opportunity

Except as may be allowed by applicable law or state or federal regulation or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any bargaining unit member as a result of, or because of such staff member's race, color, creed, sex, age, national origin, religion, sexual orientation, disability, or membership in the WESP.

No bargaining unit member shall be required to become a member of the WESP or any other employee organization as a condition for securing or retaining employment with the Board.

2.9 Professional Concerns

A staff member or group of staff members who have a professional concern have the right to seek resolution by first bringing it to the attention of their immediate supervisor on an informal basis. If resolution is not reached at this level then the staff member(s) have the right to place this professional concern in writing to the appropriate Central Office administrator and to the WESP President, who shall respond to the staff member(s) in writing of his/her decision within ten (10) working days. If resolution is not reached at this level, the staff member(s) have the right to place this professional concern in writing to the Superintendent within ten (10) days of receipt of the administrator's

response. The Superintendent shall respond in writing to the staff member's(s') professional concern within ten (10) working days.

The WESP President or his/her designee will be notified of any professional concern not resolved at the immediate supervisor's level when the staff member(s) proceed past this level.

There shall be no appeal after the Superintendent level and concerns presented under this provision are not subject to the grievance procedure.

2.10 School/Department-Based Planning Process

The Board and the WESP agree that giving staff members increased responsibility for sharing decisions fosters the collegial exchange of ideas necessary for effective professional practice and enhancement of learning. In support of the process of school/department based planning, each school/department will develop procedures for planning and decision-making which engage administrators, teachers, support staff, parents, community members and students where appropriate in planning, gathering and analyzing data, proposing, implementing, evaluating solutions and making decisions in the best interest of the individual school/department. This procedure will enable decisions to be made at the level closest to implementation and will ensure classified staff members will share in the making of decisions which directly affect them. The procedures are intended to facilitate the school/department-based planning process and not to slow or limit progress.

Realizing that school/department-based planning requires additional resources and effort for successful implementation, the Board of Education and the WESP are committed to providing and participating in the training necessary for the staff members to work effectively and efficiently as part of a team. Additionally, the Board and WESP agree to work together cooperatively in resolving issues which may require consideration for changes in the Master Agreement or Board policies.

If a waiver from the Board's policies and rule is recommended, the waiver request must be submitted to the superintendent and the Board of Education for denial or approval. If a waiver of an article or provision in the Master Agreement is recommended by the school/department team, the WESP's Executive Board and the Board must officially approve or disapprove the waiver request. Waiver requests made to the Board and the WESP executive board must be approved or denied within six weeks of submission.

Waivers of board policies and the Master Agreement expire annually and must be renewed according to the described procedure. School/department-based decisions which vary from the Master Agreement shall not be considered past practice for purposes of determining the intent or meaning of the Master Agreement.

2.11 Shared Solutions Committee

The Shared Solutions Committee consists of two members of the Board of Education, the superintendent and up to four district administrators designated by the superintendent, the Worthington Education Support Professionals (WESP) president and up to four WESP representatives as designated by the WESP president and representatives of the Worthington Education Association (WEA) in accordance with the terms of their agreement with the Board. The Shared Solutions Committee will meet not less than once per month, unless mutually agreed by the WESP President and Superintendent/designee, to consider issues of mutual concern regarding school operations and such other matters as are committed to the consideration of the Shared Solutions Committee by this Agreement.

2.12 Health Insurance Committee

A Health Insurance Committee shall be established and maintained with three (3) representatives appointed by each employee association and three (3) representatives appointed by the Superintendent.

The purpose of the Committee shall be to make recommendations designed to optimize the quality of health care available to district employees and improve cost effectiveness of the health insurance program. Committee members shall review data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.

The Committee is not empowered to unilaterally make changes in health care benefits without ratification by the WESP and approval by the Board. The creation of the Health Insurance Committee does not diminish or in any way reduce the Board's and WESP's rights or responsibilities.

2.13 Administration and WESP Meeting

Upon request by the WESP, the Administration and the WESP shall hold at least one monthly meeting. The purpose of these meetings is to share information, discuss concerns and when possible resolve issues of concern. These meetings shall be attended by up to three (3) representatives of the Administration and up to three (3) representatives of the WESP. These representatives shall be selected when needed and the WESP shall select representatives from the WESP and the Administration shall select representatives from the Administration. By mutual agreement from time to time others may be invited to attend these meetings. Minutes of each meeting shall be taken and approved by the WESP and Administration.

2.14 Elementary Work Year

The work year for one elementary school/financial secretary per elementary building will include ten days at the end of each school year and will also include up to forty (40) hours (or the equivalent thereof) of assigned duty on the part of elementary building assistant(s) per building at the beginning of each school year.

2.15 WESP President Release Time

The WESP President shall be given paid release time equal to one scheduled workday per week for the performance of WESP duties. The Board will pay for the cost of any necessary substitute up to a total cost of \$2,300 per school year. The WESP shall be responsible for all substitute costs in excess of \$2,300 per school year.

2.16 Management Rights

The Board retains all rights to manage, direct and control its business, except as limited by the specific written terms of this Agreement. Management rights shall include, but not be limited to, the right to administrative control of the school system, the right to direct the work force, to determine duties, to assign, transfer, and promote employees, to schedule days and hours of work of employees, to hire, discharge and discipline employees.

The exercise of the foregoing 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 the Agreement and Ohio Statutes, and then only the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio.

ARTICLE 3

NEGOTIATIONS PROCEDURE

- 3.1** Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2) (6) and any other procedures to the contrary. Nothing herein shall be construed as to limit the rights of the WESP set forth in Ohio Revised Code Section 4117.14 (D) (2) after utilizing provisions of this Article. This procedure shall remain in effect until amended or terminated by the parties and shall govern the negotiation of a successor agreement. Either party may propose changes to this procedure as part of their initial bargaining proposals pursuant to 3.5 (a) below.

3.2 The scope of bargaining by and between the Board and the WESP shall be related to matters of wages, hours, term and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

3.3 "Bargaining Collectively" and "Good Faith" Definitions

- a. To "Bargain Collectively" means to perform the mutual obligation of the Board, by its representative, and the representatives of the WESP, to negotiate in Good Faith at reasonable times and places with respect to matters set forth in 3.2 above. This includes executing a written contract incorporating the terms of any agreement reached.
- b. "Good Faith" shall mean the WESP and the Board shall be willing to honestly, freely and openly discuss each other's proposals. Good faith requires both parties to recognize collective bargaining as a process of sharing and reacting to each other's proposals. If a proposal is unacceptable to one of the parties that party is obligated to give its reason(s) and/or offer counter-proposals. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession. By the same token, collective bargaining is a process to help promote stability in the relationship and a method of achieving some resolution of those matters of concern.

3.4 The collective bargaining representatives of each party shall consist of not more than seven (7) individuals.

3.5 The Negotiations Procedure

- a. Pursuant to Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than ninety (90) calendar days prior to the expiration of the existing agreement.
- b. The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing agreement, or negotiating a successor agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.
- c. Upon receipt of the notice specified in (a) above, the parties shall enter into collective bargaining.
- d. Meetings shall be held at the reasonable request of either party; however, the initial meeting shall be held not later than seventy-five (75) calendar days prior to the expiration of the existing Agreement.

- e. The parties shall continue in full force and effect all the terms and conditions of the existing collective bargaining agreement, without resort to strike or lock-out until the expiration date of the collective bargaining agreement or any mutually agreed extension thereof.
- f. All proposals for negotiations shall be complete and in writing and exchanged at the first collective bargaining meeting between the parties, unless mutually agreed to otherwise.
- g. Those Articles in the existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of the next collective bargaining Agreement.

3.6 The Negotiations Responsibility

- a. Either party may call upon a professional or a lay representative to make presentations of reasonable duration to the other party concerning matters then under discussion.
- b. All negotiations meetings shall be private and closed to all parties except the negotiating teams and any consultants and observers admitted pursuant to 3.6 (a) above and 3.7 (f) below. There shall be no releases to the media concerning any aspect of negotiations unless by mutual agreement.
- c. In a timely fashion the Board shall furnish to the WESP, upon reasonable request, information in such form as it exists, which would assist the WESP in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The WESP shall furnish to the Board's negotiating representatives, upon reasonable request, information in such form as it exists, that would assist the Board in analyzing WESP proposals.

3.7 The Negotiations Process

- a. Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party an opportunity to caucus. The caucus shall be restricted to a maximum of thirty (30) minutes unless both parties agree to an extension.
- b. Request for information from either team during negotiations shall be made through the respective negotiation representatives.
- c. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the chair of each party. Each party may determine the number of matters included in an "item."

- d. When an Agreement is reached on all issues proposed, each party's negotiation representatives shall respectively urge and recommend the adoption of such Agreement which shall be reduced to writing and submitted to the WESP membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the WESP and the Board, the Agreement shall become a binding collective bargaining agreement between the WESP and the Board and shall supersede any Board policy, rule, or regulation that may conflict with any term or condition of the Agreement.
- e. Approval by either the Board or the WESP occurs when a majority (50% + 1) of the members of each of the parties votes in favor of the Agreement. Otherwise the tentative Agreement is rejected.
- f. The Board and the WESP may admit observers to negotiation meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiation meetings. The Board observers are restricted to present/elect Board members and supervisors as defined in Article 1 of this Agreement. The WESP observers are restricted to members of the bargaining unit as defined in Article 1 of this Agreement.

3.8 Inability to Reach Agreement

- a. If agreement is not reached within forty-five (45) calendar days of the first collective bargaining meeting in lieu of requesting the State Employment Relations Board (SERB) to intervene as provided in Section 4117.14 (C) (2), the parties agree to submit a joint written request to the Federal Mediation Conciliation Service (FMCS) for a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an alternate mediation service. Nothing herein shall prevent the parties from mutually agreeing to continue negotiations without mediation assistance.
- b. The mediator shall have the authority to hold bargaining sessions and to confer with any person deemed necessary to resolve the impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.
- c. If agreement is not reached on unresolved issue(s) by the tenth (10th) calendar day prior to the expiration of the existing agreement or any mutually agreed extension thereof, the WESP may give a written ten (10) day notice of an intent to strike to the Board and to the State Employment Relations Board (SERB) in keeping with Section 4117.14 (D) (2) of the Ohio Revised Code.

- d. Nothing herein shall be construed to prohibit the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 Definitions

- a. A "grievance" is an alleged violation, misinterpretation or misapplication of an express term of the Master Agreement between the Board and the WESP. No dispute concerning any matter within the jurisdiction of the Worthington Appeals Board under Section 124.34 of the Ohio Revised Code and Rule XIV of the Worthington Civil Service Rules shall be grieved.
- b. A "grievant" may be a member, a group of bargaining unit members, or the WESP. Where more than one bargaining unit member is a grievant, each shall sign the grievance.
- c. The "immediate supervisor" shall mean the non-bargaining unit member who has immediate administrative line authority over the affected grievant.
- d. A "class grievance" shall mean a group of members of the bargaining unit, and/or the Association, who allege(s) a violation, misinterpretation or misapplication of the parties' agreement. A class grievance shall be signed by the Association President or his designee and shall identify those bargaining unit members who are party to the grievance.

4.2 Rights of the Grievant and the WESP

- a. A grievant at his/her request may be represented by the WESP at all formal and informal steps. A grievant may have grievances adjusted without the WESP intervention, as long as the adjustment is consistent with the terms of the Agreement. The WESP shall have the opportunity to be present at all grievance meetings including those during which grievance adjustments are discussed.
- b. The purpose of this procedure is to secure, through the lowest level administrator having authority to resolve the grievance, an equitable solution to the grievance. The parties agree that grievances will be kept as confidential as is permitted by law and processed as expeditiously as possible.

- c. The Board through its administrative staff will provide the WESP all available pertinent data and material requested by the WESP to permit the processing of a grievance in a timely fashion.
- d. A grievant may withdraw a grievance at any level without record. Once withdrawn, the grievant is barred from refiling that grievance.
- e. Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the use of this procedure. No reprisal shall be made against any party involved in the use of this procedure.

4.3 Time Limits

- a. The number of days specified at each step in this procedure shall be the maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.
- b. If the grievant does not file a grievance in writing within thirty (30) days after the act or conditions upon which the grievance is based, the grievance shall be considered waived.
- c. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.
- d. Failure at any step of these procedures to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level unless the time limits are extended in keeping with 4.3 (a).
- e. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, if it affects a group or class of bargaining unit members or if it affects the WESP, it may be initiated at Step II.
- f. Except at the arbitration step, each meeting held pursuant to these procedures shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting will be held at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the work day whenever possible.
- g. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

- h. All notices of hearings, dispositions and grievances, written grievances, and appeals shall be in writing and hand delivered or emailed to the Grievant and the WESP President, or just the WESP President if the grievance is a class action grievance.

4.4 The Procedure

- a. Informal Procedure

A grievance shall be verbally presented to the grievant's immediate supervisor in an attempt to resolve it. Prior to the presentation of a grievance, the grievant shall inform the immediate supervisor that he/she is presenting a grievance at the informal step to provide adequate time for the grievant or the immediate supervisor to notify the WESP so that appropriate WESP personnel are afforded the opportunity to attend such meeting.

- b. Formal Procedure

Step I

If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance within thirty (30) days after the act or the condition upon which the grievance is based by submitting a formal written Grievance Form Step I to the Superintendent's designee and to the WESP's Grievance Committee Chairperson. Within five (5) days after receipt of the Step I form, the Superintendent's designee shall write a disposition of the grievance by completing the Step I form and returning a copy to the grievant, the WESP's Grievance Committee Chairperson and the Superintendent within five (5) days after such meeting.

