

NEGOTIATED AGREEMENT

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*between the*

CANTON LOCAL  
CLASSIFIED ASSOCIATION

*and the*

CANTON LOCAL  
BOARD OF EDUCATION

*Effective  
July 1, 2014  
through  
June 30, 2017*

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## **ARTICLE 1 – RECOGNITION**

### 1.01 Recognition

The Canton Local Board of Education (hereinafter referred to as the "Board") recognizes the Canton Local Classified Association/OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive representative for members of the bargaining unit, which shall consist of all full-time and regular part-time classified employees in the following classifications: paraprofessionals, bus drivers, mechanics, secretarial personnel, cafeteria personnel, custodial and maintenance personnel.

The bargaining unit shall exclude all certificated employees, classified substitutes, the treasurer, receptionist (assistant to the Superintendent's secretary), payroll clerk, secretary to the superintendent, secretary to the treasurer, and any management-level employees as defined in Section 4117.01 of the Ohio Revised Code.

The term member(s), employee(s), or person(s) used hereinafter shall refer to a member(s) of the Bargaining Unit.

### 1.02 Employee Rights

All employees of the Bargaining Unit as described herein are entitled to all rights, benefits and privileges of the contract unless otherwise specified.

## **ARTICLE 2 – NEGOTIATIONS PROCEDURE**

### 2.01 Subjects of Negotiations

The Board and the Association will negotiate in good faith on all matters related to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

### 2.02 Requests for Negotiations

- A. If either of the parties desires to negotiate any subject covered by Article 2.01 of this Agreement, it shall notify the other party in writing between sixty (60) and one

hundred (100) days prior to the expiration of this Agreement. Notification in writing from the Association shall be served on the Superintendent, and notice from the Board shall be addressed to the President of the Association.

- B. This request shall contain a list of issues proposed for negotiations. Within fifteen (15) working days after the receipt of such notice, an initial meeting shall be held. The receiving party shall submit its list of proposed negotiating issues not later than the second negotiations meeting.

2.03 Negotiation Meetings

- A. Negotiation meetings shall be scheduled by mutual agreement.
- B. Negotiations are to be completed within forty-five (45) calendar days, unless mutually agreed otherwise.
- C. Negotiation meetings shall be closed to the press and the public.
- D. During the course of a negotiation meeting, either party may recess for caucuses of reasonable length at any time.

2.04 Representation

- A. Representation at negotiation meetings shall be limited to no more than seven (7) representatives of the Association and seven (7) representatives of the Board. Only those so designated by the Association and the Board shall attend meetings unless the parties agree otherwise.
- B. Neither party shall attempt to influence or interfere with the selection of the other party's bargaining team.
- C. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at a tentative agreement on any and all negotiation issues.

- D. If negotiation meetings are scheduled during work hours of any Association bargaining team member, he/she shall be granted release time.

2.05 Assistance and Study Committees

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

2.06 Information

Prior to and during the period of negotiations, the parties agree to furnish, upon written request, in a reasonable time, and at no cost available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals.

2.07 Progress Reports

- A. During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives.
- B. All releases to the news media during negotiations shall be mutually agreed upon before release.

2.08 Agreement

- A. As tentative agreement is reached on items which are the subject of negotiation, the agreement on those items shall be reduced to writing and initialed by the designated representatives of each party but such initialing shall not be construed as final agreement.
- B. If tentative agreement has been reached on all issues, the agreement shall be reduced to writing and submitted by the Association to the bargaining unit for approval. If ratified by the bargaining unit, the agreement shall be submitted to the Board for approval at the next regularly

scheduled Board meeting. If approved by both parties, the agreement shall then be signed by the representatives of each party and be adopted in resolution form as the policy of the Board.

2.09 Dispute Resolution

- A. If agreement is not reached forty-five (45) days prior to the expiration of the Contract, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). Any costs shall be shared equally between the Association and the Board.
- B. Mediation shall continue up to thirty (30) days from the first mediation session unless the parties mutually agree to extend.
- C. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but shall not have the authority to extend the time limits of any existing agreement or bind the parties to any agreement.
- D. Mediation as described in this Article, constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code.

**ARTICLE 3 – PARAPROFESSIONALS**

3.01 Paraprofessionals Work Schedule

The regular work week for all categories of paraprofessionals shall be Monday through Friday with the following specific days. One hundred eighty-five (185) days per year (excluding holidays). Paraprofessionals hired after June 30, 2006 shall have a length of work year equal to that of the students plus two (2) additional days.

3.02 Covering Classes

Under normal circumstances, paraprofessionals shall not be used as substitute teachers or used in classrooms in place of teachers for more than two (2) hours.

3.03 Meetings/InService

Employees shall be paid at their regular hourly rate for attendance at all required meetings and/or inservices.

**ARTICLE 4 – ASSOCIATION RIGHTS**

4.01 Representative Visitation

Representatives of the Association may transact official Association business on school property as long as they do not interfere with or interrupt any instructional programs or work schedule of employees. Association Representatives should report their presence in the building to the building office.

4.02 Building and Equipment Use

A. Subject to availability and approval by the appropriate administrator, the Association shall have the right to use the Association business, school buildings and equipment.

B. The charges to the Association for the use of the school buildings and equipment shall be as follows:

Cost of Board consumable office supplies utilized by the Association.

4.03 Bulletin Boards – Mail

A bulletin board may be placed in each building on which the Association shall have the privilege of posting notices of its activities and matters of Association concern. The Association shall be permitted the use of mail boxes, the internal mail system, and school email for communication to the employees.

4.04 Communications with the Board

The Association shall be supplied with an agenda of each Board meeting.

4.05 Representation

An Association Representative, if requested by the affected employee, shall be released without loss of pay to attend grievance hearings or disciplinary actions concerning bargaining unit members.

4.06 Fair Share Fee

Fair share fee shall apply to all bargaining unit members hired on or after July 1, 1995.

Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit hired on or after July 1, 1995 who elect not to become members of the Canton Local Classified Association, a fair share fee for the Association's representative of such non-member during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of Amount

Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or before October 1 of each year during the term of the Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Schedule of Deductions

A. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees

newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position which shall be the required probationary period, or;
2. January 15<sup>th</sup>.

B. Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member who was employed on or after July 1, 1995 has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

C. Transmission of Deductions

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

D. Procedure for Rebate

The Association 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 employed on after July 1, 1995 who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

E. Entitlement to Rebate

Upon timely demand, non-members employed on or after July 1, 1995 may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

F. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member of which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees: (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, and (2) to permit the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to comply (except due to court order) or misapplies such fair share fee provision herein.

4.07 Objectives to Fair Share Fee

Religiously based objections to the payment of a fair share fee shall be governed by Ohio Revised Code Section 4117.09 (C).

**ARTICLE 5 – ATTENDANCE STIPEND**

Those staff members who are not absent on any schedule work day during their contract year, except for those absences caused by approved professional leave, jury duty, assault and recognized High Holy days, shall receive an additional per semester stipend as follows:

Includes all Bargaining Unit Members

Perfect Attendance	\$75.00
One Day or Less	\$40.00

**ARTICLE 6 – BREAKS**

6.01 Regular Lunch

Regular employees who work five (5) or more hours per day shall be entitled to not less than one-half (1/2) hour uninterrupted lunch period.

6.02 Breaks

All regular employees who work over four (4) hours are entitled to not less than one paid fifteen (15) minute break. Break time schedules shall be a mutual decision between the supervisor and the employee.

**ARTICLE 7 – CAFETERIA EMPLOYEES**

7.01 Cafeteria Work Schedule

The regular work week for all cafeteria employees shall be Monday through Friday with following specific days and hours:

A. COOK MANAGERS:

A minimum of seven (7) hours per day. One hundred eighty-five (185) days per year (excluding holidays).

B. CAFETERIA PERSONNEL:

A minimum of three (3) hours per day for all current cafeteria employees employed as of June 30, 1998 and shall have a length of work year equal to that of the students plus two (2) additional days.

7.02 Absences Covered

In the event of the absence of a cafeteria employee, when feasible this absence shall be covered by extending the number of paid hours of cafeteria personnel, if qualified. Any extended or additional hours shall be assigned on a rotating seniority basis by building. If regular cafeteria personnel are unavailable, a substitute shall be used to cover the absence.

7.03 Banquet Rate

Any cafeteria employee will be paid their regular rate of pay for working special events or banquets unless such time exceeds forty (40) hours in any work week, at which time the pay shall be at the rate of time and one-half (1-1/2). All banquets shall be assigned on a rotating seniority basis by building and then by system. All building events shall be assigned on a rotating seniority basis by building for qualified employees.

7.04 Clothing Allowance

The Board of Education shall provide cafeteria employees with \$135 lump sum payment paid with 1<sup>st</sup> pay of contract. Should an employee resign before March 1<sup>st</sup>, clothing allowance will be prorated based on number of days completed.

Prior to adopting a dress code Labor Management or administration shall meet and confer with the Association.

7.05 Cafeteria Meetings

Employees shall be paid at their regular hourly rate for attendance at all required meetings and or inservices.

7.06 The cafeteria is a non-profit program of the Canton Local School District. The Board's operating policy and practice will reflect the program's non-profit status.

## **ARTICLE 8 – CALAMITY DAY**

- 8.01 All employees shall be paid their appropriate rate of pay for all days or part of a day when the entire school system or their particular worksite building is closed owing to an epidemic, weather, or other public calamity.
- 8.02 If required to work on a calamity day, an employee shall be given time and a half comp time for hours worked.
- 8.03 Any employees required to work, who because of an existing public calamity cannot do so, shall not be penalized or disciplined.
- 8.04 Café Managers shall be available on calamity days for deliveries or other emergencies.

## **ARTICLE 9 – COMPLAINTS**

- 9.01 If a public complaint regarding an employee's work performance is considered substantial, then the immediate supervisor will meet with the employee to discuss the complaint and attempt to effect a resolution. The immediate supervisor or the employee may request a meeting between the employee, the complainant, and the immediate supervisor at a mutually convenient time.
- 9.02 If the complaint is not resolved at the immediate supervisor level, it may be appealed to the Superintendent. The employee shall reduce and forward the complaint in writing and attempt to effect a resolution. The immediate supervisor or the employee may request a meeting between the employee, the complaint, and the immediate supervisor at a mutually convenient time.
- 9.03 No notation shall be made in the employee's file of any anonymous complaint.
- 9.04 An employee may be accompanied by a representative of his/her choosing at any level of the complaint procedure.

## **ARTICLE 10 – CUSTODIAL and MAINTENANCE EMPLOYEES**

### 10.01 Custodial and Maintenance Work Schedule

The regular work year shall be no less than two hundred forty-nine (249) days (excluding holidays).

- A. The regular work hours shall be forty (40) hours per week, eight (8) hours per day, for full-time employees.
- B. The Board may hire no more than one (1) four (4) hour custodian in the district. The four (4) hour custodian would have the right to bid on an open full-time custodial position per the negotiated agreement.