Step II

If the grievant is not satisfied with the written disposition at Step I, the grievant may appeal the grievance to the Superintendent within five (5) days after receipt of the Step I written disposition by submitting a Step II form to the Superintendent and the WESP's Grievance Committee Chairperson. Within five (5) days after receipt of the Step II form, the Superintendent shall meet with the grievant. The Superintendent shall write a disposition of the grievance by completing the Step II form and returning a copy to the grievant, the WESP's Grievance Committee Chairperson and the Superintendent's designee within five (5) days after such meeting.

Step III

If the grievant is not satisfied with the written disposition at Step II, the grievant may appeal the grievance to the Board within five (5) days after receipt of the

Step II written disposition, by submitting a Step III form to the Superintendent and the WESP's Grievance Committee Chairperson. The Superintendent, in turn will submit the form to the Board. The Board will meet with the grievant at the next Board meeting that is at least five (5) days after the Superintendent's receipt of the Step III form. The meeting shall be held in executive session unless otherwise required by law. The Board's disposition shall be in writing and returned to the grievant, the WESP's Grievance Committee Chairperson, the Superintendent, the Superintendent's designee, and the immediate supervisor within five (5) days after such meeting.

Step IV

With the concurrence of the WESP, a grievant may appeal a Step III grievance disposition by having the WESP submit a demand for arbitration form to the American Arbitration Association within five (5) days after receipt of the Step III disposition. A copy of said demand form will be sent to the Superintendent at the same time as the original is sent to AAA. The arbitrator will be selected from a list of nine (9) arbitrators by the alternate strike method. A toss of a coin shall determine who strikes first. Either party may request a second list of arbitrators prior to alternate striking names. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the award within such times as may be agreed upon. The award shall be in writing and a copy sent to all parties present at the hearing. The award of the arbitrator shall be binding on the Board, the WESP and the grievant.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, which alters or amends this Agreement, or which is contrary to law. The arbitrator shall confine himself/herself to the precise issues submitted to arbitration.

The costs and expenses of the arbitrator and the fees of the American Arbitration Association shall be borne by the losing party. If there is no clear "losing" party as determined by the arbitrator, he/she shall apportion the costs and expenses between the parties.

4.5 Application of this Procedure

Nothing contained in this procedure shall be construed as limiting the individual rights of a classified staff member or the WESP having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, to seek legal redress under applicable law, or to seek other redress in keeping with any applicable rule or regulations established by the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code. However,

this procedure shall be the sole and exclusive method of resolving complaints within the definition of "grievance" and no matter covered by this agreement may be taken to the Worthington Personnel Appeals Board or the State Employment Relations Board.

ARTICLE 5

JOB SECURITY

5.1 Evaluation of Employees

- a. All bargaining unit members shall be evaluated at least twice during their probationary employment period by the employee's immediate supervisor.
- b. All bargaining unit members shall receive a written evaluation at least once each year by the employee's immediate supervisor. Each building and department will maintain a file of current classification descriptions. All newly hired employees shall be furnished with a classification description at the time of hire.
- c. Annually, each employee will meet with his/her supervisor to review the normal duties and expectations of the employee's job assignment. In the event that those duties are significantly changed during the course of the school year, a meeting will be held to update the employee on the changes.
- d. In the case of probationary and annual evaluations, the employee's immediate supervisor shall discuss each evaluation with the employee being evaluated. The immediate supervisor and the employee will annually discuss typical tasks and expectations on which the evaluation will be based. The employee may sign each evaluation. The employee shall sign a certificate stating that the employee has had the opportunity to read the evaluation. The employee shall receive a copy of all written evaluations by the employee's supervisor.
- e. During the employee's probationary period the Board shall have the sole discretion to discipline or discharge probationary employees, and any such action shall not be appealable through any grievance or procedure herein contained.
- f. Evaluations shall include consideration of the employees' actual work performance as well as compliance with all expectations of the position and rules and regulations of the Board. No part of an evaluation shall be based on unsubstantiated third party comments.

5.2 Disciplinary Suspension or Removal of Bargaining Unit Members

Any member of the bargaining unit who has successfully completed the probationary period shall be given notice and the reason(s) for any disciplinary suspension without pay or termination prior to the imposition of discipline. Disciplinary suspensions for three (3)

work days or less are not subject to appeal. Disciplinary suspensions for more than three (3) work days (“long term suspension”) or termination of employment may be appealed as provided in this Article.

Within five (5) work days of the notice of long term suspension or termination, the employee may file a written appeal. The appeal shall be made, in writing, to the Worthington Personnel Appeals Board. Any such appeal shall be governed by the regulations governing the appeal of classified employee terminations to the Personnel Appeals Board. The decision of the Personnel Appeals Board shall be final, subject to any subsequent review by the Court of Common Pleas of Franklin County. No grievance may be filed with respect to any disciplinary suspension or termination.

As used in this Article, "working" or "work day" means a day on which the administrative offices of the board are scheduled to be open.

5.3 Lay-off and Recall Procedure

- a. If the Board determines it is necessary to reduce the number of permanent employees in a job classification because of abolishment of positions, lack of funds or lack of work, the following procedures shall govern such lay-off in lieu of the procedures in Section 124.321 - 124.328 of the Ohio Revised Code and Rule XIII of the Worthington Civil Service Rules.
- b. The number of employees affected by reduction in force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire or otherwise vacate a position.
- c. Whenever it is necessary to lay-off employees for reasons set forth above, the following order of preference shall be followed within each classification: a) full- and part-time provisional employees shall be laid off first; b) full- and part-time probationary employees shall be laid off next; c) part-time permanent (fewer than six (6) hours per day) employees shall be laid off next; d) full-time permanent employees (six (6) hours per day or more) shall be laid off next. Within each classification or classification series, employees shall be laid off in the order of seniority in the affected classification with the least senior employee within the classification or classification series laid off first. Seniority shall be calculated from the most recent date of hire in the current job classification series. A seniority list will be submitted to the WESP president by February 15 of each year. Any challenge to the stated seniority must be presented, in writing not later than ten (10) working days after submission of the seniority list. All unchallenged seniority shall be deemed valid for all purposes. If two or more employees have identical seniority, the tie shall be broken by lot. Approved leaves of absence shall not be considered a break in service. Approved unpaid leaves of absence greater than ten (10) cumulative work days per calendar year shall not be counted toward seniority. Employees who have been absent by reason of a work-related injury for which workers' compensation benefits have been awarded and paid may, upon

return to duty, be credited with seniority for the time of absence. Any employee desiring seniority credit for work-related injury absence must request such credit by written application to the Human Resources Department. For purposes of this section, a calendar year begins on August 1 and ends on July 31.

- d. The job classifications to be used in the event of a lay-off are those set forth in Section 5.3(f). The Board shall determine in which classification any lay-off shall occur and the number of employees to be laid off. In the event an employee is laid off, that employee will be given priority on the substitute list for which he/she is qualified.
- e. An employee with seniority may displace the least senior employee in the same classification or if an employee is not more senior in the same classification the employee may displace the least senior in the next lower classification in the same classification series. The process where an employee with seniority may displace the least senior employee in the next lower classification, in the same series, will continue until there is no more classifications in that series for the employee to displace. Classification series are defined in 5.3(f). An employee may displace another employee in a different classification series if that employee has previously been employed in that classification series as a regular, District employee if all of the following conditions are met:
 - (1) the employee lacks seniority in the classification series of employment at the time of the reduction in force,
 - (2) the employee has seniority in a previous classification series, and
 - (3) the employee is qualified for employment in the previous classification series, both with respect to necessary licensure and physical qualifications to perform job duties in the previous classification,
 - (4) Employees may not bump into a position having a greater number of hours than were assigned the employee in the classification held prior to the exercise of bumping rights.

Seniority is calculated on length of service from the most recent date of hire, adjusted for leaves of absence. Classification seniority means length of continuous service in a classification series, adjusted for leaves of absence.

- f. The classification series are as follows:

Custodial Services:

- 1. Head Custodian
- 2. Custodian

Financial Services:

- 1. Financial Associate
- 2. Payroll Associate
- 3. Data Entry Associate

District Food Services:

1. Food Service Manager
2. Cook Manager
3. Food Service Associate

District Maintenance Services:

1. Technical Trades Worker
2. Building Maintenance Worker
3. Landscape Maintenance Worker

Mechanic Services:

1. Head Mechanic
2. Mechanic

Secretarial Services:

1. Administrative Secretary
2. School Financial Secretary
3. District Secretary

The following positions represent classifications for which there are no series:

1. Bus Driver
2. Copy Center Operator
3. Delivery/Warehouse Worker
4. Desktop Technology Technician
5. Educational Assistant
6. Food Service Support Associate
7. Hardware Support Specialist
8. Instructional Technology Integration Leader
9. Network Specialist
10. Special Education Attendant
11. Special Education Preschool Attendant
12. Stage Craft Production Technician
13. Technical Systems Information Assistant
14. Technical Systems Operator Support Specialist
15. Transportation Dispatcher
16. Weightroom Technician
17. Digital Technology Support
18. Application Support Specialist
19. Testing Specialist
20. Auditorium Services/Theater Maintenance Trainer

- g. The Superintendent or Superintendent designee shall prepare a reinstatement list for any classification in which a lay-off occurs. Employees who are laid off pursuant to this Article shall be recalled in the order of preference group and seniority to positions within the classification in which they were employed when

laid off. (For example, the most senior full-time permanent employee laid off in a classification would be recalled first.)

- h. An employee who is laid off shall remain on the recall list for eighteen (18) months unless he/she waives recall rights in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within seven (7) calendar days after written notice of recall is sent by certified mail. The employee is responsible for notifying the Board of his/her current address. The Board has complied with this provision when it sends notice of recall to that address. If recalled from lay-off, an employee shall retain all previously accumulated seniority, but time spent on lay-off shall not count as experience for pay purposes.
- i. The Board may deviate from seniority when necessary to meet the requirements of Article 2.8 (Equal Opportunity).
- j. Whenever it is necessary to lay-off assistants, including Intervention Assistants, the following order shall be followed: a) part-time assistants who are serving in a probationary period; b) full-time assistants who are serving in a probationary period; c) part-time assistants who have passed their probationary period; and d) full-time assistants who have passed their probationary period. For the purposes of this section, full-time is defined as six (6) regularly scheduled hours per day or greater. Within each group, employees shall be laid off in the order of seniority with the least senior employee within the group laid off first. Seniority shall be calculated from the most recent date of hire as an assistant. If two or more employees have identical seniority, the tie shall be broken by lot. Approved leaves of absence shall not be considered a break in service. Approved unpaid leaves of absence greater than ten (10) cumulative work days per calendar year shall not be counted toward seniority. Assistants who have been absent by reason of a work-related injury for which workers' compensation benefits have been awarded and paid may, upon return to duty, be credited with seniority for the time of absence. Any assistant desiring seniority credit for work-related injury absence must request such credit by written application to the Human Resources Department. For purposes of this section, a calendar year begins on August 1 and ends on July 31.

For purposes of this section, groups for assistants are as follows:

- Group A. Media Assistants and Computer Lab Assistants
- Group B. Building/Instructional Assistants
- Group C. Student Monitor/Attendance Assistants and Alternative Learning Site Assistants
- Group D. Transition Coach Assistants

- Group E. Health Office Assistants
- Group F. Educational Interpreters
- Group G. Parent Mentors
- Group H. Intervention Assistants

An assistant may displace another employee in a different group or classification series if that employee has previously been employed in that group or classification series as a regular District employee if all of the following conditions are met:

- (1) the employee lacks seniority in the group at the time of the reduction in force,
- (2) the employee has seniority in a previous classification series (example District Food Service) or group (example Group A Media Assistant), and
- (3) the employee is qualified for employment in the previous classification series, or group both with respect to necessary licensure and physical qualifications and all other qualifications as determined by the Board to perform job duties in the previous classification,
- (4) Employees may not bump into a position having a greater number of hours than were assigned the employee in the classification held prior to the exercise of bumping rights.
- (5) Employees may not bump into a position within their group unless they meet all of the qualifications for the position, as determined by the Board.

Seniority is calculated on length of service from the most recent date of hire, adjusted for leaves of absence. Classification and group seniority means length of continuous service in a classification series, adjusted for leaves of absence.

Assistants laid-off under this section shall have recall rights as provided in section 5.3(g) and 5.3(h).

Assistants who are employed as a Special Education Assistant, shall be allowed to displace less senior Special Education Assistants only. Employees may not bump into a position within their group unless they meet all of the qualifications for the position, as determined by the Board. Special Education Assistants who are laid off will be placed on a recall list as provided in section 5.3(h).

Whenever it is necessary to lay-off Special Education Assistants, the following order shall be followed: a) part-time assistants who are serving in a probationary

period; b) full-time assistants who are serving in a probationary period; c) part-time assistants who have passed their probationary period; and d) full-time assistants who have passed their probationary period. For the purposes of this section, full-time is defined as six (6) regularly scheduled hours per day or greater. Employees shall be laid off in the order of seniority with the least senior employee laid off first. Seniority is calculated on length of service from the most recent date of hire, adjusted for leaves of absence. If two or more employees have identical seniority, the tie shall be broken by lot. Approved leaves of absence shall not be considered a break in service. Approved unpaid leaves of absence greater than ten (10) cumulative work days per calendar year shall not be counted toward seniority. Assistants who have been absent by reason of a work-related injury for which workers' compensation benefits have been awarded and paid may, upon return to duty, be credited with seniority for the time of absence. Any assistant desiring seniority credit for work-related injury absence must request such credit by written application to the Human Resources Department. For purposes of this section, a calendar year begins on August 1 and ends on July 31.

Intervention Assistants who are laid off will be subject to recall to a vacant Intervention Assistant position for a period of eighteen (18) months from the date of layoff, as provided in section 5.3(h) of this article, provided the laid off Intervention Assistant is qualified for the vacant position. It shall be the responsibility of the Intervention Assistant to notify the District of any change in qualifications during any period of layoff.

5.4 Buildings Merger

In the event of a merger of two school buildings that results in the displacement of one or more employees assigned to either of the merged buildings, the least senior person within each affected classification shall be displaced. Any employee displaced may exercise such bumping rights as are available under Section 5.3.

ARTICLE 6

TERMS AND CONDITIONS

6.1 Appointment

The procedures in this agreement shall supersede all provisions in Chapter 124 of the Ohio Revised Code applicable to bargaining unit employees, except as to reduction, suspension, removal and appeal as provided in Section 124.34 of the Ohio Revised Code and Rule XIV of the Worthington Civil Service Rules.

6.2 Probationary Period

Each newly hired employee shall serve a probationary period of two (2) work years from the date of initial employment. Any promoted employee shall serve a probationary period of one (1) year from the date of promotion. During the probationary period, an employee may be suspended or terminated and the procedures in Section 124.34 of the Ohio Revised Code and Rule XIV of the Worthington Civil Service Rules shall not apply. Prior to the termination of employment during a probationary period for performance issues, the employee shall have had at least one (1) evaluation, provided that the employee was reasonably available to be evaluated. No evaluation is required prior to termination for misconduct. After completing his/her probationary period, an employee shall become a permanent employee.

Employees moving from a part-time status to full-time status within the same classification of work shall serve a probationary period of forty (40) work days. The same regulations governing the portions of the probationary period in the previous paragraph apply to this probationary period.

6.3 Full-Time and Part-Time Defined

A full-time employee is an employee who is scheduled to work at least thirty (30) hours per week. A regular part-time employee is an employee who is scheduled to work less than thirty (30) hours per week.

6.4 Vacancies, Reassignments and Transfers

A position in the bargaining unit shall be defined as vacant when any of the following conditions occur: a.) a bargaining unit member leaves employment as a result of termination, resignation, disability or other unpaid leave for a duration of thirty (30) or more consecutive calendar days, failure to return to duty following the conclusion of an FMLA leave pursuant to section 7.9 of the Agreement or a disability or unpaid leave of absence awarded pursuant to Sections 7.6 (Disability Leave) and 7.7 (Unpaid Leave of Absence) of the Agreement or death; b.) a bargaining unit member transfers or is reassigned to another bargaining unit position; c.) a bargaining unit member accepts a non-bargaining unit position.

A reassignment is defined as a change in position within the same classification, within the same status (full-time/part-time) and within the same building or department. When a vacancy in a building or department is to be filled during the time school is in regular session, the immediate supervisor shall notify all employees in the building or department with the same classification and status as the vacancy to be filled, that the vacancy exists. The notification shall give opportunity for current employees in the same classification and status to indicate their interest in the position. Eligible employees have three (3) work days to indicate their interest in the position in writing to the principal/supervisor. When school is not in session, it is the employee's responsibility to notify the immediate

supervisor in writing of interest in reassignment to any potential positions that may occur during the time school is not in session.

A voluntary transfer is defined as an employee initiated change to a different location, within the same classification and status.

An involuntary transfer is defined as an employer initiated change to a different location or department in a position within the same classification or classification series and status. Any employee involuntarily transferred shall be given written reason(s) for such transfer.

6.5 Posting and Promotion Procedure

When the administration determines that a vacant position is to be filled and after the reassignment process is completed, a notice of the vacancy shall be sent to each employee via email and shall remain open for application for a period of three (3) work days. The written job posting will include the classification for the position, general job qualifications, the location and shift, typical tasks of the position, a reference to a source of additional information, the posting date, and the posting expiration date.

Posting shall be made by publication of the vacant position posted on the District Intranet, including e-mail to each building and Department site. During this posting period employees may indicate to the Director of Human Resources or his/her designee, their desire for the vacant position. The intent for the position may be verbal, but such request must be immediately followed by a written request.

The Director of Human Resources, at the direction of the Superintendent, shall have the sole discretion to determine whether a vacant position shall be filled and when it shall be filled. All bargaining unit members who apply for any posted position shall be notified of the result of their application.

All currently employed candidates who meet the general qualifications for posted positions will be considered prior to the selection of a candidate not currently employed by the district.

6.6 Transfer Within Classification

When the most senior employee applicant within a classification is denied a transfer to a vacancy within his/her job classification, a conference will be held between the employee and the Director of Human Resources, if the employee so requests within five (5) days. At such conference, the employee shall be given such reason(s) why he/she was not granted the transfer. Such reason(s) shall not otherwise be used to the employee's detriment. The Director of Human Resources shall have the final authority to make all transfers within a classification and his/her decision shall not be grievable. However, compliance with the procedural requirements of this section are subject to the grievance articles.

6.7 Review of Employee Job Assignment

Employees may request to meet with their supervisor to review the normal duties and expectations of the employee's job assignment. Thereafter, the supervisor will meet with the employee within five (5) work days. In the event that those duties are significantly changed during the course of the school year, a meeting will be held to update the employee on the changes.

6.8 Newly Developed or Modified Job Descriptions

The WESP President will be provided with a copy of new or modified bargaining unit member job descriptions.

6.9 School Closings

For the first three (3) calamity days of the school year when the Superintendent of Schools declares all the schools of the district closed due to a calamity, employees need not report to work except as provided below. As required by Ohio law, such employees will be paid for time lost when school is closed due to a calamity. All employees shall report to work on the following:

- the fourth (4th) calamity day and any calamity day thereafter; and,
- any days when there is a school-specific closing, but not a District-wide closing.

If an employee is required to work by his/her supervisor, and does work on a day when school is closed due to a calamity on any or all of the first three (3) calamity days of the school year, that employee will receive compensation for all hours worked at the rate of time and one-half (1.5) of the applicable rate of pay. The two-hour minimum call-in pay guarantee of Section 8.14(b) will be applicable to employees called in to work on any or all of the first three (3) calamity days of the school year. Employees will be paid their regular rate for any day that is made up beyond the first three (3) District-wide calamity days, provided that the make-up days are not part of their regularly scheduled contract year. Staff residing in another county that is declared to be under a Level 3 Emergency which does not permit non-emergency travel will be permitted to use a personal, vacation, or unpaid day.

6.10 Duty Free Breaks

All regular full-time bargaining unit members shall be entitled to two (2) paid fifteen (15) minute duty-free breaks per working day. All regular part-time bargaining unit members shall be entitled to one (1) paid fifteen (15) minute duty-free break per working day.

6.11 Lunch Breaks

All regular full-time bargaining unit members, except eight-hour custodians, shall be entitled to an unpaid thirty (30) minute duty-free lunch period each working day. Eight hour custodians assigned to duty when students are in session during the regular school year shall have a paid thirty (30) minute lunch period during which the custodians shall be on-call. When students are not in session, eight-hour custodians shall have an unpaid thirty (30) minute duty-free lunch.

6.12 Work Week

The typical work week for each bargaining unit member shall be a schedule of five consecutive work days.

6.13 Personnel Files

- a. The personnel file of each bargaining unit member shall be maintained in the Board Office.
- b. A bargaining unit member shall have access at reasonable times to his/her personnel file upon notice to the Superintendent or his/her designee. A representative of a classified staff member shall have access to said member's personnel file when the member requests such access in writing to the Superintendent or his/her designee.
- c. All materials which are placed in the personnel file of a bargaining unit member shall include a notation of the date the item was placed in such file and the dated signature of the supervisor placing said material in the file.¹ The bargaining unit member shall sign a statement acknowledging that he/she has been given the opportunity to read the material to be placed in the personnel file. Such statement shall be attached to the material being placed in the file. In addition, such bargaining unit member shall have the right to attach a written statement of reply to any material placed in his/her personnel file.
- d. At no time, under any circumstances, shall the personnel file of a bargaining unit member be opened to the public except as required by section 149.43 of the Ohio Revised Code.
- e. Items in a bargaining unit member's personnel file shall be accurate, relevant, timely and complete.

¹ This provision shall apply only to materials placed in bargaining unit members' personnel files after January 1, 1995.

- f. If the staff member feels an item is inaccurate, irrelevant, untimely or incomplete, he/she either may call for an investigation in accordance with Ohio Revised Code Section 1347.09 or submit to the provisions of the Grievance Article, contained in the contract, but not both.
- g. After a disciplinary incident has been documented in the personnel file for a minimum of two (2) years and if no further disciplinary incidents of a similar nature have been documented, an employee may request that the immediate supervisor place a notation in the personnel file that indicates no further incidents of a similar nature have been documented to that time.

6.14 Pupil Health and Safety

All members of the bargaining unit share responsibility for the emergency health and safety needs of students.

Intensive medically-related intervention procedures for seriously impaired students such as catheterization, scheduled injections of medications by syringe or needle, tube feedings and suctioning of tracheotomies shall, except in emergency circumstances, be the responsibility of Special Education Attendants and Special Education Assistants.

ARTICLE 7

LEAVES OF ABSENCES

7.1 Personal Leave

- a. Full-time and regular part-time bargaining unit members shall be granted three (3) non-accumulative, unrestricted personal leave days each scheduled work year except as described in 7.1(d). A bargaining unit member shall submit a request for such leave to the Superintendent or his/her designee five (5) working days prior to the requested leave date. In an emergency situation only pre-notification to the Superintendent or his/her designee shall be required. Any year is defined as beginning August 1 and ending July 31.
- b. No more than four (4) bargaining unit members from any one department may use a personal leave on a given day. For purposes of this article, department shall be defined as one of the following areas: custodial, maintenance, transportation, food service, assistant, and secretarial. Prior notification shall be recorded in the order in which it is received. In the event of an emergency situation, the Superintendent or designee may approve personal leave exceeding these levels.
- c. Personal leave shall not be used in conjunction with any other paid and/or unpaid leaves or be taken on the first day of school or the day before or after a school

vacation except under extraordinary circumstances and upon the prior permission of the Superintendent or his/her designee.

- d. An employee hired on or after August 1st will be granted one day of personal leave when they are hired. Subsequent personal leave days will be granted one on December 1st and one on April 1st.
- e. An employee hired after December 1st will be granted one day of personal leave when hired. A subsequent personal leave day will be granted April 1st.
- f. An employee hired after April 1st will be granted one personal leave day.
- g. At the completion of the school year (July 31st), any and all personal leave which has not been used will be converted to sick leave days.
- h. A bargaining unit member who has used no sick leave or unpaid leave in a scheduled work year (as defined in section 7.1(a)) will be granted two (2) additional personal leave days for the subsequent year. A member who has used three (3) or fewer days of sick leave and no unpaid leave in the preceding year will be granted one (1) additional personal leave day for the subsequent year. All such additional personal leave accrual and use will be subject to the provisions of this article. The use of up to three (3) days of sick leave due to the death of a member of a bargaining unit member's immediate family will not disqualify the bargaining unit member from the receipt of an additional personal leave day(s) under this section.

7.2 Sick Leave

- a. Upon approval of the Superintendent or his/her designee, sick leave may be used for personal illness, injury, absence due to illness or death in the bargaining unit member's immediate family, exposure to contagious disease which could be communicated to others, or pregnancy. Immediate family is defined as including husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren or dependent living in the home of the bargaining unit member. Sick leave may also be used, in addition to those listed above, for significant others with the pre-approval of the Superintendent or his/her designee.
- b. Full-time bargaining unit members shall be credited with sick leave at the rate of one and one-fourth (1 - 1/4) days per month up to a maximum of fifteen (15) days per year. Bargaining unit members new to the district shall be advanced five (5) sick leave days at the commencement of their employment. Such days become earned sick leave after completion of the initial four months of employment. Bargaining unit members with regular part-time positions shall be entitled to sick leave for the time actually worked at the same rate as that granted to full-time bargaining unit members.

A bargaining unit member may accumulate an unlimited number of days of sick leave. A bargaining unit member may transfer a maximum of one-hundred eighty (180) days of accumulated unused sick leave earned while working for another school district or public agency in the State of Ohio.

- c. Bargaining unit members shall report to their immediate supervisor each day's absence as soon as it is determined that sick leave must be used but not later than two (2) hours prior to the beginning of the bargaining unit member's regular work schedule. In an emergency, where prior notification is not possible, the bargaining unit member or a member of his/her immediate family shall notify his/her supervisor as soon as possible.
- d. Upon return to work, a bargaining unit member must make a sick leave absence report on a form prescribed by the Board to be entitled to receive sick leave pay for such absence.
- e. For the purposes of sick leave, absence of a portion of a day up to one-half (1/2) day shall be counted as one-half (1/2) day of sick leave used. Absence beyond one-half (1/2) day but less than a full day, shall be counted as a full day of sick leave used.
- f. A bargaining unit member who has been notified by the member's immediate supervisor of a concern about sick leave usage within the preceding twelve (12) month period may be requested to provide the Superintendent or his/her designee with a doctor's certificate setting forth the identity of the ill person, the nature of the illness, and the necessity for the absence of the bargaining unit member. If no physician has been consulted regarding the illness causing the use of sick leave, the member may be required to provide a statement setting forth the circumstances of the illness in such detail as may be requested by the supervisor. When a supervisor notifies an employee of a concern about sick leave usage, both the supervisor and the employee shall sign a form noting the date that the conference took place.
- g. An employee may elect to be compensated for accrued and unused sick leave if he/she has accumulated 90 days or more of unused sick leave by September 1 of the current year as follows:
 - 1. Each eligible member shall submit a signed voucher (Attachment B) provided by the Treasurer requesting payment for all unused sick leave earned between July 1 and June 30 of that year.
 - 2. Unused sick leave days accumulated between July 1 and June 30 of the previous year will be reported in the July 15 paycheck and will be paid on July 30. If an employee disagrees with the reported amount, he/she should contact the Treasurer by July 20.