### 10.02 Meetings/InService

Employees shall be paid at their regular hourly rate of pay for attendance at all required meetings and/or inservices.

### 10.03 Employees required to perform building security checks shall receive one (1) hour pay for each day and one (1) hour pay for each holiday at time and a half.

For head custodians employed on or after July 1, 2006: Employee building checks shall be considered part of the forty (40) hour work week for the head custodian. The employee's regular schedule shall be reduced so that the regular schedules plus the building checks do not exceed forty (40) hours a week.

### 10.04 One additional increment shall be granted employees working the afternoon and night shift.

### 10.05 The minimum pay for call out time for emergencies for all classifications is one (1) hour.

## **ARTICLE 11 – DEDUCTIONS**

### 11.01 The employer agrees to deduct from the wages of any employee member of the Association, the dues of the Association, upon presentation of a written deduction authorization from the employee-member of the Association. All monies deducted for such purpose shall be paid within ten (10) days after deduction to the Association unless there are extenuating circumstances.

- 11.02 Deductions for Association dues will be made in equal installments beginning with the next pay period following the presentation of authorization and ending with the last pay period in August.
- 11.03 In the event an employee severs employment, the Treasurer shall deduct all owed and remaining dues from that employee's last check.
- 11.04 Timelines for Establishing or Changing Payroll Deductions

Tax sheltered annuities may be established or changed at any time; The payroll authorization form must be in the Administration Center no later than one week prior to payday. TSA company must be notified prior to payroll authorization.

The establishment or change for Credit Union deduction may be done at any time during the year. The payroll authorization forms must be turned in to the Central Office one week prior to payday.

Changing exemptions for purposes of Federal and State income tax withheld may be made at any time during the year. W-4 forms and IT-4 forms must be turned in to the Central Office one week prior to payday.

Establishing or changing a city income tax deduction may be made at any time during the year. Payroll authorization forms must be turned in to the central Office one week prior to payday.

	<u>Payday Effected</u>	<u>Deadline</u>
TSA's	Any payday	One week prior to next payday
Credit Union	Any payday	One week prior to next payday
W-4, IT-4	Any payday	One week prior to next payday
City Income Tax	Any payday	One week prior to next payday

- 11.05 All employees shall be enrolled in direct deposit pay. Pay stub information shall be provided by electronic means.
- 11.06 The Board of Education shall be held harmless for payroll deduction of union dues.

### **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

- 12.01 The principles of progressive discipline shall be followed.
  - A. The progression shall be as follows:
    - 1. Verbal warning
    - 2. Written Reprimand.
    - 3. Suspension
    - 4. May result in possible termination
  - B. Extenuating circumstances may cause progressive discipline to be bypassed.
  - C. Any discipline shall be kept confidential unless disclosure is required by law.
- 12.02 Employees shall be afforded due process.
- 12.03 If the employee requests representation, he/she shall have a right to a representative at any disciplinary hearing or at any meeting which may lead to discipline.
- 12.04 No employee, after having been renewed at the end of the third year of employment, shall be disciplined, discharged, or reprimanded without just cause.
- 12.05 Newly hired classified personnel shall be placed on a sixty (60) calendar day probationary period to determine his/her ability to perform the work. If the Supervisor feels the job performance is unsatisfactory, the employee may be terminated without a statement or showing of reasons. Such termination shall not be subject to grievance, arbitration, or appeal of any form including 3319.081 O.R.C.
- 12.06 Newly hired classified personnel shall be employed for an initial period of up to one year (initial contract shall not extend beyond June 30<sup>th</sup>). The employee may be renewed for up to three 1 year

limited contracts and then would become eligible for a continuing contract.

- 12.07 If the contract of the classified employee is renewed beyond the probationary period, the employee shall be continued in employment and the salary provided in the contract/salary notice may be increased, but not reduced, unless such reduction is a part of a uniform plan affecting all classified employees of the entire district.
- 12.08 The Board reserves the right to non-renew all probationary contracts without reason. Such notices shall be issued on or before the first day of June in accordance with law.

### **ARTICLE 13 – DOUBLE CLASSIFYING**

Bargaining Unit members may only hold one position, excluding supplementals, unless they already were under contract for multiple positions as of July 1, 2014.

### **ARTICLE 14 – DRESS CODE**

Prior to adopting a dress code, the Board shall meet and confer with the Association.

### **ARTICLE 15 – DRUG FREE WORKPLACE**

- 15.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 15.02 The conviction, guilty, or no contest plea of an employee for unlawfully possessing and/or use and/or manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.
- 15.03 Any required background checks, finger printing, or abstracts for bargaining unit members shall be at Board paid expense.

## ARTICLE 16 – EVALUATION

### 16.01 Objectives

- To provide a process through which the supervisor may help employees improve job performance.
- To provide communication about employee job performance and to foster job satisfaction.
- To provide review and evaluation of each employee's job performance.
- To provide data for administrative decision-making regarding employee re-employment, termination, re-assignment or promotion.

### 16.02 Procedures

#### A. Evaluators:

Job descriptions shall be provided to each bargaining unit member within one (1) week of the beginning of each school year. Bargaining unit members will be required to initial receipt of said job descriptions. A copy of all job descriptions shall be provided at the same time to the Association President.

Building principals and/or District Administrators will evaluate secretaries and paraprofessionals.

The director of Special Services may become involved with Special Area Paraprofessionals.

Supervisor of cafeterias will evaluate the cafeteria employees with input from the building principal(s).

Supervisor of Transportation / Buildings and Grounds will evaluate the bus drivers, custodians, maintenance and mechanics with input from the building principals.

B. Initial Conference to Review Job Description and Expectations:

Each evaluator will meet with the classified staff members in an initial conference to explain the Classified Personnel Development Plan, to review job descriptions, and to establish job targets (see Appendix A, Form #1).

This conference shall be held with all limited contract classified employees at the beginning of their current contract year (September). This conference shall be held with all continuing contract employees who are to be evaluated. This conference shall also be held with any new employees at the beginning of their employment.

A signed copy of the record of initial conference shall be forwarded to the Board offices, to be included in the employee's personnel file.

C. Evaluation of Classified Employees:

Prior to April 1<sup>st</sup>.

All staff on limited contract will be evaluated each year. Staff on continuing contract will be evaluated periodically, at least once every three (3) years (see Appendix A, Form #2).

For employees coming to the end of a one (1) or two (2) year contract, a copy of "Recommendation for Renewal of Classified Personnel" must accompany the completed evaluation form (see Appendix A, Form #3).

Following the conference and evaluation, a signed copy of the completed report(s) shall be forwarded to the Board offices to be included in the employee's personnel file.

The procedure outlined below may be applied in the event that there is an administrative judgment to the effect that an employee's performance is less than satisfactory. (This may occur in a person's first year on the assignment or in any year in which performance is

judged to be less than satisfactory). The intent of this procedure is achievement or restoration of satisfactory performance. The possibility of resignation, non-renewal of limited contract or contract termination resulting from unsatisfactory performance cannot be ignored.

1. Administrative Decision

The building administrator may conclude at any point in the school year that a person's job performance appears to be less than satisfactory. At this point, the employee will be notified in confidence and in writing and advised of the reasons why she/he is being put on evaluation.

2. Diagnosis, Prescription, and Follow-Through

A prescriptive program of development activities which will help the employee understand and overcome deficiencies shall be developed and carried out cooperatively by the employee, administrator, and other appropriate personnel (e.g. supervisor, central office staff, and other resource personnel). Both the employee and the administration assume shared responsibility in working together in the conferences, work sessions, and observations for the purpose of improving job performance. The employee must assume responsibility for achieving and demonstrating continuing improvement.

3. Written Documentation

- a. Written documentation of job performance will be recorded by the building administrator or his/her designated representative. Copies of these documents shall be made available to the appraisee upon request.
- b. Written documentation of job performance including the diagnosis, prescriptive program of development activities, and summary of existing

status are to be reviewed by those personnel involved. This should be completed by April 1<sup>st</sup> during the year of the evaluation.

4. Performance Review – decision on status to be made by April 30<sup>th</sup> during the year of the evaluation.

#### 16.03 Options

Option #1: Satisfactory – The desired outcome shall be justification for deciding that the employee's performance is judged as satisfactory. At this point the employee would be returned to the regular staff evaluation process.

Option #2: Marginal – In some instances it may be judged that the employee, although not rendering fully satisfactory performance, has evidenced sufficient initiative, cooperation and growth to merit the opportunity for continued employment and will continue to be involved in the evaluation process.

Option #3: Unsatisfactory – If it is still judged that the appraisee's performance remains at an unsatisfactory level, discontinuation of his or her services is in order. This may be accomplished by one of three procedures:

- A. Resignation: A professional person should be accorded the opportunity of submitting a resignation. If the appraisee does not submit a resignation, non-renewal of limited contract or termination becomes necessary.
- B. Non-Renewal: When it is necessary to discontinue employment by non-renewal of contract, duly established legal procedures will be observed including notification that a recommendation for non-renewal of a contract will be made to the Board of Education prior to April 30<sup>th</sup> on limited contracts.
- C. Termination: Contracts may be terminated as legally prescribed for cause at any time by action of the Board of Education. Depending on the nature of the problem held to be cause for dismissal, action may be immediate or deferred until the close of the school year.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

### 17.01 Definitions

- A. A "grievance" is a claim by a bargaining unit member or group of members or the Association involving an alleged violation, misinterpretation, or misapplication of any provision(s) of this contract.
- B. A grievance procedure is a method by which an individual or group of individuals can express a complaint, problem or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
- C. Working days are defined as calendar days exclusive of Saturdays, Sundays, and legal holidays, whether or not school is in session.

### 17.02 Time Limit

A grievance shall be filed within thirty-five (35) working days following the incident that provoked the grievance.

### 17.03 Procedures

- A. All grievances shall be filed at the "lowest possible level". The "lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to process or deny any grievance.
- B. Except for the Informal Procedure, first step, before a grievance can move to the next level, the grievant must first discuss the grievance with the Grievance Committee and/or Union Board Association for its evaluation. The Grievance Committee and/or the Union Board shall have full authority to process or deny any grievance.
- C. The grievant may be represented at any and all levels steps of the grievance procedure by the Association or its affiliates or by counsel. When a grievant is not represented by the Association, the Association shall

have the right to be present and to state its view at any level step of this procedure.

D. The grievant is not required to be represented by the Association or its affiliates or by counsel.

E. Where applicable, before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops.

F. Informal Procedure

The grievant shall discuss the grievance with the principal, or his/her immediate supervisor, who shall endeavor to effect a solution.

G. Formal Procedure

LEVEL I

If a satisfactory solution is not effected in ten (10) working days, the grievant shall request a formal review of the grievance, in writing, with the Superintendent.

Within ten (10) working days of this request, the Superintendent shall hold a hearing on any grievance and will advise, counsel, and take steps which are in her/his judgment desirable or necessary to effect a solution.