3. No later than July 30, the Treasurer shall remit to each member a sick leave check equal to unused sick days for that year times \$25.
4. Failure to submit voucher by June 30 of each year will indicate a choice to accumulate the sick days.
5. All days purchased by the Board shall be removed from the individual's total sick leave accumulation.

7.3 Jury Duty

The Board shall pay a bargaining unit member called for jury duty his/her regular rate of pay. The bargaining unit member may also retain all compensation and expenses received for serving as a juror. Each bargaining unit member serving as a juror shall communicate daily with his/her supervisor concerning the likely termination of duty.

7.4 Subpoena and Summons Leave

A bargaining unit member shall be granted Subpoena or Summons Leave with pay if the member has been served with a subpoena or summons to appear in court as a witness and that their appearance in court has been requested because of their employment in the District; except that, the member will not be granted Subpoena or Summons Leave with pay if the member is appearing as a party adverse to the District.

7.5 Assault Leave

- a. Any bargaining unit member who is required to be absent due to disability resulting from a physical assault which occurs in the course of Board employment during scheduled work hours or where the assault results from the performance of the bargaining unit members duties, shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed thirty (30) calendar days. Members who return to duty from assault leave of less than thirty (30) days and who thereafter seek additional assault leave based on the same assault shall provide physician verification of continued disability.
- b. A bargaining unit member requesting assault leave shall submit to the Treasurer a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, if known, and the facts surrounding the assault. If medical attention is required, the bargaining unit member shall supply a certificate from a licensed physician stating the nature of the disability and its probable duration.
- c. Full payment for Assault Leave, less Worker's Compensation and any other Board-provided financial remuneration, shall not exceed the bargaining unit member's per diem rate of pay and will not be approved for payment unless and

until the form and, if applicable, the certificate as provided above are supplied to the Treasurer. A bargaining unit member's falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.

7.6 Disability Leave

A bargaining unit member who becomes disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request and shall be granted a disability leave without pay. The bargaining unit member's application for disability leave shall be accompanied by a physician's statement describing the nature of the disability, its expected duration, and the period of time during which the bargaining unit member should be relieved of his/her duties. This leave shall not exceed two (2) consecutive school years. A bargaining unit member who has completed five (5) years of service with the Worthington School District shall receive full fringe benefits for up to one (1) school year if the individual is not eligible for SERS Disability Retirement and the bargaining unit member has exhausted all his/her sick leave. A bargaining unit member may be required to submit to an examination at Board expense.

7.7 Unpaid Leave of Absence

A bargaining unit member may be granted a leave of absence without pay for up to one (1) calendar year. A leave of absence for ten (10) days or less per calendar year may be approved, upon written request, by the Superintendent or designee. A leave of absence greater than ten (10) days per calendar year may be granted, upon written request, by the Board of Education and with the following provisions:

- a. To be eligible, a bargaining unit member shall have completed five (5) years of employment with the Board.
- b. No more than five percent (5%) of the bargaining unit shall be granted this leave of absence at one time. If more than five percent (5%) of the bargaining unit applies for such leave, bargaining unit members who have not had such leave shall be given preference.
- c. An additional leave under these provisions may be available to bargaining unit members after completion of five (5) additional years of employment with the Board.
- d. Bargaining unit members shall apply for leave thirty (30) work days in advance of the beginning of the requested leave unless the Superintendent or designee waives this requirement.

7.8 Child Care Leave

- a. A bargaining unit member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who has adopted a child is eligible and shall be granted, upon request, an unpaid child care leave.
- b. No later than thirty (30) calendar days before the effective date of the leave, the bargaining unit member must submit when possible written notice of this effective date to the Superintendent or his/her designee. A request for alteration or cancellation of the effective date may be made to the Superintendent or his/her designee.
- c. An initial child care leave shall not exceed the balance of the school year in which the leave began. If the initial child care leave occurs in the second semester, the bargaining unit member may request in writing an extension of the child care leave for the following contractual year. Such request must be submitted in writing to the Superintendent or his/her designee, who shall approve a timely request for an extension of leave. Any request for an extension must be submitted to the Superintendent or his/her designee by June 15, or the leave shall be denied.

7.9 Family and Medical Leave

The Board and WESP, on its own behalf and on behalf of the bargaining unit members, each reserve any and all rights they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.²

7.10 General Provisions

- a. During an unpaid leave, a bargaining unit member may elect to continue all group insurance benefits provided the bargaining unit member does not become newly employed elsewhere anytime during the leave and provided he/she pays the total monthly premiums for such benefits to the Board's Treasurer.
- b. The bargaining unit member returning from an unpaid leave of absence of thirty (30) calendar days or less will be restored to the same position and compensation held prior to the leave. Members returning from such leave after thirty (30) or

² The FMLA permits qualified employees to receive up to twelve weeks of unpaid leave per year for personal or family medical reasons. The FMLA also provides certain military family leave entitlements that may allow them to take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a covered service member with a serious injury or illness, as more fully described in the applicable regulations. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the bargaining unit member's health insurance benefits as was paid during the time of the staff member's active employment.

more calendar days will, to the extent possible, be assigned a similar position in the same classification.

- c. All unpaid leaves under this Article, other than disability leave, shall expire at the end of a semester or a school year. No bargaining unit member may return from a leave prior to its expiration unless the early return is approved by the Superintendent or his/her designee.

7.11 Voluntary Sick Leave Bank

Any classified staff member may contribute to the sick leave bank from April 1st through May 1st of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Board's Treasurer. This contribution period will only be opened when the number of days left in the sick leave bank fall below two hundred (200) as of June 1st of the preceding school year. At any time when the sick leave bank falls below one hundred (100) days, the treasurer shall open the contribution period for thirty (30) days at which time members may donate one (1) day. Members who, at the time of donation, have at least sixty (60) sick leave days to their credit may donate an additional sick leave day to the bank.

The Superintendent and WESP President will mutually review and determine the number of days which may be granted. The decision of the Superintendent and WESP President is final and binding and is not grievable under Article 4 of this contract.

The procedures of the sick leave bank will be as follows:

- a. All classified staff members may apply for the use of additional sick leave days.
- b. Staff member(s) may apply for additional sick leave days from the sick leave bank after the following conditions have been met.
 - 1. Their own accumulated sick leave days have been exhausted and their advanced sick leave days (refer to Article 7.2(b)) have been used. Sick leave days advanced to a staff member will be repaid as sick leave days are earned by the staff member after receiving the advance. In the event that the staff member leaves the employment of the school district without having repaid all advanced sick leave days, the value of any days remaining unpaid will be deducted from the staff member's final paycheck.
 - 2. The staff member has been on unpaid leave for five (5) consecutive work days. Exceptions to the five (5) consecutive days of unpaid leave may be mutually agreed upon by the WESP President and the Superintendent.

3. The staff member shall submit, in writing to the Superintendent, the reason(s) for the request of additional sick leave bank days along with any attending physician's statement pertinent to the member's request.
 - (a.) The Superintendent and WESP President shall be responsible for developing any forms that may be required and for keeping all necessary records.
 - (b.) The Superintendent and WESP President shall formulate any policies and regulations they deem necessary for the operation of this program.
- c. Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.
- d. The maximum number of days that can be granted any staff member is thirty (30) working days. Upon request of the professional staff member the Superintendent and WESP President may grant additional sick days if the request is justified.
- e. Sick leave bank days shall only be used for the personal illness or injury of the staff member. These days shall not be granted for the personal illness or injury of the individual's immediate family. An application to the sick leave bank shall be accompanied by a physician's statement describing the nature of the illness/injury, its expected duration and the period of time the staff member needs to be off work.
- f. No recipient shall be required to replace these days.
- g. Any sick leave days given to this program will be forever forfeited by the staff member.
- h. The WESP or the Superintendent, on behalf of the staff member, may also apply for use of the sick leave bank.
- i. The sick leave bank is not intended to be used prior to and its use shall not be construed as a condition for disability leave under the State Employees Retirement System (SERS).

ARTICLE 8

COMPENSATION AND PAYROLL PRACTICES

8.1 Payroll Deductions for WESP Dues

The WESP shall be granted the following rights and privileges:

Payroll deductions for the payment of WESP dues (WESP, Central OEA/NEA, OEA, and NEA) and affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

- a. A bargaining unit member who wishes to authorize payroll deduction shall submit a written authorization for payroll deductions on a form provided by the WESP to the Board's Treasurer on or before November 1st of any year the bargaining unit member begins payroll deductions under this Agreement. Unless revoked or changed in accordance with procedures contained herein, an authorization will continue from year to year. A newly hired employee is allowed thirty (30) days from their date of hire to authorize payroll deductions.
- b. By November 1 of each year, the WESP will notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the WESP President or Treasurer.
- c. Within fourteen (14) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the WESP Treasurer in check form made payable "The Worthington Education Support Professionals WESP."
- d. Authorized payroll deductions will be made in ten (10) equal installments beginning with the November 15th pay and continuing each month to the following August. Employees hired after October 1st shall have their dues pro-rated and deducted in equal installments through August.
- e. If a bargaining unit member ends his/her employment for reasons other than death of the member or takes a leave of absence before all ten (10) installments have been deducted, the unpaid balance will be deducted from the final payroll check if the amount of the check is sufficient to cover the unpaid balance and remitted to the WESP Treasurer as provided.
- f. A bargaining unit member who wishes to add or delete membership dues deduction for any UEP affiliate organization(s) and where a deletion does not amount to revocation of the entire amount being deducted from dues at the time of the deletion, shall do so only during September of any given year. The WESP shall inform bargaining unit members of these options and to process any changes

on revised authorization cards. The WESP shall submit all revised authorization cards to the Board's Treasurer by November 1 of each year.

- g. A bargaining unit member who wishes to revoke his/her payroll deduction authorization may do so normally during September of any given year. It shall be the responsibility of the bargaining unit member to notify the WESP.
- h. The Board will continue to honor present dues deduction authorizations executed by the employee in favor of the WESP unless timely revoked by the bargaining unit member as stated herein.
- i. The WESP agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the WESP to the Board.

8.2 Fair Share Service Fee

- a. Each bargaining unit member who is not a member of the WESP by the first day of March of the 1988-89 school year or by the sixtieth (60th) calendar day after his/her initial employment with the Board, whichever is later, shall pay a service fee by payroll deduction. The amount of the service fee shall be deducted by the Treasurer without written authorization and shall be remitted to the Treasurer on the same basis as authorized dues deductions. The fee shall represent that portion of WESP dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the WESP.
- b. The Board Treasurer shall issue a check to the WESP's Treasurer each month with a list of those persons for which the deductions were made and the amount decided for each staff member.
- c. The payroll deductions shall be in eight (8) equal installments. If there are not eight (8) payroll deductions remaining in the year, the unpaid balance shall be deducted in equal installments. A Fair Share Service Fee may also be paid in cash to the WESP in full by November 1st of each year.
- d. Payroll deduction of such Fair Share Fees shall begin at the last payroll period in January except that no Fair Share Fee deductions shall be made for bargaining unit members employed after October 31 until such bargaining unit member has been employed sixty (60) calendar days.
- e. If a staff member's employment ends, if he/she goes on an unpaid status before all eight (8) deductions have been made, or if there are not eight (8) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is

insufficient to cover the balance of the fee due, collection of any remaining amount shall be the WESP's sole responsibility.

- f. Full-time bargaining unit members employed after the first semester of each school year who are members of the WESP and its affiliates or non-members subject to the Fair Share Service Fee under this article shall pay no more than fifty percent (50%) of the regular WESP membership dues.
- g. The WESP represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the WESP and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- h. The WESP shall notify each non-member of the Fair Share Service Fee and all additional information required by law in connection with such notice prior to October 1 of each year. Non-members will be notified of their right to be refunded the proportionate amount of monies expended for partisan political or ideological purposes not germane to the WESP's work in the realm of collective bargaining.
- i. No member of the bargaining unit is required by this Article to become a member of the WESP. Any person who objects to paying the Fair Share Service Fee because of religious beliefs and who qualifies as provided in Section 4117.09 (C) of Ohio Revised Code shall be exempted.
- j. This article shall remain in effect as long as the WESP maintains membership of sixty percent (60%) or more of the eligible members of the bargaining unit as determined by October 30th of each school year for the duration of the contract.
- k. The WESP agrees to defend and indemnify the board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed.
 - 2. The WESP shall reserve the right to designate counsel to represent and defend the employer.
 - 3. The Board agrees to: 1) give full and complete cooperation and assistance to the WESP and its counsel at all levels of the proceeding; 2) permit the WESP or its affiliates to intervene as a party if it so desires; and/or 3) to

not oppose the WESP or its affiliates' application to file briefs amicus curiae in the action.

4. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement, however, there shall be no defense or indemnifications of the Board if the Board intentionally or willfully fails to apply (except due to court orders) or misapplies such Fair Share Fee provision herein.

8.3 Payroll Certification

The Board and Treasurer shall not be required to comply with Section 124.55 of the Ohio Revised Code.

8.4 Vacation

- a. Twelve-month bargaining unit members who are scheduled to work 261 days shall be granted vacation days based on the following years of service in the Worthington School District:

<u>Years of Employment</u>	<u>Days Per Month</u>	<u>Days Per Year</u>
1 through 4 years	.84	10
5 through 14 years	1.26	15
15 through 19 years	1.68	20
20 through 24 years	1.84	22
25 years and above	2.00	24

Employees hired for a 12-month position on or after January 1, 2009, shall be granted vacation days based on all time worked for the Worthington School District. However, the time that is counted to determine the vacation placement shall be the actual time worked. For example, a person who worked 9 months in a less-than-12-month position would have to work 3 more months as a 12-month employee to be placed in the 1 through 4 years vacation group.