LEVEL II

In the event the Level I step does not result in a solution within ten (10) working days satisfactory to the grievant, she/he may request the grievance be submitted to arbitration.

H. No individual shall be denied the right to legal advice and/or counsel.

I. A grievance may be withdrawn at any level without prejudice.

J. The fact that an individual files a grievance shall not be recorded in his/her personnel file or in any file used in

the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

17.04 Arbitration

- A. The parties agree to permanent arbitrator, Rob Stein. The parties shall not be under the auspices of the American Arbitration Association, but shall abide by their rules. In the event Rob Stein is unwilling or unable to serve, the parties shall agree on a replacement. A replacement arbitrator shall be selected from a list of fifteen (15) arbitrators which the Association representative and the Board representative shall request from the American Arbitration Association. Within ten (10) days following the receipt of this list, the Association representative and the Board representative shall meet for the purpose of naming the arbitrator either by mutual agreement or by a striking process, whereby each shall alternatively strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The arbitrator will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to render a decision to the grievant and the Board. Neither party will be permitted to assert in arbitration proceedings any ground or to rely on any evidence not previously and fully disclosed to the other party. The arbitrator shall not have any power to add to, subtract from, or modify the terms of this Agreement; and shall only have the authority to interpret the provisions of this agreement as the same relate to the specific grievance appealed to arbitration.
- B. The hearing shall be held within ten (10) working days of selection, if possible. The decision reached by the arbitrator shall be binding.
- C. Upon receipt of the decision of the arbitrator, each party shall take official action within thirty (30) calendar days.

- D. Both parties shall equally share all expenses of the arbitrator.

**ARTICLE 18 – HEALTH AND SAFETY**

- 18.01 The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or likely to cause accident, injury or illness to employees.
- 18.02 The Board will schedule Board paid Hepatitis B immunization for all qualified or interested employees. The immunizations will be administered and scheduled in coordination with the Stark County Health Department. If an individual chooses to have the immunization, he/she shall not be required to perform duties outside their job description as a result of obtaining the immunization.

**ARTICLE 19 – HOLIDAYS**

- 19.01 Nine and ten month employees shall receive the following paid holidays:
- |                        |                             |
|------------------------|-----------------------------|
| Labor Day              | Martin Luther King, Jr. Day |
| Thanksgiving Day       | Presidents Day              |
| Day after Thanksgiving | Memorial Day                |
| Christmas Eve Day      | Good Friday                 |
| Christmas              | New Year's Day              |
- 19.02 All eleven and twelve month employees shall receive all holidays listed above plus Independence Day. (If the holiday falls on Saturday, employees get Friday off. If the holiday falls on Sunday, the employees get Monday off.)
- 19.03 Beginning July 1, 2011, newly hired employees will not receive the day after Thanksgiving and Christmas Eve Day as paid holidays.

## ARTICLE 20 – INSURANCE

### 20.01 Short Hour Employees

Employees must be contracted for at least thirty (30) hours a week in order to participate in the insurance programs. However, if an employee has less than thirty (30) hours and was participating in the insurance program as of January 1, 2014, they may continue to participate by paying forty-five (45%) percent of the premium.

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

Coverage Overview: See Plan Booklet for more detailed coverage information

### 20.02 Medical

If both spouses are employed by the district and choose to participate in the health insurance programs, only one family plan may be selected.

- A. For full time employees, for 2014-2015 and 2015-2016, the Board will pay 90% of the premium and the employee will pay 10%. For full time employees, for 2016-2017, the Board will pay 85% of the premium and the employee will pay 15%.

However, any employee hired after July 1, 2011 will pay 15% of the premium for the 2014-2015, 2015-2016 and 2016-2017 school year.

- B. Stark County Schools Council

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

- C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of

Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

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

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

E. Well Baby Care: \$1,000

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

G. Early Retirement Incentive

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

H. Specifications – PPO

Maximum Benefits Unlimited

Deductible \$100/ individual  
\$200/family

Accumulation Period Calendar Year

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

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

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

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

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

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

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

20.03 **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$60,000 for each employee. Employees must be working at least 30 hours per week. However, anyone employed on or before June 30, 2006 who is working less than 30 hours per week and has life insurance may maintain the coverage if permitted by the COG and the insurance carrier.

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

20.04 **Dental Insurance**

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

Plan description (summary only):

- 1) Maximum benefits/covered person:

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

Lifetime maximum Orthodontia	\$1200/per individual
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20.05 **Section 125-Tax Shelter**

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

**ARTICLE 21 – LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee (LMC) shall be established for the 1995-96 school year and thereafter. The Superintendent and Association President shall each be members of the committee and each shall appoint up to three (3) other members to serve on the committee.

**ARTICLE 22 – LEAVES**

The Superintendent may extend any provision in this Article.

22.01 Sick Leave

A. Annual Allowance – Each employee shall be granted sick leave on the following basis: One and one-fourth (1¼) days for each completed month of service, or fifteen (15) days for each completed year of service. Each new employee or employees who exhaust their accumulated sick leave shall be entitled to an advancement of five (5) days sick leave. This advancement shall be deducted from the sick leave he/she subsequently accumulates under this article.

B. Accumulation

1. Sick leave credit will continue to accumulate while on sick leave.
2. The maximum number of sick leave days accumulated shall be three hundred five (305).
3. Bargaining unit members who are part time shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees. Each day's absence will be considered as one day to be deducted from accumulated sick leave. In other words, if an employee goes from full-time to part-time or part-time to full-time, the leave accumulation is pro-rated, effective as of July 1, 2014.

C. Approved Use of Sick Leave Days

1. Employees may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees or pupils, illness or death in the employee's immediate family, and sickness due to pregnancy.
2. Sick leave may be used at any time for members of the immediate family or such other person for whom the employee takes the major responsibility for care and aid. "Major responsibility for care and aid" shall be defines

as any individual who is dependent under IRS definition.

3. Employees shall be allowed to use up to three (3) days of sick leave, and additional days if approved by the Superintendent, in the event of a death of a sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparents/grandchildren.
4. An employee shall be allowed to use one (1) day of sick leave, and additional days if approved by the Superintendent, to attend the funeral of an aunt, uncle, nephew or niece. An employee shall be allowed to use one (1) day of sick leave to take part in a funeral of any other deceased if it was the request of the deceased person's family.

D. Procedure

An employee who must be absent for any of the reasons specified above shall contact his/her immediate supervisor at the earliest possible time.

22.02 Personal Leave

Each regular employee shall be entitled to three (3) days of unrestricted personal leave which shall not accumulate from year to year and not be deducted from the employee's sick leave. Requests for personal leave are to be made with the Superintendent.

A. Restrictions

1. Personal leave may not be used during the first or last week of school, on inservice days, on days immediately before or after a holiday or for profit making businesses.
2. Only five (5) percent of building or department staff may have personal leave granted on any given day.

B. Procedures

1. Requests for personal leave shall be made on the form prescribed by the administration at least one week prior to the day of the requested leave. In an emergency situation, the requirement for one week advance written notification may be waived by the Superintendent. If a waiver is granted, a completed personal leave request form must be submitted to the Superintendent within one week following usage of the personal day. In all instances of emergencies where advanced notice has not been given, the building principal must be notified so that arrangements can be made for a substitute.
2. Responsibility rests with the employee to notify his/her building principal or supervisor when the request is submitted.

C. Falsifications/abuse of personal leave shall be grounds for termination.

D. If no personal days are used, the employee shall receive a stipend of \$200.

22.03 Parental/Maternity Leave

A. Leave Rights

Any employee who is expecting a child or who is adopting a child five (5) years old or less shall be granted (upon application) a leave of absence without pay. Such leave shall be no longer than one academic school year.

B. Application for Leave

Application for parental leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to service.

C. Reinstatement of Rights

Upon return from approved parental/maternity leave the employee shall be entitled to reinstatement to the same contractual status.

22.04 Assault Leave

Definition

Any employee who suffers illness or injury (physical or psychological) that is caused by a job-related assault, be in on or off the Board's premises, shall be granted assault leave for the length of the absence.

The employee must furnish a signed statement on a prescribed form to justify use of assault leave. Falsification is grounds for suspension or termination. A statement from a licensed physician or licensed mental health professional must also be proved stating the nature of injury and the anticipated length of time an employee is unable to return to work.

- A. Employees shall report immediately to their supervisor or acting principal all cases of assault suffered by them in connection with their employment.
- B. Whenever an employee is absent from work as a result of an illness or injury caused by such an assault, he/she will be paid his/her full wages and benefits for the period of such absence for up to forty-five (45) days.
- C. Use of assault leave shall not be deducted from sick leave or personal leave.  
  
All documented medical/emergency costs as a result of an assault and not covered by Workers Compensation, the employees insurance or other sources shall be paid by the Board of Education.
- D. Any amount of salary payable under this section shall be reduced by the amount of any Workers' Compensation awarded.
- E. The Board shall have the right to require the employee to be examined at Board expense by a physician

designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties. In the event that there is no length of time established through Workers' Compensation proceedings, and there is a dispute between the employee's personal physician and the Board's designated physician, the Board shall designate a third physician (at board expense) to examine the employee. The majority opinion of the three physicians shall prevail.

22.05 Compulsory Leave

Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness. If the employee is dismissed as a witness with more than half his/her regular scheduled time remaining, the employee shall return to his/her regular assignment.

22.06 Association Leave

- A. The Superintendent shall grant an accumulative total of up to four (4) days leave with pay per school year to members of the Association, selected by the Association, to attend any meetings or conferences of Association affiliates.
- B. This leave shall be granted upon written request from the Association President. The leave request must be submitted at least five (5) days in advance to the Office of the Superintendent and shall include the name(s) of the Association representative(s), and the date(s) for which leave is requested.
- C. At his/her direction, the Superintendent may approve additional Association leave.

22.07 Jury Duty Leave

Employees shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty the employee shall receive his/her regular rate of pay but, upon completion of jury duty, the employee shall remit all jury duty pay

(less mileage and meal allowances) up to the employee's daily wage to the Board Treasurer.

22.08 Professional Leave

Any employee shall receive compensation and expenses for days on which he/she has prior approval of the Superintendent to attend professional meetings. Expenses must be documented in accordance with current policies or procedures.

22.09 Short Term Leave of Absence

Employees may take up to ten (10) days unpaid leave of absence with two (2) weeks application to and upon approval of the Superintendent.

22.10 Unpaid Leaves

- A. The Board may grant unpaid leave upon written request to the Superintendent to any employee.
- B. If the leave is granted for a period of up to one (1) year, such leave may be renewed by the Board upon request for up to one (1) additional year and thereafter may be renewed upon request by Board approval, for up to one (1) more additional year making a maximum total of three (3) consecutive years.
- C. All requests for unpaid leave shall specify the reason(s) for the leave, the proposed beginning date and the proposed duration.
- D. An employee on unpaid leave shall inform the Superintendent in writing of his/her intention to return to duty at least thirty (30) calendar days before the expiration of the leave.
- E. Upon return from leave the employee shall resume the position and resume the same contractual status which was held prior to the leave.