- b. The anniversary date for all vacation computations shall be the bargaining unit member's date of hire. On January 31 of each year, a maximum of ten (10) days accumulated, unused vacation leave may be carried forward to the next year. Employees may be paid for up to five (5) days over the ten (10) that may be carried forward, provided that the employee has not used more than three (3) sick leave days in the year and has used no unpaid days in the year. Any accumulated but unused vacation leave in excess of fifteen (15) days that the employee has on January 31 shall be forfeited.
- c. Twelve-month bargaining unit members entitled to vacation shall normally be permitted to take vacations at a time of the bargaining unit member's choice without restrictions provided that such vacations shall not interfere with the

efficient operation of the building to which the member is assigned or if the member is not assigned to a specific building, to the department to which the member is assigned. Requests shall be made at least five (5) days in advance. In an emergency situation, only pre-notification to the Superintendent or his/her designee shall be required. Any denial of vacation leave may be appealed to the Superintendent, whose decision shall be final.

8.5 Holidays

- a. Twelve-month full-time and regular part-time bargaining unit members shall be granted the following paid holidays:

Labor Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas
Either day before or day after Christmas*
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
July 4th
(1) Floating Holiday**

*At discretion of the Board.

**One (1) Floating Holiday to be taken during Spring break with the pre-approval of the bargaining unit member's immediate supervisor.

- b. Nine (9) and ten (10) month regular bargaining unit members shall be entitled to the following paid holidays; provided that, the listed holiday falls within the member's contractual work year:

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

- c. In order to be eligible for holiday pay, a bargaining unit member must accrue earnings on his/her last scheduled work day prior to such holiday and his/her first scheduled work day following such holiday, unless on either of such days the bargaining unit member was on an excused absence or on sick leave for which pay was granted.

- d. If a bargaining unit member is required to work on a holiday, he/she shall be paid one (1) times his/her regular hourly rate of pay for all hours worked in addition to his/her holiday pay.
- e. Twelve (12) month employees may use vacation or personal leave days in conjunction with holidays that occur during the summer or winter school year break, subject to the prior approval of the Superintendent or designee after considering the staffing needs of the district.

8.6 Payroll Practices

Classified staff members shall be paid on the 10th and 25th of each month. If the 10th or 25th of the month falls on a Saturday or Sunday, direct deposit shall be issued on the preceding Friday. If a payday falls on a holiday, direct deposit shall be issued on the preceding weekday.

8.7 Authorized Deductions

Any authorized deduction(s) (other than payroll deduction for WESP dues or Fair Share Fee dues) will be calculated on a ten (10) month basis.

8.8 Payroll Options

- a. Payroll shall be paid in twenty-four (24) equal installments on the tenth (10th) and twenty-fifth (25th) day of each month.
- b. Direct Deposit

Bargaining unit members will receive payroll payments by direct payroll deposit.
- c. General Provisions
 1. All Employees Insurance Payroll Deduction: The monthly cost of each employee's share of the insurance shall be deducted from each employee's paycheck in two equal deductions.
 2. Any authorized deductions (other than payroll deductions for professional associations, United Way) will be calculated on a twelve (12) month basis.
 3. When a pay date falls on Saturday, Sunday, or a legal holiday, the direct deposit will be issued the last business day preceding the regular payroll date.
 4. There shall be open enrollment throughout the year for tax sheltered annuities through payroll deductions. A staff member who wishes to enroll or change his/her plan may do so by submitting a written authorization to the Board's Treasurer in accordance with the Internal Revenue Service

(IRS) regulations. Enrollment and/or changes submitted to the Treasurer on or before the last day of the month will be effective and deducted on the first payroll date of the following month.

8.9 Salary

- a. All bargaining unit members shall be compensated in accordance with the Hourly Rate of Pay Salary Schedule effective (Attachment D), and provisions contained within this Agreement. Base Salary shall increase 2% beginning July 1, 2014, another 2% beginning July 1, 2015, and another 2% beginning July 1, 2016. Bargaining unit members will be paid a one-time, lump sum payment as follows: \$250 for full-time employees and \$125 for part-time employees (based on the employees' status on July 1, 2014) to be paid prior to October 1, 2014.

- b. An employee shall receive longevity stipends according to the schedule below. Employees who retire from service more than one month after the receipt of a longevity stipend will be paid a pro-rata portion of the next longevity stipend. The pro-ration will be based on the number of completed calendar months worked since the last longevity stipend payment divided by twenty-four months times the next longevity stipend that they would be paid if the employee remained in the employment of the district until eligible for that payment.

	<u>Full-time</u>	<u>Part-time</u>
After 15 years of regular service in the district	\$550	\$325
After 17 years of regular service in the district	\$650	\$375
After 19 years of regular service in the district	\$750	\$425
After 21 years of regular service in the district	\$850	\$475
After 23 years of regular service in the district	\$950	\$525
After 25 years of regular service in the district	\$1050	\$575
After 27 years of regular service in the district	\$1050	\$575
After 29 years of regular service in the district	\$1050	\$575

Each stipend will be paid by a single, one-time lump sum payment. No additional stipend will be paid until the bargaining unit member is eligible for the next longevity stipend.

8.10 Promotional Rate of Pay

Any bargaining unit member who is promoted to a higher classification and pay range, shall be placed at the rate of pay in the higher classification, which shall not be less than ten (10) percent above their rate of pay in effect at the time of promotion, if this can be accommodated by the hourly salary schedule in effect. This provision shall not apply to a bargaining unit member who changes classification and pay range for any reason other than promotion. For the purpose of this section, a bargaining unit member has been

promoted when he or she has obtained a new position or has been assigned new duties in the following classifications:

- a) food service associate to cook/manager;
- b) custodian to head custodian;
- c) district secretary to school/financial secretary to administrative secretary;
- d) general maintenance worker to building maintenance worker to technical trades worker;
- e) mechanic to head mechanic.

A person who moves to another classification or pay range for nonpromotional reasons will be placed at Step 0 unless the Director of Human Resources determines to grant the individual experience credit for former work experience in that specific classification to which the employee is requesting to be moved.

8.11 Outside Experience Credit

Newly hired bargaining unit members may receive credit due to their experience outside the Worthington School District up to a maximum of eight (8) years, and may be paid a hiring bonus at the discretion of Administration. Any such bonus shall be paid by the end of the first year of employment. Candidates recommended for employment will be advised that they may be given credit for previous experience.

8.12 Anniversary Dates

All bargaining unit members shall receive an anniversary date step increase on July 1st, provided that the employee has worked or been on paid leave for at least 120 days in the year preceding the date the step increase is due.

8.13 Bus Driver Overnight

Bus drivers who have been assigned a field trip that requires the driver to be away from his/her place of residence overnight shall have deducted no more than eight (8) consecutive hours of pay per overnight stay to be known as sleep time. The Board shall require the sponsoring group of an overnight to provide and pay for the lodging and meals of bus drivers.

8.14 Articles Governing Pay

- a. Any bargaining unit member who is required to and who does work during their regularly scheduled work year, shall receive their regular rate of pay for the hours worked.
- b. Any bargaining unit member called in to work when he/she is not regularly scheduled shall be compensated for a minimum of two (2) hours of work ("call-in

pay”). Members who are asked to report to work early (before the start of the regularly scheduled work shift) or who are asked to work past the end of their regularly scheduled work shift are not eligible for the call-in pay guarantee if there is no interruption of service between the time of reporting for duty and the beginning or end of their regular or extended work shift, but such members will be paid for all hours actually worked. Temporary changes in a work shift do not qualify for the call-in pay guarantee if such changes were communicated to the member at least twenty-four (24) hours in advance.

- c. Any bargaining unit member assigned to work in a higher job classification shall be paid, after completing five (5) consecutive working days in the same location, during the remainder of such assignment, at the rate for the higher job classification. The rate of pay shall be determined by application of the provisions of this agreement.
- d. The rate of pay for overtime shall be one and one-half the regular hourly rate of the bargaining unit member. Overtime pay shall be paid for all hours worked in excess of forty (40) hours in any week (Sunday through Saturday). All overtime work must be authorized by the bargaining unit member's immediate supervisor with the prior approval of the Superintendent (or designee). "Hours worked" shall include paid holidays as set forth in Article 9 of this agreement. "Hours worked" shall exclude all other hours, paid or unpaid, when the employee is not actually performing work, such as vacation time, sick leave, personal leave, jury duty, assault leave, or childcare leave.
- e. Head custodians and day custodians at the elementary and middle school shall receive \$9.50 per pay period as a stipend for performing such duties as substitute orientation, coordination of evening activities and other emergency activities.
- f. Food Service workers who perform catering work shall be paid at the rate of \$11.50 per hour for Food Service Manager, \$10.50 per hour for Cook/Manager and \$10.00 per hour for Food Service Associates.
- g. All field trips shall be paid at the regular hourly rate of pay.

8.15 Mileage

With the effective date of this agreement mileage will be reimbursed at the established IRS rate. Mileage shall be reimbursed monthly.

8.16 School Bus Drivers

- a. 1. Physicals
Any bargaining unit member employed as a school bus driver shall be required to take and pass an annual physical examination in accordance with Ohio Pupil Transportation Laws and Regulations. The cost of such examination shall be paid

by the Board and the school bus driver must use physicians approved by the Board.

2. Vacant Routes

A vacancy in the Transportation Department caused by reassignment, retirement, resignation, newly created route, or termination may be filled with new drivers. Assignment to vacant full-time driver positions shall be offered first to those part-time drivers who have demonstrated satisfactory performance as among those part-time drivers then eligible for full-time assignment.³ Offers shall be made in order of seniority among those eligible as set forth herein. If no eligible part-time driver accepts such offer then such positions may be filled from outside the bargaining unit. Positions filled with new drivers shall be subject to bidding procedures at two bid meetings held each school year.

3. Bid Meetings

One bid meeting shall be held prior to the beginning of the school year of each year for drivers who desire to bid for positions vacant since January 1. A second bid meeting shall be held prior to January 15 for drivers who desire to bid for positions vacant between the August meeting and December 31. Drivers shall indicate their interest in a route by indicating such at these meetings. The bus driver who applies with the most seniority in the district as a bus driver shall be assigned the open route within ten (10) work days, except that in the best interest of the school district, the Supervisor of Transportation, based upon written documentation contained in an employee's personnel file, may appoint another driver to the open route. Reasons for not receiving the assignment may be appealed up to the Board of Education level pursuant to Article XVII, Professional Concerns. These reasons shall not be grievable nor appealable to a court of law.

These bid meetings, which shall contain all of the known routes, shall be held with a minimum of five (5) calendar days' notice.

Morning and afternoon routes shall be bid together as one route. Mid-day routes shall be bid as a separate route. Only full-time drivers shall have an opportunity to bid for the mid-day routes.

The President of the WESP or designee or the Director of Human Resources or designee, in writing, may represent any employee who is not in attendance at either of these bid meetings.

- b. Special Education bus routes are not covered by the procedure described in 8.16(a).

³ "Satisfactory performance" shall be determined based on the most recent written employee evaluation as provided in Article 5 of this Agreement.

- c. A school bus driver shall be scheduled for a minimum of two (2) hours each for a morning, mid-day, and afternoon route. A regular shuttle route will be scheduled for a minimum of two consecutive hours each day.
- d. The Transportation Supervisor shall address the revision of hours to account for actual driving time as expeditiously as possible.

8.17 Field Trips

- a. A "field trip" shall be defined as any transportation assignment which is scheduled using the current field trip request procedure and is either curricular or non-curricular in nature (i.e. shuttles, athletic, study, overnight).
- b. Field trips shall be classified into four (4) categories: overnight, weekend, evening and day based on the following definitions:

Overnight: The trip leaves one day and returns the next or later and has at least one overnight deduction for sleep time as in 8.13;

Weekend: The trip is scheduled for a Saturday or Sunday and is not overnight;

Evening: The trip leaves or returns after 4:30 p.m. on Monday through Friday and the majority of the trip hours are not between 6:15 a.m. – 4:30 p.m.;

Day: The trip leaves and returns between 6:15 a.m. - 4:30 p.m. or returns after 4:30 p.m. and the majority of the trip hours are between 6:15 a.m. – 4:30 p.m.

- c. Newly employed regular school bus drivers who have completed forty (40) work days as a bus driver shall have the option to accept or refuse field trips by category.⁴ All other regular school bus drivers shall have the option at the semi-annual bid meetings in August and January to accept or refuse field trips by category. A trip roster by category shall be maintained and posted daily by the Transportation Supervisor or designee. These trip rosters shall be semi-annually established in order of seniority on a rotating basis of those regular school bus drivers accepting trips.

Field trips shall be designated as regular or emergency type. Emergency trips are field trip requests which are received by the Transportation Department twenty-four (24) hours or less before the trip leave time, a trip which has been declined by a driver twenty-four (24) hours or less before the trip leave time or a trip for

⁴Work days as a substitute District bus driver or as a regular bus driver for another Ohio school district shall be counted toward this requirement.

which a scheduled driver does not report. All other field trips are designated as regular.

- d. Regular part-time and full-time school bus drivers shall be assigned field trips in order of seniority by category. Acceptances and refusals shall be noted on the posted trip rosters. Drivers choosing to be included on the evening co-curricular field trip list must agree to operate within the guidelines of the department's "Buddy" system. A separate column on each trip roster, in seniority order, shall be used for emergency type trips. Emergency trips which are declined by three (3) drivers may be assigned without regard to seniority by the Transportation Supervisor or designee. The process of contacting three (3) drivers shall not be used when an emergency occurs on the day of the field trip that is on a Saturday, Sunday, holiday or a day when students are not in attendance. When an emergency occurs for an overnight trip a driver shall be selected by using the normal rotation from the regular overnight list. However, a driver who declines the trip under these circumstances will not be charged with a decline. Drivers who do not have a regularly scheduled route on a particular day shall be reassigned for an alternative assignment which may include field trips.
- e. Whenever a field trip is cancelled before the driver reports for duty, the driver shall be assigned a make-up trip. Make-up field trips are trips which replace cancelled trips. In these instances, drivers are always assigned the next available trip. Whenever a field trip is cancelled after the driver reports for duty, the driver has the option of taking the minimum paid hours for the trip or taking a make-up trip. Minimum paid hours for field trips shall be two (2) hours Monday through Friday. Minimum paid hours for weekend trips shall be based on the time of the scheduled trip not to exceed four (4) hours. For example, a scheduled trip for three (3) hours would have a minimum pay of three (3) hours and a scheduled trip for seven (7) hours would have a minimum pay of four (4) hours.
- f. A driver on previously scheduled personal leave will not be assigned a field trip for that day or the attached weekends, before or after, but will be assigned the next available field trip not in conflict with the personal leave.