22.11 Family Medical Leave

- A. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave

Act, the leave shall be administered under the provisions of the FMLA.

- B. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
- C. The Board shall provide a copy of the policy on FMLA in the library of each building.

### **ARTICLE 23 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

23.01 The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers within the scope of the law, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and United States including the right:

- A. To the executive management and administrative control of the school system and its properties, facilities, and employees.
- B. To determine the size and categories of the staff and to hire all employees; to direct the employees and determine their qualifications and the conditions for their continued employment or their termination and non-renewal; and to promote and transfer all such employees.
- C. To determine the use, number and location of its facilities, including the establishment or relocation of new schools, buildings, department, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.

23.02 The Board shall determine all methods and means to carry on the operation of the schools, including automation, technological changes or contracting of services.

Where technological changes or contracting of services implies a layoff of Association employee(s), the Board will meet and confer

with the Association over such matters prior to any official Board action.

- 23.03 The Board shall determine the type of equipment used, sequence of work, and standards and quality of work to be produced.
- 23.04 The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- 23.05 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement.

#### **ARTICLE 24 – MANDATORY SUMMER INSERVICE**

Mandatory summer in-service will be built into yearly professional development calendar and agreed upon by labor management.

#### **ARTICLE 25 – MEDICAL PROCEDURES / CUSTODIAL CARE**

- 25.01 All paraprofessionals shall be trained to perform any custodial procedures.
- 25.02 In Multiple Disabilities and SED classes, the Board shall employ paraprofessionals outside the current bargaining unit for new students entering the Canton Local School District with funded Individual Educational Programs (I.E.P.) requiring custodial care.
- 25.03 The district shall provide assistance for paraprofessionals required to assist or supervise in bathrooming as needed.

#### **ARTICLE 26 – NON-DISCRIMINATION**

The policies and practices of the Board shall be applied without regard to disability, race, color, national origin, sex, marital status, sexual orientation, gender identity or age. The Board

shall not discriminate against employees because of membership or nonmembership in the Association or participation in Association activities.

#### **ARTICLE 27 – PARAPROFESSIONAL**

If the paraprofessional determines it is necessary, the building principals or Director of Special Services shall work with paraprofessionals required to assist in toileting.

#### **ARTICLE 28 – PAY CHECKS**

- 28.01 All employees will be paid in twenty-six (26) equal pays except when adjustments are necessary to comply with audit regulations. In this event, the Superintendent shall meet with the Association President to explain the required adjustments. All bargaining unit members shall be notified annually of the specific pay dates of each school year. If a payday occurs on a holiday, the preceding work day shall be pay day.
- 28.02 An employee's regular pay shall be divided equally among pay periods. Overtime and extra work pay will be added to the employee's regular pay in the pay period in which it is earned. Cafeteria employees need to verify each week that extra time or overtime is being turned in for payment. Bus drivers need to fill out their own time sheets and trip slips and turn them in to the Transportation Supervisor each week. If overtime and extra work pay is not added to the regular pay in the pay period in which it was earned and involves at least five (5) bargaining unit members, the Treasurer will issue a separate check for the overtime payment the same week of pay day.

#### **ARTICLE 29 – PAY ISSUES**

29.01 Time and One-Half – overtime

Employees shall be paid at time and one-half for:

All hours actually worked in excess of forty (40) hours per week must be pre-approved by supervisor, excluding extra bus trips.

29.02 Premium Pay

Employees shall be paid at

1. Double time for all hours worked on Sunday except for building and gate checks.
2. Time and one-half for all hours worked on a holiday (in addition to holiday pay)

29.03 Compensatory Time

An employee may choose to use compensatory time in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one-half (1 ½) times the actual number of hours worked for all situations in 29.01 above.

Compensatory time may be accumulated to a maximum of two hundred forty (240) hours. Usage of accumulated compensatory hours are limited to up to eighty (80) hours per month.

Compensatory time usage requests shall be granted for any days school is not in session.

Compensatory time usage requests for days school is in session may be limited to only one employee per building at a time if operational needs as determined by the Superintendent necessitate such a limitation.

**ARTICLE 30 – PERSONNEL FILES**

30.01 Official File

- A. The Board shall maintain at the administrative center the official file for each employee.
- B. Each item in the file shall show the date of filing and the date when the item was made. The employee will be given a copy of all documents which are to be placed in his/her personnel file except for routine data as defined by the Superintendent.

30.02 Access to File

- A. Each employee has the right to examine his/her file. The employee may be accompanied by a representative. The employee has the right to attach comments to any item in the file.
- B. One copy of each item in the file may be obtained at no cost. Additional copies may be obtained if the employee pays the reproduction cost.

**ARTICLE 31 – PRINTING & DISTRIBUTION**

- 31.01 At the conclusion of contract negotiations, the entire agreements between the parties shall be reduced to writing and reproduced for distribution to every classified employee in the district.
- 31.02 The responsibility of contract preparation shall be mutually shared by the Association and the Board.
- 31.03 Contract shall be available online to employees with ten (10) hard copies to be paid for by the Association.

**ARTICLE 32 – PROBATIONARY PERIODS**

- 32.01 Probationary periods shall be for the use by the Board to determine the fitness and adaptability of any transferred employee.
- 32.02 The probationary period for transferred employees shall be thirty (30) calendar days from effective transfer date, except for cafeteria managers whose probationary period shall be sixty (60) calendar days.

The Association President and the employees shall be given a date certain as to when the probationary period begins and when it is completed.

- A. Employees who transfer or are transferred from one job classification to another will not accumulate job classification seniority in their new job classification until completion of the probationary period.

- B. During the probationary period such employees will continue to retain seniority in their former job classification.
- C. Upon successful completion of the probationary period, the employees will acquire seniority in the new job classification for all of the days of the probationary period.
- D. At the completion of the probationary period, the employee may elect to return to his/her previous classification and contract status.
- E. If the Superintendent determines that the probationary period has been unsuccessful, the employee shall be returned to his/her previous position.

### **ARTICLE 33 -- REDUCTION IN FORCE**

- 33.01 When a reduction in staff is deemed necessary due to suspension of schools, decreased pupil enrollment, lack of funds or territorial changes affecting the district:
- 33.02 Attrition: Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements for employees who retire or resign or otherwise leave employment.
- 33.03 Reduction Other Than by Attrition: To the extent that reductions are not achieved through attrition, reductions may be achieved by a suspension of the employee contract. The Board of Education shall determine in which classification the lay off will occur and the number of employees to be laid off. Each employee to be laid off shall be given thirty (30) calendar days written notice stating the reasons and the effective date of the intended lay off. Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first.
- 33.04 Seniority Defined

Seniority shall mean the length of continuous employment in the district as follows:

- A. Job classification seniority is the length of regular employment by an employee in a particular job classification series from his/her most recent date of entry into such job classification series.
- B. District seniority is the length of regular employment of an employee from his/her most recent date of hire.
- C. Seniority shall accrue for all time an employee is on active pay status or is receiving Worker's Compensation benefits.
- D. Time spent on inactive pay status (unpaid leave or layoff) shall not be contributed to the accrual of seniority but shall not constitute a break in seniority.

33.05 Seniority Tie Breaking

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

In ties in job classification seniority the most senior employee shall be the employee with the greater district seniority. Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the first day worked; then

the employee with the earliest date of employment (date of hire); then

the employee with the greater prior service to the district; then

the employee with the earliest date of application.

33.06 Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the employer.

33.07 Posting of Seniority List

The Board shall annually generate two (2) seniority lists from its records: one (1) based on district seniority and one (1) on job classification seniority.

- A. The district seniority list shall give the names and hire dates of all bargaining unit members in rank order by district seniority with the most senior listed first and the least senior last.
- B. The job classification seniority list shall give names and job classification entry dates of all bargaining unit members in each job classification in rank order by job classification seniority with the most senior listed first and the least senior last.
- C. Copies of these seniority lists shall be sent to the Association President and posted by the Board on the designated bulletin board in each building and/or work site not later than October 1<sup>st</sup> of each year.

33.08 Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after the posting of the seniority lists in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer and its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

33.09 Implementation

- A. Classification: The classification to be used for the purpose of defining classification seniority shall be:
  - 1. Classification I – Secretary
    - Category: A. Secretary – 205 days
    - B. Secretary – 210 days
    - C. Secretary – 215 days
    - D. Secretary – 225 days
    - E. Secretary – 250 days

2. Classification II – Paraprofessional  
Category: A. Paraprofessional
3. Classification III- Custodians  
Category: A. Custodians – Head  
B. Custodians – Licensed  
C. Custodians – Unlicensed
4. Classification IV – Cafeteria  
Category: A. Cafeteria – Manager  
B. Cafeteria – Worker
5. Classification V – Bus Driver  
Category: A. Bus Driver
6. Classification VI – Maintenance  
Category: A. Maintenance – Head  
B. Maintenance – Assistant
7. Classification VII – Mechanic  
Category: A. Mechanic – Head  
B. Mechanic – Assistant
8. Secretary – Line of Progression
  - a. Secretary whose position is being eliminated may select one of the following options:
    - 1.) Replace secretary with the least seniority within respective job category.
    - 2.) Replace secretary with least seniority.
  - b. Secretary who is bumped will replace secretary with least seniority.

9. Paraprofessional – Line of Progression

a. A paraprofessional whose position is being eliminated may select one of the following options.

1.) The least senior paraprofessional will be RIF'd.

10. Custodians – Line of Progression

a. Head custodian whose position is being eliminated may select one of the following options:

1.) Replace head custodian with least seniority as head custodian.

2.) Replace day/afternoon/midnight custodian with least seniority.

b. Day/afternoon custodian whose position is being eliminated may replace day/afternoon/midnight custodian with least seniority.

c. Head custodian who is bumped may replace day / afternoon / midnight custodian with least seniority.

11. Cafeteria – Line of Progression

a. Head cafeteria manager whose position is being eliminated may select one of the following options:

1.) Replace head cafeteria manager with least seniority.

2.) Replace main dish/baker/salad person with least seniority.

b. Baker/main dish/salad, meal preparation, a la carte, or food service

worker/hourly whose position is being eliminated may replace others within their job category based on least seniority.

- c. All persons who are bumped shall have the right to replace the least senior person in the following line of progression:

- Category
1. Cafeteria Manager
  2. Main/Baker
  3. Floater
  4. Salad/Ala Carte
  5. Food Service  
Worker/Hourly

If an employee changes categories and bumping occurs that affects that employee's job status, previous seniority status within their previous job category is retained.

12. Bus Driver – Line of Progression

The least senior bus driver will be RIF'd.

13. Maintenance – Line of Progression

The least senior maintenance employee will be RIF'd.

14. Mechanic – Line of Progression

The least senior mechanic will be RIF'd.

33.10 Displacement: Employees who have worked in another job classification and are subject to lay off may displace a lesser senior employee in their current or former job classification. When an employee changes job positions, their seniority in that position begins with the date of hire in this current position.

33.11 RIF Lists: The Superintendent shall prepare a reinstatement list in reverse order of lay off. Reinstatement shall be made from

this list before any new employees are hired in the affected classification.

- 33.12 Notice of Recall: Vacancies which occur in the classification of lay off shall be offered to or declined by the employees standing highest on the lay off list before the next person on the list may be considered. Employees shall have one calendar week from the date of receipt to respond. Notification of acceptance or refusal should be presented to the Superintendent in writing; however, failure to respond at all shall be considered refusal of position. Any employee who declines reinstatement shall be removed from the reinstatement list and the Board shall have no further obligation to the employee. Notice of vacancy or reinstatement shall be by certified mail.
- 33.13 Time on RIF List: The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of lay off. If reinstated from lay off during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on lay off shall not count as experience for seniority or salary purposes.
- 33.14 Mailing Address: Where written notice is required pursuant to this Agreement, it shall be the responsibility of the employee to keep the Board informed of his/her current mailing address. If written notice fails for lack of current mailing address, the Board's duty to provide notice shall be deemed satisfied.
- 33.15 Compensation: Employees who are laid off shall have salary and fringe benefits suspended for the duration of the lay off period.
- 33.16 Compliance with Law: Nothing contained herein shall abridge the Board's right to non-renew the contract of an employee for reasons other than RIF in accordance with Ohio Revised Code.
- 33.17 An employee may elect to be placed on a RIF list rather than bump a least senior employee.

#### **ARTICLE 34 – RETIREMENT INCENTIVE**

- 34.01 For the 2014-15 school year (must have a retirement effective date before July 1, 2015 to qualify), any employee who retires

from SERS shall receive a retirement incentive as stated below, payable within sixty days of the employee's retirement:

- A. 20 years or more of employment with the Canton Local School District: 20 days, paid at the daily rate of the employee at the time of retirement.
- B. 25 years or more of employment with the Canton Local School District: 25 days, paid at the daily rate of the employee at the time of retirement.

The employee must give at least a three month notice of the intent to retire to be eligible for the retirement incentive.

34.02. Effective July 1, 2015 through June 30, 2017, a Retirement Incentive Plan will be in effect for members of SERS who have at least 20 years of service with Canton Local who were not eligible to receive the Retirement Incentive during the 2014-15 school year with the following conditions:

- A. Participation is open to all eligible SERS members who are first time eligible (provided they have 20 or more years of service with Canton Local). An SERS member is considered first time eligible if:
  - 1. He/she has thirty years of service, or
  - 2. He/she has reached age 55 with 25 or more years of service, or
  - 3. He/she has reached age 60 with 5 or more years of service
- B. Proper notification and proof of SERS retirement criterion are required.
- C. The Retirement Incentive Payment shall be made to the retiring employee within 60 days of the employee's effective retirement date. The amount of the retirement incentive will be as follows:
  - 1. 20 to 25 years of employment with the Canton Local School District:  
20 days, paid at the daily rate of the employee at the time of retirement.
  - 2. 25 years or more of employment with the Canton Local School District: 25 days, paid at the daily rate of the employee at the time of retirement.

- D. The employee must give at least a three month notice of the intent to retire to be eligible for the retirement incentive.

### **ARTICLE 35 – RETIRE/REHIRE**

35.01 The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with a public retirement system. If such individuals are hires/rehired, the following terms and conditions shall govern:

- A. The individual shall be issued one (1) year limited contracts, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law. Salary placement shall be at the discretion of the Superintendent.
- B. The following Articles shall not apply:

Article 33 Reduction in Force  
Article 38 Severance Pay  
Article 43 Vacancies, Transfers and Promotions

### **ARTICLE 36 – SALARY**

36.01 A. Salaries:

2014-2015: All staff will be placed on the next step of the index if eligible. The base will be increased by 0.5%.

2015-2016: All staff will be placed on the next step of the index, if eligible. The base will be increased by 0.5%.

2016-2017: All staff will be placed on the next step of the index, if eligible. If a staff member is not eligible for a step increase, that staff member will receive a one-time only stipend of 1% of their contracted salary, payable over 26 pays. The base will be increased by 0.5%

- B. Employees hired after June 30, 1998 shall be on the current salary schedules except that steps 20, 25 and 30 shall be deleted.

36.02

Bargaining Unit Members as Substitutes

- A. All bargaining unit members used as long term substitutes (60 days or more) shall be paid at the appropriate rate of pay for the classification in which they are substituting.
- B. Substitute positions shall not be manipulated to circumvent this contract provision.
- C. Bargaining unit members have the right to refuse to substitute.

CAFETERIA  
WORKERS

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$11.25	\$11.31	\$11.37
1	1.030	\$11.59	\$11.65	\$11.71
2	1.060	\$11.93	\$11.99	\$12.05
3	1.090	\$12.26	\$12.33	\$12.39
4	1.120	\$12.60	\$12.67	\$12.73
5	1.150	\$12.94	\$13.01	\$13.08
6	1.180	\$13.28	\$13.35	\$13.42
7	1.210	\$13.61	\$13.69	\$13.76
8	1.240	\$13.95	\$14.02	\$14.10
9	1.270	\$14.29	\$14.36	\$14.44
10	1.300	\$14.63	\$14.70	\$14.78
15	1.330	\$14.96	\$15.04	\$15.12
20	1.360	\$15.30	\$15.38	\$15.46
25	1.390	\$15.64	\$15.72	\$15.80
30	1.420	\$15.98	\$16.06	\$16.15

CAFETERIA  
HIGH SCHOOL MANAGER

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$15.31	\$15.39	\$15.47
1	1.000	\$15.31	\$15.39	\$15.47
2	1.030	\$15.77	\$15.85	\$15.93
3	1.060	\$16.23	\$16.31	\$16.40
4	1.090	\$16.69	\$16.78	\$16.86
5	1.120	\$17.15	\$17.24	\$17.33
6	1.150	\$17.61	\$17.70	\$17.79
7	1.180	\$18.07	\$18.16	\$18.25
8	1.210	\$18.53	\$18.62	\$18.72
9	1.240	\$18.98	\$19.08	\$19.18
10	1.270	\$19.44	\$19.55	\$19.65
15	1.300	\$19.90	\$20.01	\$20.11
20	1.330	\$20.36	\$20.47	\$20.58
25	1.360	\$20.82	\$20.93	\$21.04
30	1.390	\$21.28	\$21.39	\$21.50

CAFETERIA  
MIDDLE SCHOOL MANAGER

EXP	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$14.82	\$14.89	\$14.96
1	1.000	\$14.82	\$14.89	\$14.96
2	1.030	\$15.26	\$15.34	\$15.41
3	1.060	\$15.71	\$15.78	\$15.86
4	1.090	\$16.15	\$16.23	\$16.31
5	1.120	\$16.60	\$16.68	\$16.76
6	1.150	\$17.04	\$17.12	\$17.20
7	1.180	\$17.49	\$17.57	\$17.65
8	1.210	\$17.93	\$18.02	\$18.10
9	1.240	\$18.38	\$18.46	\$18.55
10	1.270	\$18.82	\$18.91	\$19.00
15	1.300	\$19.27	\$19.36	\$19.45
20	1.330	\$19.71	\$19.80	\$19.90
25	1.360	\$20.16	\$20.25	\$20.35
30	1.390	\$20.60	\$20.70	\$20.79

**CAFETERIA  
ELEMENTARY MANAGER**

<b>EXP.</b>	<b>INDEX</b>	<b>2014-15 HR. RATE</b>	<b>2015-16 HR. RATE</b>	<b>2016-17 HR. RATE</b>
0	1.000	\$14.38	\$14.45	\$14.52
1	1.000	\$14.38	\$14.45	\$14.52
2	1.030	\$14.81	\$14.88	\$14.96
3	1.060	\$15.24	\$15.32	\$15.39
4	1.090	\$15.67	\$15.75	\$15.83
5	1.120	\$16.11	\$16.18	\$16.26
6	1.150	\$16.54	\$16.62	\$16.70
7	1.180	\$16.97	\$17.05	\$17.13
8	1.210	\$17.40	\$17.48	\$17.57
9	1.240	\$17.83	\$17.92	\$18.00
10	1.270	\$18.26	\$18.35	\$18.44
15	1.300	\$18.69	\$18.79	\$18.88
20	1.330	\$19.13	\$19.22	\$19.31
25	1.360	\$19.56	\$19.65	\$19.75
30	1.390	\$19.99	\$20.09	\$20.18

BUS DRIVER  
HALF DAY

EXP	INDEX	2014-15 DAILY RATE	2015-16 DAILY RATE	2016-17 DAILY RATE
0	1.000	\$32.11	\$32.27	\$32.43
1	1.030	\$33.07	\$33.24	\$33.40
2	1.060	\$34.04	\$34.21	\$34.38
3	1.090	\$35.00	\$35.17	\$35.35
4	1.120	\$35.96	\$36.14	\$36.32
5	1.150	\$36.93	\$37.11	\$37.29
10	1.180	\$37.89	\$38.08	\$38.27
15	1.210	\$38.85	\$39.05	\$39.24
20	1.240	\$39.82	\$40.01	\$40.21
25	1.270	\$40.78	\$40.98	\$41.19
30	1.300	\$41.74	\$41.95	\$42.16

BUS DRIVER  
FULL DAY

EXP	INDEX	2014-15 DAILY RATE	2015-16 DAILY RATE	2016-17 DAILY RATE
0	1.000	\$64.22	\$64.54	\$64.86
1	1.030	\$66.15	\$66.48	\$66.81
2	1.060	\$68.07	\$68.41	\$68.75
3	1.090	\$70.00	\$70.35	\$70.70
4	1.120	\$71.93	\$72.28	\$72.64
5	1.150	\$73.85	\$74.22	\$74.59
10	1.180	\$75.78	\$76.16	\$76.53
15	1.210	\$77.71	\$78.09	\$78.48
20	1.240	\$79.63	\$80.03	\$80.43
25	1.270	\$81.56	\$81.97	\$82.37
30	1.300	\$83.49	\$83.90	\$84.32

PARAPROFESSIONALS

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$14.49	\$14.56	\$14.63
1	1.045	\$15.14	\$15.22	\$15.29
2	1.090	\$15.79	\$15.87	\$15.95
3	1.135	\$16.45	\$16.53	\$16.61
4	1.180	\$17.10	\$17.18	\$17.26
5	1.225	\$17.75	\$17.84	\$17.92
10	1.270	\$18.40	\$18.49	\$18.58
15	1.315	\$19.05	\$19.15	\$19.24
20	1.360	\$19.71	\$19.80	\$19.90
25	1.405	\$20.36	\$20.46	\$20.56
30	1.450	\$21.01	\$21.11	\$21.21