8.18 Part-Time Pay Rate/Dual Employment

Effective at the signing of the contract, classified employees newly hired in a classification and who choose and are offered employment in a second classification shall be compensated at the rate of pay commensurate with the rate of pay for the second classification and based on the work experience granted the employee for the second classification. There shall be a blended rate for all overtime earned for both classifications.

8.19 Overtime Pay

- a. Employees will be notified as early as possible of the anticipated need for overtime work. Eligibility for overtime compensation will be determined and

paid in accordance with federal Wage-Hour legislation so long as applicable to the District. Employees who are eligible for overtime pay will be paid in accordance with federal law at the rate of time and one-half for all overtime hours. Compensatory time off will not be utilized in lieu of overtime pay.

- b. Employees will be informed that all overtime and extra time must be approved by the supervisor. No "donated" time will be permitted.

8.20 Training/Information for Aides/Drivers

Each bus driver and bus aide shall be provided information that is available and appropriate regarding student behavioral and physical needs. In the event a driver is having a particular issue with a student, he/she may request through the Transportation Supervisor, in writing, a meeting with the appropriate administrator(s). This meeting shall take place within 10 work days of the request.

8.21 Transportation Extra Work

Extra work is defined as periodic work that needs to be performed at Transportation. This work is limited to: end-of-year interior cleaning of buses, repairing bus seats and cleaning bus engines. At least one time per year, training will be offered to repair seats and clean bus engines. By the first student day of the school year, those interested in doing the work shall submit their interest in writing to the Transportation Supervisor.

Three extra work lists shall be kept: 1. list for end-of-year interior cleaning of buses; 2. list for repairing bus seats; 3. list for cleaning bus engines. Only drivers who undergo the required training shall be eligible for such extra work. All such work shall be performed by selecting those eligible from the appropriate list. The assignment of work shall be done the same way that field trips are rotated and assigned. All extra work shall be only posted at the bus garage.

8.22 Background Checks

The Board will pay the cost of a criminal background check (not to exceed \$50 per person) for a bargaining unit member that is required any time between July 1, 2014 and June 30, 2017, provided that, the background check is completed at the Worthington School District.

8.23 Transportation Committee

A Transportation Committee shall be created for the purpose of addressing transportation issues. This committee, consisting of five (5) members, the Transportation Supervisor, Transportation Dispatcher and three (3) bus drivers appointed by the WESP Officers, shall meet once each month during the school year. As part of their ongoing discussions, the Transportation Committee may discuss the quantity of Bus Drivers and the best

means possible to attract and hire sufficient drivers. The Transportation Committee does not have authority to change any provisions of this Master Agreement.

ARTICLE 9

BENEFITS

9.1 Insurance

Effective January 1, 2009, the Board will provide a High Deductible Health Savings Account (HSA) insurance plan for the members of the bargaining unit. The insurance plan shall be the plan that is in effect January 1, 2009. The plan's Summary of Health Insurance Coverage shall be stated in Attachment E. The deductible amount will be \$1,500 per year for single coverage and \$3,000 per year for family coverage, or the minimum required by IRS regulations for HSA plans, whichever is greater.

Premium Cost

The member shall pay nine percent (9%) of the monthly premium effective through December 31, 2012, and ten percent (10%) effective January 1, 2013, at which time the Board will pay ninety percent (90%), for family and single coverage, subject to the dollar caps in Section 9.2 below. Members will be responsible for dollar amounts above those limits. The Board will pay the remainder of the premium cost for HSA plan coverage. Members employed less than full time will pay prorated premium contributions as defined in Section 9.6 below.

9.2 HSA Contributions

The Board will contribute to each participating member's HSA account fifty-five percent (55%) of the annual deductible through December 31, 2012, and fifty percent (50%) of the annual deductible beginning January 1, 2013.

The annual caps on the Board's total contribution of the premium cost under Section 9.1 above and the HSA contributions are as follows beginning January 1, 2014: \$8,749.68 for single coverage and \$23,100.00 for family coverage.

The Board will contribute into a flexible spending account through the IRS Section 125 plan ("FSA") the same deductible amount for any employee who receives coverage under the health insurance plan but is ineligible for a Health Savings Account. Members may make additional contributions consistent with IRS regulations, by payroll deduction. Board contributions to the HSA and Section 125 accounts will be made in January of each year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Employees hired after January 1 shall receive a pro-rated Board contribution based on the number of months in District employment during the initial year.

Payroll deductions for the health insurance premium shall be a pre-tax benefit through an IRS Section 125 plan that meets current IRS guidelines for those bargaining unit members who choose to enroll in said Section 125 plan. Administrative costs for the Section 125 pre-tax payroll deduction and the FSA shall be paid by the Board.

9.3 There shall be one (1) period for open enrollment for the purpose of electing to participate in the health insurance plans for the succeeding year. This election period shall be from November 1 to December 1. If either of these dates falls on a weekend, the beginning or ending date shall be the following Monday. During this time period members shall also select which payroll deduction option will be used to deposit their insurance deductible, either into their health savings account or into the Section 125 plan (Flexible Spending Account).

9.4 The Board will pay ninety-two and one-half percent (92.5%) of the monthly premium amount for full-time bargaining unit members who elect to enroll in dental insurance coverage.

9.5 For all regular employees employed as of April 30, 1989, who work for (4) hours or more per day, the Board shall pay one hundred percent (100%) of the dollar amounts in 9.1 and 9.4 above.

9.6 Part-Time Employees - Insurance

The Board shall pay the following percentages of the medical insurance plan premium for part-time employees for July 1, 2014, through June 30, 2017, as follows:

3 hour	37.5%
4 hour	50.0%
5 hour	65.0%

9.7 Life Insurance

a. The Worthington Board of Education shall provide at no cost to the bargaining unit member, group term life insurance for full-time bargaining unit members (6-8 hours) in the amount of \$50,000 but in accordance with the Life Insurance pay down provision.

b. The Worthington Board of Education shall provide at no cost to the bargaining unit member, group term life insurance for part-time bargaining unit members (3-5 hours) in the amount of \$20,000 but in accordance with the Life Insurance pay down provision.

c. Subject to the provisions of the Board's group health insurance policy, eligible members may purchase up to \$30,000 additional term life insurance at rates applicable to the purchasing member. Payment may be made by payroll deduction at the member's election.

9.8 Severance Pay

- a. A bargaining unit member who ends his/her employment with the Board for one of the following conditions shall be eligible for severance pay so determined herein.
 1. The bargaining unit member who retires and is eligible for retirement under a state or municipal retirement system.
 2. The bargaining unit member who is eligible for and takes disability retirement under a state or municipal retirement system.
 3. The bargaining unit member who dies. In this case, the severance pay would be paid to his/her beneficiary or estate.
 4. The bargaining unit member who has completed fifteen (15) or more years of service with the Worthington City Schools.
- b. Severance pay shall be calculated based on the bargaining unit member's per diem rate of pay at the time of severance multiplied by one-fourth of the bargaining unit member's accrued and unused sick leave days to a maximum of fifty-five (55) days.
- c. The bargaining unit member who has completed more than ten (10) consecutive years of employment with the Worthington City Schools, and who qualifies for severance pay under paragraph 9.8(a) shall receive one and one-half (1-1/2) days of severance pay for each additional year of service over ten (10) not to exceed twenty-five and one-half (25-1/2) days of severance pay. For purposes of this Section "years of service" means years of continuous service since the most recent date of hire.

General Provision for Severance Pay

- a. All sick leave accrued by the staff member shall be eliminated with the receipt of his/her severance pay.
- b. Severance pay shall be made only once to any classified staff member.
- c. The classified staff member must request his/her severance pay on the prescribed form and within sixty (60) days of his/her last day of employment unless he/she wishes to have severance deposited in a tax-deferred account in which case the member must request his/her severance prior to his/her last day of employment. The member shall be paid within forty-five (45) days of the date of his/her last date of employment or within forty-five (45) days of the date of request should he/she make the request after the last day of employment. (The Internal Revenue Service may consider severance pay as taxable income in the year in which the

staff member is eligible to receive payment, regardless of whether or not the payment is actually received in that year.)

9.9 Board Pick-Up of Employees Contributions to SERS

For purposes of this section, total annual salary per pay period for each classified staff member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each classified staff member shall be payable by the board in two parts: 1) deferred salary, and 2) cash salary. A classified staff member's deferred salary shall be equal to that percentage of said classified staff member's total annual salary or salary per pay period which is required from time to time by School Employees Retirement System ("SERS") to be paid as an employee contribution by said classified staff member and shall be paid by the Board to SERS on behalf of said classified staff member as to a pick-up of the SERS employee contribution otherwise payable by said classified staff member. A classified staff member's cash salary shall be equal to said classified staff member's total annual salary or salary per pay period less the amount of the pick-up for said classified staff member and shall be payable, subject to the applicable payroll deductions, to said classified staff member. The Board's total combined expenditures for classified staff members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the pick-up. The Board shall report for municipal income tax purposes as a classified staff member's gross income said classified staff member's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The pick-up shall be included in the classified staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

ARTICLE 10

EFFECTS/DURATION

10.1 Complete Agreement

- a. This Agreement supersedes and cancels all previous agreements between the Board and the WESP and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.
- b. The Board and the WESP acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- c. Therefore, for the life of this Agreement, the Board and the WESP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

10.2 Conflict with Law/State Minimum Standards

- a. If any provision or application of this Agreement between the Board and the WESP is found to be in conflict with law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If a court or regulatory/administrative agency with proper jurisdiction determined that any provision or application of this Agreement is in conflict with law or state minimum standards, either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless mutually agreed otherwise.

- b. The WESP and its members shall not cause, encourage, engage in, or sanction any strike, slowdown, or any other such concerted action during the duration of this Agreement.

10.3 Agreement

a. Copies of the Agreement

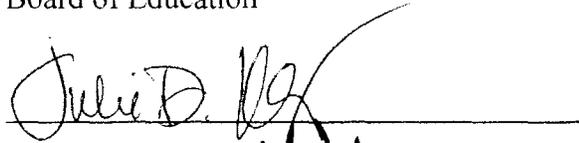
The Board shall provide each classified staff member and each new employee a copy of the Agreement. The Board shall also provide the WESP with thirty-five (35) copies of the Agreement. The cost of providing these copies shall be borne by the Board.

b. Effective Date

This Master Agreement shall become effective at 12:01 a.m. on July 1, 2014, and shall continue in full force and effect until midnight June 30, 2017.

For the Worthington City School District
Board of Education

For the Worthington Education Support
Professionals







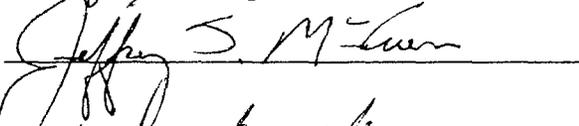








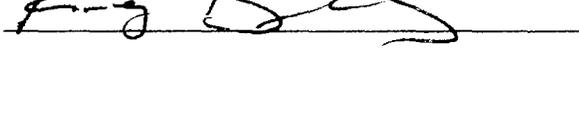


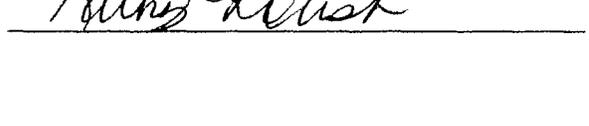


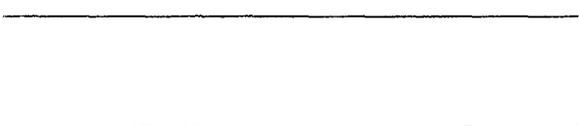














MEMORANDUM OF UNDERSTANDING

EDUCATIONAL ASSISTANTS

Recognizing the varying needs of our school buildings, and without limiting the Board's right to manage the staffing needs of the District, the Board and WESP acknowledge that the specific duty assignments of Educational Assistants may depart from those identified in their job descriptions on a limited basis. Such varying duty assignments shall be made only to address unique building needs and shall not be of such magnitude as to constitute a significant departure from the Board adopted job descriptions. Assistants will be notified of any change in duty schedule as early as reasonably possible.

MEMORANDUM OF UNDERSTANDING

TIME FOR TRAINING

Recognizing that safety training and other forms of personal and staff development are essential for the secure and effective operation of the District, the Board of Education will identify the required training and establish times for the training within the employee's contracted days. This may include the use of days when employees are contracted but students are not in session. Furthermore, the Board will provide access to computers for all training for which computers are required. The Board also recognizes that safety training and staff development may result in an adjustment to the employee's routine work schedule and expectations. Required training for some classifications may require extra paid time.