SECRETARIES

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$15.36	\$15.44	\$15.52
1	1.040	\$15.97	\$16.06	\$16.14
2	1.080	\$16.59	\$16.68	\$16.76
3	1.120	\$17.20	\$17.29	\$17.38
4	1.160	\$17.82	\$17.91	\$18.00
5	1.200	\$18.43	\$18.53	\$18.62
10	1.240	\$19.05	\$19.15	\$19.24
15	1.280	\$19.66	\$19.76	\$19.87
20	1.320	\$20.28	\$20.38	\$20.49
25	1.360	\$20.89	\$21.00	\$21.11
30	1.400	\$21.50	\$21.62	\$21.73

HEAD  
MAINTENANCE

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$21.03	\$21.14	\$21.25
1	1.030	\$21.66	\$21.77	\$21.89
2	1.060	\$22.29	\$22.41	\$22.53
3	1.090	\$22.92	\$23.04	\$23.16
4	1.120	\$23.55	\$23.68	\$23.80
5	1.150	\$24.18	\$24.31	\$24.44
6	1.180	\$24.82	\$24.95	\$25.08
7	1.210	\$25.45	\$25.58	\$25.71
8	1.240	\$26.08	\$26.21	\$26.35
9	1.270	\$26.71	\$26.85	\$26.99
10	1.300	\$27.34	\$27.48	\$27.63
15	1.330	\$27.97	\$28.12	\$28.26
20	1.360	\$28.60	\$28.75	\$28.90
25	1.390	\$29.23	\$29.38	\$29.54
30	1.420	\$29.86	\$30.02	\$30.18

ASSISTANT  
MAINTENANCE

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$20.31	\$20.41	\$20.51
1	1.030	\$20.92	\$21.02	\$21.13
2	1.060	\$21.53	\$21.63	\$21.74
3	1.090	\$22.14	\$22.25	\$22.36
4	1.120	\$22.75	\$22.86	\$22.97
5	1.150	\$23.36	\$23.47	\$23.59
6	1.180	\$23.97	\$24.08	\$24.20
7	1.210	\$24.58	\$24.70	\$24.82
8	1.240	\$25.18	\$25.31	\$25.43
9	1.270	\$25.79	\$25.92	\$26.05
10	1.300	\$26.40	\$26.53	\$26.66
15	1.330	\$27.01	\$27.15	\$27.28
20	1.360	\$27.62	\$27.76	\$27.89
25	1.390	\$28.23	\$28.37	\$28.51
30	1.420	\$28.84	\$28.98	\$29.12

CUSTODIAN  
HEAD HIGH SCHOOL

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$20.43	\$20.53	\$20.63
1	1.025	\$20.94	\$21.04	\$21.15
2	1.050	\$21.45	\$21.56	\$21.66
3	1.075	\$21.96	\$22.07	\$22.18
4	1.100	\$22.47	\$22.58	\$22.69
5	1.125	\$22.98	\$23.10	\$23.21
6	1.150	\$23.49	\$23.61	\$23.72
7	1.175	\$24.01	\$24.12	\$24.24
8	1.200	\$24.52	\$24.64	\$24.76
9	1.225	\$25.03	\$25.15	\$25.27
10	1.250	\$25.54	\$25.66	\$25.79
15	1.275	\$26.05	\$26.18	\$26.30
20	1.300	\$26.56	\$26.69	\$26.82
25	1.325	\$27.07	\$27.20	\$27.33
30	1.350	\$27.58	\$27.72	\$27.85

CUSTODIAN  
HEAD MIDDLE SCHOOL

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$19.84	\$19.94	\$20.04
1	1.025	\$20.34	\$20.44	\$20.54
2	1.050	\$20.83	\$20.94	\$21.04
3	1.075	\$21.33	\$21.44	\$21.54
4	1.100	\$21.82	\$21.93	\$22.04
5	1.125	\$22.32	\$22.43	\$22.55
6	1.150	\$22.82	\$22.93	\$23.05
7	1.175	\$23.31	\$23.43	\$23.55
8	1.200	\$23.81	\$23.93	\$24.05
9	1.225	\$24.30	\$24.43	\$24.55
10	1.250	\$24.80	\$24.93	\$25.05
15	1.275	\$25.30	\$25.42	\$25.55
20	1.300	\$25.79	\$25.92	\$26.05
25	1.325	\$26.29	\$26.42	\$26.55
30	1.350	\$26.78	\$26.92	\$27.05

CUSTODIAN  
HEAD ELEMENTARY

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$19.52	\$19.62	\$19.72
1	1.025	\$20.01	\$20.11	\$20.21
2	1.050	\$20.50	\$20.60	\$20.71
3	1.075	\$20.98	\$21.09	\$21.20
4	1.100	\$21.47	\$21.58	\$21.69
5	1.125	\$21.96	\$22.07	\$22.19
6	1.150	\$22.45	\$22.56	\$22.68
7	1.175	\$22.94	\$23.05	\$23.17
8	1.200	\$23.42	\$23.54	\$23.66
9	1.225	\$23.91	\$24.03	\$24.16
10	1.250	\$24.40	\$24.53	\$24.65
15	1.275	\$24.89	\$25.02	\$25.14
20	1.300	\$25.38	\$25.51	\$25.64
25	1.325	\$25.86	\$26.00	\$26.13
30	1.350	\$26.35	\$26.49	\$26.62

CUSTODIAN  
HIGH SCHOOL LICENSED

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$18.73	\$18.82	\$18.91
1	1.025	\$19.20	\$19.29	\$19.38
2	1.050	\$19.67	\$19.76	\$19.86
3	1.075	\$20.13	\$20.23	\$20.33
4	1.100	\$20.60	\$20.70	\$20.80
5	1.125	\$21.07	\$21.17	\$21.27
6	1.150	\$21.54	\$21.64	\$21.75
7	1.175	\$22.01	\$22.11	\$22.22
8	1.200	\$22.48	\$22.58	\$22.69
9	1.225	\$22.94	\$23.05	\$23.16
15	1.250	\$23.41	\$23.53	\$23.64
20	1.275	\$23.88	\$24.00	\$24.11
25	1.300	\$24.35	\$24.47	\$24.58
30	1.325	\$24.82	\$24.94	\$25.06

CUSTODIAN  
LICENSED

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$18.69	\$18.78	\$18.87
1	1.025	\$19.16	\$19.25	\$19.34
2	1.050	\$19.62	\$19.72	\$19.81
3	1.075	\$20.09	\$20.19	\$20.29
4	1.100	\$20.56	\$20.66	\$20.76
5	1.125	\$21.03	\$21.13	\$21.23
6	1.150	\$21.49	\$21.60	\$21.70
7	1.175	\$21.96	\$22.07	\$22.17
8	1.200	\$22.43	\$22.54	\$22.64
9	1.225	\$22.90	\$23.01	\$23.12
15	1.250	\$23.36	\$23.48	\$23.59
20	1.275	\$23.83	\$23.94	\$24.06
25	1.300	\$24.30	\$24.41	\$24.53
30	1.325	\$24.76	\$24.88	\$25.00

CUSTODIAN  
UNLICENSED

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$17.30	\$17.39	\$17.48
1	1.025	\$17.73	\$17.82	\$17.92
2	1.050	\$18.17	\$18.26	\$18.35
3	1.075	\$18.60	\$18.69	\$18.79
4	1.100	\$19.03	\$19.13	\$19.23
5	1.125	\$19.46	\$19.56	\$19.67
6	1.150	\$19.90	\$20.00	\$20.10
7	1.175	\$20.33	\$20.43	\$20.54
15	1.200	\$20.76	\$20.87	\$20.98
20	1.225	\$21.19	\$21.30	\$21.41
25	1.250	\$21.63	\$21.74	\$21.85
30	1.275	\$22.06	\$22.17	\$22.29

MECHANIC

EXP.	INDEX	2014-15 HR. RATE	2015-16 HR. RATE	2016-17 HR. RATE
0	1.000	\$21.03	\$21.14	\$21.25
1	1.025	\$21.56	\$21.67	\$21.78
2	1.050	\$22.08	\$22.20	\$22.31
3	1.075	\$22.61	\$22.73	\$22.84
4	1.100	\$23.13	\$23.25	\$23.38
5	1.125	\$23.66	\$23.78	\$23.91
6	1.150	\$24.18	\$24.31	\$24.44
7	1.175	\$24.71	\$24.84	\$24.97
8	1.200	\$25.24	\$25.37	\$25.50
9	1.225	\$25.76	\$25.90	\$26.03
10	1.250	\$26.29	\$26.43	\$26.56
15	1.275	\$26.81	\$26.95	\$27.09
20	1.300	\$27.34	\$27.48	\$27.63
25	1.325	\$27.86	\$28.01	\$28.16
30	1.350	\$28.39	\$28.54	\$28.69

**ARTICLE 37 – SECRETARIES**

37.01 Work Schedule

The regular work week for secretaries shall be eight (8) hours per day, Monday through Friday with the work year no less than the following schedule:

High School/District:	
3 @	225 days per year (excluding holidays)
1 @	205 days per year (excluding holidays)
1 @	250 days per year (excluding holidays)
Middle School:	210 days per year (excluding holidays)
Elementary School:	210 days per year (excluding holidays)
Special Service:	215 days per year (excluding holidays)

37.02 Mileage

Employees may receive IRS mileage rate when conducting district business. Employees are not eligible for mileage when traveling between jobs in different buildings.

37.03 Meetings/InService

Employees shall be paid at their regular hourly rate for attendance at all required meetings and/or inservices. Any work required over regular work day will receive the hourly rate.

**ARTICLE 38 – SEVERANCE PAY POLICY**

38.01 Severance Pay – An employee of Canton Local School District who is eligible to retire under provisions of the State Employees Retirement System and who has at least ten (10) years of service in Ohio Public Schools, shall be eligible for severance pay. Those retiring directly from employment in the Canton Local School District will be granted severance pay based on the employee's rate of pay at the time of retirement, in an amount not to exceed one-fourth of the accrued, but unused, sick leave. Credit for the final year is conditional upon completion of a

minimum of one hundred twenty (120) days of duty. The retiree may receive said payment only once, payable at the time the employee's retirement becomes effective. The payment shall be based on the employee's rate of pay at the time of the employee's retirement. Such severance payment shall be paid within 60 days of the employee's retirement. No employee eligible for disability retirement pension will be eligible for severance pay inasmuch as the employee must deplete any accumulated sick leave.

- 38.02 If an employee is eligible to retire under SERS and dies prior to retirement, severance pay due shall be paid to the employee's estate.
- 38.03 An employee qualifying for disability retirement under SERS, may at the employees option receive severance pay rather than use all of his/her sick leave.

### **ARTICLE 39 – SERS PICKUP WITH REDUCTION**

#### **SERS Pickup with Reduction**

The Board herewith agrees with the Association to pickup (assume and pay) contributions to the School Employees retirement System on behalf of the individuals in the bargaining unit with the following terms and conditions:

- 1. The amount to be picked up and paid on behalf of each employee shall be the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- 2. The pickup percentage shall apply uniformly to all members of the bargaining unit.
- 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
- 4. The pickup shall apply to all compensation including supplemental earnings.