ATTACHMENT A

CLASSIFICATION SALARY RANGES

Range	Classification
13	Administrative Secretary
20	Application Support Specialist
15	Auditorium Services/Theater Maintenance Trainer
14	Building Maintenance Worker
13	Bus Driver
6	Cook Manager
10	Copy Center Operator
7	Custodian
10	Data Entry Associate
10	Delivery/Warehouse Worker
12	Desktop Technology Technician
13	Digital Technology Support
11	District Secretary
10	Educational Assistant
13	Financial Associate
1	Food Service Associate
9	Food Service Manager
10	Food Service Support Associate
8	Landscape Maintenance Worker
15	Hardware Support Specialist
11	Head Custodian
14	Head Mechanic
20	Instructional Technology Integration Leader
13	Mechanic
20	Network Specialist
12	Payroll Associate
12	School Financial Secretary
1	Special Education Attendant
1	Special Education Preschool Attendant
12	Stagecraft Production Technician
11	Technical Systems Information Asst.
13	Technical Systems Operator Support Specialist
15	Technical Trades Worker
12	Testing Specialist
13	Transportation Dispatcher
11	Weightroom Technician

**ATTACHMENT B
WORTHINGTON CITY SCHOOLS
SICK LEAVE VOUCHER**

NAME _____ DATE _____

SOCIAL SECURITY # _____

POSITION _____

BUILDING _____

By checking this box, I am indicating that I wish to be paid for _____
(# of days)

Unused Sick Leave Days for the school year

_____ - _____*

Please mail my Sick Leave check to:

Address

City

State

Zip

**THIS VOUCHER MUST BE FILED WITH THE PAYROLL OFFICE NO LATER THAN
JUNE 30.**

Sick leave days submitted for payment eliminate all sick leave days for that year. Payment for sick leave will be made on or before July 30.

*Failure of employee to submit this Voucher Form by June 30 of each year will indicate that the unused sick leave days are to be accumulated to employee's total.

Employee Signature _____ Date _____

FOR TREASURER'S RECORDS

AMOUNT OF CHECK \$ _____

TOTAL SICK LEAVE ACCUMULATION AS OF JULY 1, _____
Total Days

ATTACHMENT C

GRIEVANCE REPORT FORMS

(STEP 1)

PART A

Having informally discussed this grievance with my/our immediate supervisor and there being no satisfactory resolution within thirty (30) days after I/we knew of the act or condition upon which this grievance is based, this grievance is hereby submitted at STEP I of the grievance procedure.

1. Date I/we became aware of the occurrence of the act or conditions on which this grievance is based: _____

2. Date(s) of the informal discussion with my/our immediate supervisor:

3. Written grievance statement, including the specific section(s) of the Master Agreement allegedly violated, misinterpreted or misapplied:

(attach additional sheet(s) if necessary)

4. Relief sought:

(attach additional sheet(s) if necessary)

5. Date this form was submitted to the WESP's Grievance Committee Chairperson and the Superintendent's designee:

6. This grievance is submitted as an WESP grievance
 an Individual grievance
 a Group of Class grievance

7. Signature(s) of the grievant(s) or WESP designee(s) if an WESP grievance:

(attach additional sheet(s) if necessary)

This form must be submitted to the Superintendent's designee with a copy to the WESP Grievance Committee Chairperson within thirty (30) days of the date the grievant knew of the act or condition on which this grievance is based.

NOTE:

If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor (a non-bargaining unit member who has immediate administrative line authority over the affected grievant), if it affects a group of class of classified staff members, or if it affects the WESP, it may be initiated at Step II.

GRIEVANCE REPORT FORM

(STEP I - continued)

PART B

1. Date the Step I grievance meeting was held: _____

2. Those persons present at the grievance meeting were:

(attach additional sheet(s) if necessary)

3. My written disposition of this grievance is as follows:

(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant:

Signature of Superintendent's Designee

The written disposition must be returned to the grievant within five (5) days of the Step I grievance meeting with copies to the Superintendent and the WESP Grievance Committee Chairperson.

GRIEVANCE REPORT FORM
(STEP II)

PART A

1. () I/We are not satisfied with the written disposition of the grievance received at Step I and hereby submit the grievance to Step II of the grievance procedure.

OR

() I/We have not received any written disposition at Step I within five (5) days of the grievance meeting or the Superintendent's designee failed to hold a Step I grievance meeting within five (5) days after I/we submitted said form to him/her. I/We therefore submit this grievance to Step II of the grievance procedure.

() This grievance appears to arise from an action or inaction of an authority higher than an immediate supervisor, affects a group or class or classified staff members, or affects the WESP. I/We therefore submit this grievance to Step II of the grievance procedure.

2. Date this Step II grievance form was submitted to the Superintendent:

3. Signature(s) of the grievant(s) or WESP designee(s) if an WESP grievance:

(attach additional sheet(s) if necessary)

This form must be submitted to the Superintendent with a copy to the WESP Grievance Committee Chairperson within any of the following time limits:

1. Five (5) days of the date of receipt of the Step I written disposition; or
2. Five (5) days of the last date the Superintendent's designee was to have held a Step I grievance meeting and he/she failed to do so; or
3. Five (5) days of the last date the Superintendent's designee was to have returned the Step I written disposition and he/she failed to do so; or

4. Thirty (30) days of the occurrence of the act or conditions on which this grievance is based AND the grievance appears to arise from an action or inaction of an authority higher than an immediate supervisor, affects a group or class of classified staff members, or affects the WESP.

PART B

1. Date the Step II grievance meeting was held: _____

2. Those persons present at the grievance meeting were:

(attach additional sheet(s) if necessary)

3. My written disposition of this grievance is as follows:

(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant: _____

Signature of Superintendent's Designee

The written disposition must be returned to the grievant within five (5) days of the Step II grievance meeting with copies to the WESP Grievance Chairperson and the Superintendent's designee named in Step I.

GRIEVANCE REPORT FORM

(STEP III)

PART A

1. () I/We are not satisfied with the written disposition of the grievance received at Step II and hereby submit the grievance to Step III of the grievance procedure.

(OR)

() I/We have not received any written disposition at Step II within five (5) days of the date the Step II grievance meeting or the Superintendent failed to hold a Step II grievance meeting within five (5) days after I/we submitted this grievance to him/her. I/We therefore submit this grievance to Step III of the grievance procedure.

2. Date this Step III grievance form was submitted to the Superintendent.

3. Signature(s) of the grievant(s) or WESP designee(s) if an WESP grievance:

(attach additional sheet(s) if necessary)

This form must be submitted to the Superintendent with a copy to the WESP Grievance Committee Chairperson within five (5) days of either the date of receipt of the Step II written disposition or the last date the Superintendent was to have returned the Step II written disposition and he/she failed to do so.

GRIEVANCE REPORT FORM

(STEP III - continued)

PART B

1. Date the Step III grievance meeting was held: _____

2. Those persons present at the grievance meeting were:

(attach additional sheet(s) if necessary)

3. The Board of Education's written disposition of this grievance is as follows:

(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant:

Signature of Superintendent's Designee

The written disposition must be returned to the grievant within five (5) days of the Step III grievance meeting with copies to the Superintendent, the Superintendent's designee named in Step I, the WESP Grievance Committee Chairperson and the immediate supervisor.

GRIEVANCE REPORT FORM

(STEP IV)

THIS APPEAL MUST BE MADE BY THE WESP

PART A (Check One)

- 1. () I/We are not satisfied with the written disposition of the grievance received at Step III and hereby submit the grievance to Step IV of the grievance procedure.

OR

- () I/We have not received any written disposition at Step III within five (5) days of the grievance meeting or the Board of Education failed to hold a Step III grievance meeting within the time specified in section 4.4.b Step III after I/we submitted said Step III grievance form. I/We therefore submit this grievance to Step IV of the grievance procedure.

- 2. Date this Step IV grievance form was submitted to the Superintendent:

- 3. Signature(s) of the grievant(s) or WESP designee(s) if an WESP grievance:

(attach additional sheet(s) if necessary)

This form must be submitted to the Superintendent with a copy of an American Arbitration Association demand for arbitration form within five (5) days of any of the following:

- 1. The date of receipt of the Step III written disposition; or
- 2. The last date the Board of Education was to have held a Step III grievance meeting and it failed to do so; or
- 3. The last date the Board of Education was to have returned a Step III written disposition and it failed to do so.

ATTACHMENT D

Worthington City School District Classified Salary Grids

Range	1	2	3	4	5	6	7	8	9
-------	---	---	---	---	---	---	---	---	---

July 1, 2014

O	\$ 14.47	\$ 14.95	\$ 15.48	\$ 15.99	\$ 16.49	\$ 17.00	\$ 17.05	\$ 17.56	\$ 17.96
A	\$ 14.78	\$ 15.33	\$ 15.85	\$ 16.36	\$ 16.88	\$ 17.41	\$ 17.46	\$ 17.99	\$ 18.40
B	\$ 15.14	\$ 15.66	\$ 16.23	\$ 16.77	\$ 17.27	\$ 17.82	\$ 17.83	\$ 18.43	\$ 18.86
C	\$ 15.44	\$ 16.00	\$ 16.63	\$ 17.15	\$ 17.72	\$ 18.24	\$ 18.27	\$ 18.87	\$ 19.28
D	\$ 15.80	\$ 16.36	\$ 16.90	\$ 17.51	\$ 18.10	\$ 18.63	\$ 18.71	\$ 19.28	\$ 19.75
E	\$ 16.15	\$ 16.72	\$ 17.27	\$ 17.91	\$ 18.50	\$ 19.08	\$ 19.10	\$ 19.75	\$ 20.18
F	\$ 16.46	\$ 17.06	\$ 17.70	\$ 18.27	\$ 18.91	\$ 19.45	\$ 19.54	\$ 20.10	\$ 20.66
G	\$ 16.77	\$ 17.35	\$ 18.01	\$ 18.63	\$ 19.28	\$ 19.87	\$ 19.90	\$ 20.57	\$ 21.13
H	\$ 17.13	\$ 17.73	\$ 18.40	\$ 19.04	\$ 19.73	\$ 20.28	\$ 20.32	\$ 20.97	\$ 21.53
I	\$ 17.46	\$ 18.09	\$ 18.75	\$ 19.40	\$ 20.10	\$ 20.69	\$ 20.76	\$ 21.42	\$ 21.98
J	\$ 17.80	\$ 18.43	\$ 19.15	\$ 19.81	\$ 20.45	\$ 21.13	\$ 21.19	\$ 21.86	\$ 22.41
K	\$ 18.17	\$ 18.81	\$ 19.45	\$ 20.23	\$ 20.86	\$ 21.52	\$ 21.57	\$ 22.28	\$ 22.85

July 1, 2015

O	\$ 14.76	\$ 15.25	\$ 15.79	\$ 16.31	\$ 16.82	\$ 17.34	\$ 17.39	\$ 17.91	\$ 18.32
A	\$ 15.08	\$ 15.64	\$ 16.17	\$ 16.69	\$ 17.22	\$ 17.76	\$ 17.81	\$ 18.34	\$ 18.77
B	\$ 15.44	\$ 15.97	\$ 16.56	\$ 17.11	\$ 17.62	\$ 18.17	\$ 18.19	\$ 18.80	\$ 19.23
C	\$ 15.75	\$ 16.32	\$ 16.97	\$ 17.50	\$ 18.08	\$ 18.61	\$ 18.63	\$ 19.25	\$ 19.67
D	\$ 16.12	\$ 16.68	\$ 17.24	\$ 17.86	\$ 18.46	\$ 19.01	\$ 19.08	\$ 19.67	\$ 20.15
E	\$ 16.47	\$ 17.06	\$ 17.62	\$ 18.27	\$ 18.87	\$ 19.46	\$ 19.48	\$ 20.15	\$ 20.58
F	\$ 16.79	\$ 17.40	\$ 18.05	\$ 18.64	\$ 19.28	\$ 19.84	\$ 19.93	\$ 20.50	\$ 21.07
G	\$ 17.11	\$ 17.70	\$ 18.37	\$ 19.00	\$ 19.66	\$ 20.26	\$ 20.30	\$ 20.98	\$ 21.55
H	\$ 17.47	\$ 18.08	\$ 18.77	\$ 19.43	\$ 20.13	\$ 20.68	\$ 20.72	\$ 21.39	\$ 21.96
I	\$ 17.81	\$ 18.45	\$ 19.12	\$ 19.79	\$ 20.51	\$ 21.11	\$ 21.18	\$ 21.85	\$ 22.42
J	\$ 18.16	\$ 18.80	\$ 19.53	\$ 20.20	\$ 20.86	\$ 21.55	\$ 21.61	\$ 22.29	\$ 22.86
K	\$ 18.54	\$ 19.18	\$ 19.84	\$ 20.64	\$ 21.28	\$ 21.95	\$ 22.00	\$ 22.73	\$ 23.31

July 1, 2016

O	\$ 15.06	\$ 15.56	\$ 16.11	\$ 16.64	\$ 17.16	\$ 17.69	\$ 17.74	\$ 18.27	\$ 18.69
A	\$ 15.39	\$ 15.96	\$ 16.49	\$ 17.02	\$ 17.57	\$ 18.12	\$ 18.17	\$ 18.71	\$ 19.14
B	\$ 15.76	\$ 16.30	\$ 16.89	\$ 17.46	\$ 17.97	\$ 18.54	\$ 18.55	\$ 19.18	\$ 19.62
C	\$ 16.07	\$ 16.65	\$ 17.31	\$ 17.85	\$ 18.44	\$ 18.98	\$ 19.01	\$ 19.63	\$ 20.06
D	\$ 16.44	\$ 17.02	\$ 17.59	\$ 18.22	\$ 18.84	\$ 19.39	\$ 19.46	\$ 20.06	\$ 20.55
E	\$ 16.81	\$ 17.40	\$ 17.97	\$ 18.64	\$ 19.26	\$ 19.86	\$ 19.87	\$ 20.55	\$ 21.00
F	\$ 17.13	\$ 17.75	\$ 18.42	\$ 19.02	\$ 19.67	\$ 20.24	\$ 20.34	\$ 20.91	\$ 21.50
G	\$ 17.46	\$ 18.06	\$ 18.74	\$ 19.39	\$ 20.06	\$ 20.67	\$ 20.71	\$ 21.40	\$ 21.99
H	\$ 17.83	\$ 18.45	\$ 19.15	\$ 19.82	\$ 20.54	\$ 21.10	\$ 21.14	\$ 21.82	\$ 22.40
I	\$ 18.17	\$ 18.83	\$ 19.51	\$ 20.19	\$ 20.92	\$ 21.53	\$ 21.60	\$ 22.29	\$ 22.87
J	\$ 18.53	\$ 19.19	\$ 19.93	\$ 20.61	\$ 21.28	\$ 21.99	\$ 22.05	\$ 22.74	\$ 23.32
K	\$ 18.91	\$ 19.57	\$ 20.25	\$ 21.05	\$ 21.71	\$ 22.39	\$ 22.44	\$ 23.18	\$ 23.78

ATTACHMENT D

Worthington City School District Classified Salary Grids

Range 10 11 12 13 14 15 20 21 25

July 1, 2014

O	\$ 18.11	\$ 18.58	\$ 19.15	\$ 19.73	\$ 20.24	\$ 20.76	\$ 25.38	\$ 26.75	\$ 31.48
A	\$ 18.53	\$ 19.03	\$ 19.60	\$ 20.18	\$ 20.70	\$ 21.26	\$ 26.61	\$ 28.04	\$ 33.01
B	\$ 19.00	\$ 19.54	\$ 20.11	\$ 20.67	\$ 21.21	\$ 21.79	\$ 27.91	\$ 29.41	\$ 34.62
C	\$ 19.41	\$ 19.93	\$ 20.57	\$ 21.17	\$ 21.71	\$ 22.29	\$ 29.25	\$ 30.86	\$ 36.34
D	\$ 19.87	\$ 20.43	\$ 21.05	\$ 21.68	\$ 22.23	\$ 22.85	\$ 30.71	\$ 32.34	\$ 38.09
E	\$ 20.32	\$ 20.87	\$ 21.54	\$ 22.12	\$ 22.74	\$ 23.38	\$ 32.19	\$ 33.95	\$ 39.99
F	\$ 20.79	\$ 21.37	\$ 22.02	\$ 22.63	\$ 23.30	\$ 23.90	\$ 32.84	\$ 34.60	\$ 40.79
G	\$ 21.22	\$ 21.84	\$ 22.50	\$ 23.14	\$ 23.77	\$ 24.39	\$ 33.47	\$ 35.30	\$ 41.57
H	\$ 21.69	\$ 22.28	\$ 22.97	\$ 23.59	\$ 24.31	\$ 24.97	\$ 34.12	\$ 35.99	\$ 42.40
I	\$ 22.11	\$ 22.77	\$ 23.44	\$ 24.09	\$ 24.76	\$ 25.45	\$ 34.81	\$ 36.66	\$ 43.22
J	\$ 22.58	\$ 23.25	\$ 23.95	\$ 24.62	\$ 25.26	\$ 26.01	\$ 35.46	\$ 37.38	\$ 44.09
K	\$ 22.99	\$ 23.69	\$ 24.39	\$ 25.11	\$ 25.80	\$ 26.49	\$ 36.18	\$ 38.14	\$ 44.96

July 1, 2015

O	\$ 18.47	\$ 18.95	\$ 19.53	\$ 20.12	\$ 20.64	\$ 21.18	\$ 25.89	\$ 27.29	\$ 32.11
A	\$ 18.90	\$ 19.41	\$ 19.99	\$ 20.58	\$ 21.11	\$ 21.69	\$ 27.14	\$ 28.60	\$ 33.67
B	\$ 19.38	\$ 19.93	\$ 20.51	\$ 21.08	\$ 21.63	\$ 22.23	\$ 28.47	\$ 30.01	\$ 35.31
C	\$ 19.79	\$ 20.33	\$ 20.98	\$ 21.58	\$ 22.14	\$ 22.74	\$ 29.84	\$ 31.48	\$ 37.07
D	\$ 20.27	\$ 20.84	\$ 21.47	\$ 22.10	\$ 22.67	\$ 23.31	\$ 31.33	\$ 33.00	\$ 38.86
E	\$ 20.73	\$ 21.29	\$ 21.96	\$ 22.55	\$ 23.19	\$ 23.85	\$ 32.84	\$ 34.64	\$ 40.79
F	\$ 21.20	\$ 21.80	\$ 22.46	\$ 23.07	\$ 23.76	\$ 24.38	\$ 33.50	\$ 35.30	\$ 41.61
G	\$ 21.64	\$ 22.28	\$ 22.94	\$ 23.59	\$ 24.24	\$ 24.88	\$ 34.14	\$ 36.01	\$ 42.40
H	\$ 22.12	\$ 22.73	\$ 23.43	\$ 24.05	\$ 24.79	\$ 25.47	\$ 34.80	\$ 36.72	\$ 43.25
I	\$ 22.55	\$ 23.22	\$ 23.90	\$ 24.56	\$ 25.25	\$ 25.97	\$ 35.51	\$ 37.40	\$ 44.09
J	\$ 23.03	\$ 23.71	\$ 24.42	\$ 25.11	\$ 25.76	\$ 26.53	\$ 36.18	\$ 38.14	\$ 44.98
K	\$ 23.44	\$ 24.16	\$ 24.87	\$ 25.60	\$ 26.31	\$ 27.03	\$ 36.91	\$ 38.91	\$ 45.86

July 1, 2016

O	\$ 18.84	\$ 19.33	\$ 19.92	\$ 20.52	\$ 21.05	\$ 21.60	\$ 26.41	\$ 27.84	\$ 32.75
A	\$ 19.27	\$ 19.80	\$ 20.39	\$ 20.99	\$ 21.53	\$ 22.12	\$ 27.69	\$ 29.18	\$ 34.34
B	\$ 19.77	\$ 20.33	\$ 20.92	\$ 21.50	\$ 22.06	\$ 22.67	\$ 29.04	\$ 30.61	\$ 36.02
C	\$ 20.19	\$ 20.74	\$ 21.40	\$ 22.01	\$ 22.58	\$ 23.19	\$ 30.44	\$ 32.12	\$ 37.81
D	\$ 20.67	\$ 21.26	\$ 21.90	\$ 22.54	\$ 23.12	\$ 23.77	\$ 31.96	\$ 33.66	\$ 39.63
E	\$ 21.14	\$ 21.71	\$ 22.40	\$ 23.00	\$ 23.65	\$ 24.32	\$ 33.50	\$ 35.34	\$ 41.61
F	\$ 21.62	\$ 22.23	\$ 22.91	\$ 23.53	\$ 24.23	\$ 24.87	\$ 34.18	\$ 36.01	\$ 42.44
G	\$ 22.07	\$ 22.73	\$ 23.40	\$ 24.06	\$ 24.73	\$ 25.37	\$ 34.83	\$ 36.73	\$ 43.25
H	\$ 22.56	\$ 23.18	\$ 23.90	\$ 24.53	\$ 25.28	\$ 25.98	\$ 35.50	\$ 37.46	\$ 44.11
I	\$ 23.00	\$ 23.69	\$ 24.38	\$ 25.05	\$ 25.75	\$ 26.48	\$ 36.23	\$ 38.16	\$ 44.97
J	\$ 23.49	\$ 24.18	\$ 24.91	\$ 25.60	\$ 26.27	\$ 27.06	\$ 36.90	\$ 38.90	\$ 45.87
K	\$ 23.91	\$ 24.64	\$ 25.37	\$ 26.11	\$ 26.83	\$ 27.57	\$ 37.65	\$ 39.70	\$ 46.78

ATTACHMENT E

WORTHINGTON SCHOOLS

HSA PLAN - January 1, 2009		
BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible (calendar year)		
Single	\$1,500	\$3,000
Family	\$3,000	\$6,000
Co-Insurance Out-of-Pocket Maximum (Deductible not included)		
Single	\$0	\$3,000
Family	\$0	\$6,000
Maximum Out-of-Pocket Deductible & Coinsurance		
Single	\$1,500	\$6,000
Family	\$3,000	\$12,000
Prescription Drugs (Retail Pharmacy)	100% after deductible	70% after deductible
Prescription Drugs (Mail Order)	100% after deductible	70% after deductible
Well Baby Care & Immunization to 12 months of age	100% - not subject to deductible	70% after deductible
Well Baby Care age 1 to 9	100% - not subject to deductible	70% after deductible
Maternity	100% after deductible	70% after deductible Notification required if more than 48 hrs.
Labor Room	100% after deductible	70% after deductible
Delivery Room	100% after deductible	70% after deductible
Newborn Care	100% after deductible	70% after deductible
Newborn Hospital	100% after deductible	70% after deductible
Routine Adult Physical - Age 9+	100% - not subject to deductible	70% after deductible
Outpatient Office Visits (w/ Diagnosis)	100% after deductible	70% after deductible
Eye Exam (Refractive)	100% - not subject to deductible one per calendar year	70% after deductible one per calendar year
Allergy Injections	100% after deductible	70% after deductible
Allergy Injections w/Office Visit	100% after deductible	70% after deductible
Routine Pap Smear	100% - not subject to deductible	70% after deductible
Screening Mammography	100% - not subject to deductible Age 35 - 40 - 1 ; 40-50 - 1 every 2 years.; over 50 - 1 every year	70% after deductible
Diagnostic Mammography	100% after deductible	70% after deductible
Chiropractic Office Visits	100% after deductible	70% after deductible
One Visit & One Treatment per day	50 visits per calendar year combined	
Chiropractor X-rays	100% after deductible	70% after deductible
Therapies : Physical (20), Cardiac (20) Occupational (20), Speech (20), Pulmonary (20) - Outpatient	100% after deductible	70% after deductible
Supplemental Accident Benefit	100% after deductible	70% after deductible
Urgent Care	100% after deductible	70% after deductible
Emergency Accident/ Emergency Medical Care	100% after deductible	70% after deductible Notification Required if inpatient

WORTHINGTON SCHOOLS		
BENEFITS	HSA PLAN - January 1, 2009	
	IN-NETWORK	OUT-OF-NETWORK
Ambulance (Medically Necessary)	100% after deductible	70% after deductible
Durable Medical Equipment \$25,000 Limit per year	100% after deductible	70% after deductible Notification required over \$1,000
Oral Surgery (In-Patient Hospital)	100% after deductible	70% after deductible
Jaw Surgery (Medically Necessary)	100% after deductible	70% after deductible
Accidental Dental Traumas	100% after deductible	70% after deductible Prior notification required before follow-up treatment begins
TMJ Evaluation & treatment - no surgery Limited to \$1,000 per calendar year	100% after deductible	70% after deductible
Inpatient Hospital; Semi-Private Room	100% after deductible	70% after deductible
Inpatient Therapy	100% after deductible	70% after deductible
Physician Consultation Inpatient	100% after deductible	70% after deductible
Psychiatric & Substance Abuse Outpatient	100% after deductible	70% after deductible 50 visits per calendar year
Psychiatric and Substance Abuse Inpatient Hospital Semi-Private Room	100% after deductible	70% after deductible 30 days per calendar year
Hospital Doctor Visits	100% after deductible	70% after deductible
Anesthesia	100% after deductible	70% after deductible
Emergency Surgery	100% after deductible	70% after deductible
Inpatient Surgery (Medically Necessary)	100% after deductible	70% after deductible
Intensive Care Unit	100% after deductible	70% after deductible
Cardiac Care Unit	100% after deductible	70% after deductible
Special Care Unit	100% after deductible	70% after deductible
Operating Room	100% after deductible	70% after deductible
Recovery Room	100% after deductible	70% after deductible
In-Hospital Path. & Lab.	100% after deductible	70% after deductible
Radiology	100% after deductible	70% after deductible
IV Solution and Supplies	100% after deductible	70% after deductible
Pre-Admission Testing	100% after deductible	70% after deductible
Diagnostic Testing & Laboratory (ex. x-ray, CT scan, MRI)	100% after deductible	70% after deductible
Prostate Specific Antigen Test	100% - not subject to deductible	70% after deductible
Cosmetic Surgery	Not Covered	Not Covered
Home Health Care	100% after deductible	70% after deductible Limited to 60 visits per calendar year
Private Duty Nursing	100% after deductible	70% after deductible

WORTHINGTON SCHOOLS		
BENEFITS	HSA PLAN - January 1, 2009	
	IN-NETWORK	OUT-OF-NETWORK
Skilled Nursing Facility Care	100% after deductible	70% after deductible
	Limit of 180 days per calendar year combined	
Hospice (Terminally Ill)	100% after deductible	70% after deductible
	Limit of 180 days per lifetime	
Assistant Surgery	100% after deductible	70% after deductible
Personal Care Items	Not Covered	Not Covered
Human Organ Transplant (Tissue and Organ Combined)	100% after deductible	70% after deductible Limited to \$30,000 per transplant
Artificial Limbs/Eyes (Initial/Replacement)	100% after deductible	70% after deductible
	Limited to \$25,000 per calendar year	
Dialysis	100% after deductible	70% after deductible
Chemotherapy/Radiation - Outpatient	100% after deductible	70% after deductible
Second Opinion for Elective Surgery	100% after deductible	70% after deductible
Sterilization	100% after deductible	70% after deductible
Reversal of Sterilization	Not Covered	Not Covered
Infertility Treatment Beyond Diagnosis	Not Covered	Not Covered
Hearing Test/ Hearing Aids	100% after deductible	70% after deductible
	Limited to \$300 per calendar year combined	
Lifetime Maximum Benefit	Unlimited	\$1,000,000
Dependent Age Limit	19 - 24 if IRS Dependent end of birthday month	19 - 24 if IRS Dependent end of birthday month
NOTE: Most Out-of-Network benefits require prior notification for benefits to be paid. Failure to notify will result in a reduction of eligible expenses.		