5. For federal and state tax purposes the W-2 shall show the total amount of compensation reduced by the employee's contribution. For SERS purposes the total amount of compensation shall not be reduced. For local tax purposes the W-2 shall show the total amount of compensation prior to the reduction.
6. SERS pick up shall in no way affect unemployment compensation, sick leave, worker's compensation, severance pay, daily rate of pay, or any other calculation based on the unreduced rate of pay.

#### **ARTICLE 40 – SUPPLEMENTALS**

Supplementals shall increase the same percentage as salaries.

#### **ARTICLE 41 – TRANSPORTATION PROVISIONS**

41.01 Authorized Driver

Every effort shall be made by the Board to use regularly employed school bus drivers to operate any school bus owned or leased by the Board.

41.02 Driving Schedule

The regular work schedule for drivers shall be Monday through Friday, one-hundred eighty-one (181) days per year (excluding holidays).

Those hired after June 30, 2006 shall have a length of work year equal to that of the students plus two (2) additional days.

41.03 Mechanics Work Schedule

- A. The regular work week for mechanics shall be eight (8) hours per day, Monday through Friday, two hundred fifty (250) days per year (excluding holidays). However, upon agreement of the Association President and the Superintendent, on a voluntary basis, an individual may be assigned to work a schedule other than that contained in this article.

- B. Uniforms: The Board will provide uniforms that are to be worn at all times while on duty in accordance with adopted Board policies. The Board will pay a maximum of \$5.50 per employee per week toward the cost of the uniforms. Any cost above the maximum will be deducted from the employee's wages each pay.

41.04 Meetings/InService

Transportation employees shall be paid at their regular hourly rate of pay for attendance at all required meetings and/or inservices (excluding state requirement for licensing).

41.05 Regular Bus Routes

- A. The Superintendent will make every effort to match current drivers with runs in the same geographic area should runs be computerized.
- B. All vacancies (i.e., newly created route) will be filled in compliance with Article 41. Two (2) moves shall be permitted per vacancy.
- C. Times for regular runs shall be established by October 1<sup>st</sup> of each school year.
- D. Drivers shall be required to report to work fifteen (15) minutes prior to the start of their morning route and fifteen (15) minutes prior to the start of their afternoon route. This time will be included in the total hours driven each day and is to be used for the purpose of inspecting, servicing, and cleaning his/her bus each day.
- E. A half day driver will be used for the other half day run when a regular driver is absent. If a half day driver is not available, a substitute driver shall be offered the run.

41.06 Special Routes (i.e., Handicap/Parochial)

- A. Special routes are compensated in fifteen (15) minute increments for any time a driver drives beyond the finish time of the latest regular run.
- B. Paraprofessionals may be placed on handicap routes on a case by case basis as determined by the

41.07 Extra Trips

- A. Two separate seniority lists shall be used for extra trips. One list will be for those drivers interested in extracurricular trips (evening, weekend, overnight). Drivers may be on both seniority lists.
- B. Every effort shall be made to use regular drivers for field trips.
- C. In the event a driver cannot take the trip, the week's extra trip assignment will not change. The next driver on the appropriate seniority list will be offered the trip. A driver shall not be penalized for refusing the trip if he/she has not received at least twenty-four (24) hours notice of the trip.
- D. If a trip is cancelled, the driver shall have the next available trip.
- E. In the event of an emergency or the last minute scheduling of a trip not on the regular schedule, every effort shall be made by the coordinator to contact the next three (3) available drivers on the seniority list, the coordinator may then assign any regular driver. If the regular driver did not have at least twenty-four (24) hours notice, he/she shall not lose their place on the seniority list if he/she must refuse the emergency or last minute trip.
- F. Extra Trip Pay
  - 1. A driver shall be working and present to accept extra trips.
  - 2. Trips will be assigned Thursday and Friday for the coming week. The only exceptions are:
    - a.) sudden illness of assigned driver
    - b.) accident involving assigned driver
    - c.) positive drug or alcohol test results
    - d.) tournament participation that cannot be schedule in advance

e.) non-availability of assigned driver

3. Outside of District

Pay for driving extra trips shall be at the driver's regular hourly rate based on four (4) hours average for full time drivers and two (2) hours average for part time drivers.

4. Within District

Pay for driving extra trips shall be at the driver's regular hourly rate based on four (4) hours average for full time drivers and two (2) hours average for part time drivers.

G. Overnight Trips

The Board shall reimburse the driver for necessary and actual expenses for hotel and meals. Overnight trips shall be paid at the rate of \$100.00 per day. Article 29.02 does not apply.

H. When the bus is parked on an extra trip and the driver is waiting for the return trip, the driver will use the time for checking and inspecting the bus.

I. Labor Management

Labor Management shall meet to discuss impact of elementary reorganization related to schedule changes. If the parties fail to reach an agreement FMCS shall be utilized for mediation services.

41.08 Alcohol/Drug Testing

A. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (part VII, p. 7513-7514), shall be given to affected employees. The employee shall sign a proof of receipt.

- B. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.
- C. Random testing will be done during scheduled work time. If not scheduled during regular workday, driver will be paid at their regular rate for one (1) hour.
- D. The same laboratory shall be used for all testing except as specified in subsection 7 below. Upon request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.
- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written changes and association representation.
- F. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the Union and the Board.
- G. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the seventy-two (72) hour period.
- H. If the specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
- I. Any and all Board required Drug-Alcohol testing shall be paid by the Board.
- J. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment, if

needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:

- 1.) reinstate the employee to his original position
- 2.) suspend without pay for up to three (3) days at the Superintendent's discretion
- 3.) if the employee has more than five (5) years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
  - a.) be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he is qualified.
  - b.) be terminated under 3319.081 O.R.C. (Ohio Revised Code)
- 4.) If the employee has five (5) years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by J.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.

K. If the employee tests positive on the alcohol test (below .04) disciplinary action, if any:

- 1.) shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement or
- 2.) may result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion

- L. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

#### **ARTICLE 42 – TWO HOUR DELAY**

All employees will report at their regularly scheduled work time, except bus drivers who will show up two (2) hours later for their AM route. A two (2) hour delay that changes to a calamity day that must be made up will be made up as a delayed start day allowing employees to arrive two (2) hours late.

#### **ARTICLE 43 – VACANCIES, TRANSFERS AND PROMOTIONS**

##### 43.01 Definitions

- A. A vacancy shall be any position in the bargaining unit resulting from:
  - 1. An employee's leaving employment as a result of a termination, resignation, or death.
  - 2. An employee's transfer to another position.
  - 3. An employee's assuming a non-bargaining unit position.
  - 4. The creation of a new position that falls within the bargaining unit.
  - 5. The Board is not obligated to post and fill a position.
  - 6. If a vacancy occurs after the end of the third nine weeks, the Board may elect to fill a position with a substitute for the remainder of the school year.
- B. A transfer is an employee's change in assignment from one bargaining unit position to another.

- C. A qualified applicant is one who meets the posted position qualifications.
  - 1. Testing scores for any classification are valid until employee chooses to take another test for the same classification.
  - 2. Testing procedures shall be discussed and agreed to in LMC.
  - 3. Testing shall be conducted a minimum of once per year for all classifications where testing is required.
  - 4. An individual has the right to see her/his test results.

43.02 Posting of Vacancy Notice

- A. A vacancy notice shall be posted openly on all employee bulletin boards in all school buildings and the bus garage. At the same time the notice is posted, a copy of the notice will be sent to the Association President.
- B. The vacancy notice shall include: the position title, qualifications, and a contact person for more information. Employees interested in more information may contact the person listed on the vacancy notice.
- C. The posting period shall be for five (5) work days. However, the five (5) days are waived if the vacancy occurs within three (3) weeks of the start of school.
- D. All attempts will be made to fill a vacancy in thirty (30) days unless agreed upon by the Association President and Superintendent.

43.03 Voluntary Transfer or Promotion

- A. Employees who desire a vacant position shall submit their bid in writing to the Superintendent within the posting period.
- B. The employee bidding on the vacancy who is qualified and who has the greatest seniority in the same job

classification series as the vacancy shall be awarded the vacant position.

- C. Employees may request a meeting with the Superintendent to discuss reasons for denial.
- D. Temporary transfers shall not exceed forty-five (45) days. Such transfers shall be voluntary and shall be compensated at the rate of the temporary classification.
- E. The employee moving to a vacant position shall be placed on the salary schedule closest to their current salary.

43.04 Filling of Vacancies

Vacancies shall be filled within thirty (30) work days of the final posting date.

**ARTICLE 44 – VACATION**

- 44.01 A. Vacation Policy: For Custodians, Maintenance, Mechanics, 12-Month Secretaries who are employed by the Canton Local Board of Education as of July 1, 1990. Each employee who is regularly employed on a twelve-month basis after service of one calendar year shall be entitled during each year thereafter, up to the sixth year, while continuing as an employee of the Board, to a vacation leave with full pay for a minimum of two (2) calendar weeks excluding legal holidays. Employees continuing in the employ of the Board for six to ten years of service shall be entitled to a vacation leave with full pay for a minimum of three (3) calendar weeks excluding legal holidays, and those continuing in the employ of the Board for eleven to fifteen years of service shall be entitled to a vacation leave with full pay for a minimum of four (4) calendar weeks excluding legal holidays. Employees having sixteen to twenty years service shall be entitled to a vacation leave with full pay for a minimum of five (5) calendar weeks excluding legal holidays, and those continuing in employment over twenty years shall be entitled to a vacation leave with full pay for a minimum of six (6) calendar weeks excluding holidays.

Vacation Policy: For those employed by the Canton Local Board of Education after July 1, 1990. Each employee who is regularly employed on a twelve-month basis, after service of one calendar year, shall be entitled during each year thereafter, while continuing inservice to the Board, to vacation leave with per diem pay, excluding legal holidays, according to the following vacation schedule on the date of hire:

For 1 year through 4 years	Two (2) calendar weeks
For 5 years through 9 years	Three (3) calendar weeks
10 years or more	Four (4) calendar weeks

- B. Beginning Employees Vacation: Those employees having less than one year of continual service cannot earn vacation time during their first six months of employment. Following this period, employees are eligible for one day paid vacation per each calendar month of employment prior to July 1<sup>st</sup>, a calendar month being interpreted as having been employed more than fifteen (15) calendar days.
- C. Less Than Twelve-Month Employees: Those persons employed for less than twelve months shall not be entitled to any paid vacation, but will follow the school calendar and/or the number of days in their individual contract.
- D. Vacation time shall be taken during the months of June, July, and August not beginning any earlier than one week following the close of school and not extending later than one week prior to the opening of school. Exception to vacation during the summer months is that an employee may take one week vacation time during Christmas and/or Easter when schools are not in session and may take a portion of vacation up to two weeks during the time school is in session. Vacations are not to be taken one day at a time. The Superintendent may grant exceptions. Prior written approval must be obtained from the Superintendent of Schools for those vacations which are exceptions.
- E. Vacation time can be accrued only when the employee is on active duty or is absent from duty as covered by the Sick Leave Policy of the Board of Education, or while

claiming industrial compensation for injury pursuant to the position under the Board.

- F. Vacation Pay Policy: For Custodians, Maintenance, Mechanics, 12-Month Secretaries who are employed by the Canton Local Board of Education as of July 1, 1990. Should a twelve-month employee elect to forfeit the vacation and continue the regular work schedule, additional pay will be granted in accordance with the normal daily rate of pay as follows:

One (1) week may be paid out of three (3)  
Two (2) weeks may be paid out of four (4)  
Three (3) weeks may be paid out of five (5)  
Four (4) weeks may be paid out of six (6)

Vacation Pay Policy: For Custodians, Maintenance, Mechanics, 12-Month Secretaries who are employed by the Canton Local Board of Education after July 1, 1990. Should a twelve-month employee elect to forfeit the vacation and continue the regular work schedule, additional pay will be granted in accordance with the normal daily rate of pay as follows:

One (1) week may be paid out of three (3)  
Two (2) weeks may be paid out of four (4)

- G. For certain classifications, the scheduling of vacations must be approved by the Building Principal and by the Local Superintendent.
- H. Anyone hired on July 1<sup>st</sup> will receive two (2) weeks vacation as of the next July 1<sup>st</sup>.

- 44.02 Unused vacation may be carried over to the following year but accumulation shall not exceed one year's worth of vacation time.
- 44.03 Upon separation from employment an employee shall be paid for all accumulated but unused vacation leave at the employee's current rate of pay.
- 44.04 Upon the death of an employee, the employee's spouse (or estate, if no spouse) shall be paid all accumulated but unused vacation leave at the employee's most recent rate of pay.

- 44.05 If schools are closed for a calamity day, no vacation will be charged for that day.
- 44.06 An employee who is hospitalized or has a death in the immediate family while on vacation may request sick leave time in place of vacation time.

#### **ARTICLE 45 – EFFECTS OF THE CONTRACT**

- 45.01 This Agreement between the Board and the Association shall be effective July 1, 2014, and remain in full force and effect through June 30, 2017.
- 45.02 The Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.
- 45.03 The parties acknowledge that this contract is the complete contract between the parties. Any prior agreements or practices, whether written or verbal, are superseded.
- 45.04 If any part of this contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117.10 (A) O.R.C., said part found to be in violation will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. If a provision is found to be illegal, the parties shall meet within fifteen (15) days to re-negotiate.
- 45.05 The Board and the bargaining unit 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 not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity as set forth in this Agreement.
- 45.06 Therefore, for the life of this Agreement, the Board and the Bargaining Unit 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 subject 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.

45.07 This Article shall not operate to bar negotiations over any subject or matter which the Board and the Bargaining Unit mutually agree to negotiate.

**FOR THE BOARD**

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Team Member Date

\_\_\_\_\_  
Team Member Date

\_\_\_\_\_  
Team Member Date

**FOR THE ASSOCIATION**

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Team Member Date

\_\_\_\_\_  
Team Member Date

\_\_\_\_\_  
Team Member Date

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Team Member	Date
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Team Member	Date
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Team Member	Date
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**APPENDIX A**

**CANTON LOCAL SCHOOL DISTRICT  
CLASSIFIED PERSONNEL DEVELOPMENT PLAN**

**Form #1**

Record of Initial Conference

Employee \_\_\_\_\_ Evaluator \_\_\_\_\_  
School \_\_\_\_\_ Conference Date \_\_\_\_\_  
Job Title \_\_\_\_\_

Review of Classified Personnel Development Plan (Comments)

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

Review of Job Description (Comments)

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

Development of Individual Goals (list)

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

\_\_\_\_\_  
\*Signature of Employee      Evaluator      Date

\_\_\_\_\_  
Title

\*Signature denotes receipt of copy only.

This conference shall be held with all classified employees at the beginning of their current year. This conference shall also be held with any new employees at the beginning of their employment. A signed copy of the record of initial conference shall be forwarded to the Board offices, to be included in the employee's personnel file.

**CANTON LOCAL SCHOOL DISTRICT  
CLASSIFIED PERSONNEL DEVELOPMENT PLAN**

**Form #2**

Employee \_\_\_\_\_ School \_\_\_\_\_  
Job Title \_\_\_\_\_ Date \_\_\_\_\_

Evaluator:

Complete areas I, II, IV for all employees. Also complete area II as appropriate. Use space on reverse side for comments. Recommendations, commendations, and/or discussions should be noted. Unsatisfactory and Needs Improvement Ratings must be documented and initialed by employee.

Evaluation Terms:

1. Meets standards of school district
2. Sometimes meets the standards (improvement targets)
3. Need improvement – judged unsatisfactory
4. Shows growth but not sufficient to meet district standards
5. (N/A) Not Applicable

Use the above numerals to best describe the employee.

I. PERSONAL QUALITIES

- \_\_\_\_\_ A. Is well groomed and dresses appropriately
- \_\_\_\_\_ B. Is physically able to perform expected duties
- \_\_\_\_\_ C. Displays sound moral attitudes, actions, and standards
- \_\_\_\_\_ D. Greets people with friendly and courteous attitude
- \_\_\_\_\_ E. Continually tries to improve quality of work
- \_\_\_\_\_ F. Gladly does work around school and shows no resentment when he/she believes to be doing more than job expectations

- \_\_\_\_\_ G. Has poise, self-control, and a sense of humor
- \_\_\_\_\_ H. Shows genuine respect, concern, and warmth for others
- \_\_\_\_\_ I. Willingly cooperates with others

II. PROFESSIONAL QUALITIES

- \_\_\_\_\_ A. Is well groomed and dresses appropriately
- \_\_\_\_\_ B. Is physically able to perform expected duties
- \_\_\_\_\_ C. Displays sound moral attitudes, actions, and standards
- \_\_\_\_\_ D. Greets people with friendly and courteous attitude
- \_\_\_\_\_ E. Continually tries to improve quality of work
- \_\_\_\_\_ F. Gladly does work around school and shows no resentment when he/she believes to be doing more than job expectations
- \_\_\_\_\_ G. Has poise, self-control, and a sense of humor
- \_\_\_\_\_ H. Show genuine respect, concern, and warmth for others
- \_\_\_\_\_ I. Willingly cooperates with others

II. PROFESSIONAL QUALITIES

- \_\_\_\_\_ A. Adjusts to changes in procedure
- \_\_\_\_\_ B. Carries a fair share of school responsibilities
- \_\_\_\_\_ C. Accepts criticism or recognition gracefully
- \_\_\_\_\_ D. Grows professionally through study and participation in professional activities

- \_\_\_\_\_ E. Works understandingly and cooperatively with teachers, administrators, fellow workers, and parents
- \_\_\_\_\_ F. Promotes respect and takes pride in the profession
- \_\_\_\_\_ G. Is loyal toward school policies and procedures
- \_\_\_\_\_ H. Avoids taking negative comments into the community
- \_\_\_\_\_ I. Is discreet concerning confidential material and information

**CANTON LOCAL SCHOOL DISTRICT  
CLASSIFIED PERSONNEL DEVELOPMENT PLAN**

**Form #3  
(Limited Contracts Only)**

Recommendation for Renewal of Classified Personnel

Recommendations for Renewal or Non-Renewal of all Classified Employees on limited contract shall be submitted to the Board offices prior to April 1<sup>st</sup>.

This shall be a "Confidential Report".

1. Classified employees recommended for renewal.

<u>Employee</u>	<u>School</u>	<u>Classification</u>
-----------------	---------------	-----------------------

Comments:

2. Classified employees recommended for non-renewal.

<u>Employee</u>	<u>School</u>	<u>Classification</u>
-----------------	---------------	-----------------------

Comments:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

**PERFORMANCE AREAS TO BE EVALUATED  
FOR CUSTODIAN/MAINTENANCE/MECHANICS**

WORK PERFORMANCE QUALITIES

- \_\_\_\_\_ A. Observes and practices safety rules.
- \_\_\_\_\_ B. Operates and maintains equipment properly and safely.
- \_\_\_\_\_ C. Maintains adequate knowledge of the use of appropriate tools, materials, and/or equipment.
- \_\_\_\_\_ D. Maintains neat, well-organized work area or facility.
- \_\_\_\_\_ E. Follows appropriate codes, regulations, and/or directives in performing duties.
- \_\_\_\_\_ F. Uses materials in an efficient (not wasteful) manner.
- \_\_\_\_\_ G. Properly accounts for all tools, equipment, or materials for which responsible.
- \_\_\_\_\_ H. Is always punctual and maintains high standards of attendance.
- \_\_\_\_\_ I. Performs preventive as well as corrective maintenance.
- \_\_\_\_\_ J. Completes assignments accurately and efficiently.
- \_\_\_\_\_ K. Often exceeds the standard amount of work and effort given to job responsibility.
- \_\_\_\_\_ L. Is able to see what needs to be done and does it without being told.

SUMMARIZATION

- \_\_\_\_\_ A. Attainment of job expectations.
- \_\_\_\_\_ B. Exhibits acceptable standards of objectivity, emotional stability, and moral character.
- \_\_\_\_\_ C. Fulfillment of job responsibilities (overall).

Employee Strong Point

Recommendation for Improvement

The employee's signature does not necessarily indicate agreement with this evaluation, but only that the employee has full knowledge that an evaluation has been made.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

- Copy:
- 1. employee
  - 2. evaluator
  - 3. personnel file

**PERFORMANCE AREAS TO BE EVALUATED  
FOR THE SECRETARY**

WORK PERFORMANCE QUALITIES

- \_\_\_\_\_ A. Demonstrates adequate typing skills.
- \_\_\_\_\_ B. Transcribes and proofreads accurately.
- \_\_\_\_\_ C. Properly maintains files and/or accounts.
- \_\_\_\_\_ D. Follows appropriate office procedures.
- \_\_\_\_\_ E. Demonstrates proper phone manners.
- \_\_\_\_\_ F. Maintains a neat, well-organized work area.
- \_\_\_\_\_ G. Operates and maintains equipment properly.
- \_\_\_\_\_ H. Uses materials in an efficient (not wasteful) manner.
- \_\_\_\_\_ I. Displays good receptionist qualities.
- \_\_\_\_\_ J. Calmly handles emergencies.
- \_\_\_\_\_ K. Is accurate in record keeping.
- \_\_\_\_\_ L. Is accountable for all money collected.
- \_\_\_\_\_ M. Is always punctual and maintains high standards of attendance.
- \_\_\_\_\_ N. Conducts the business of the school office in an efficient and orderly manner.

SUMMARIZATION

- \_\_\_\_\_ A. Attainment of job expectations.
- \_\_\_\_\_ B. Exhibits acceptable standards of objectivity, emotional stability, and moral character.
- \_\_\_\_\_ C. Fulfillment of job responsibilities (overall).

Employee Strong Point

Recommendation for Improvement

The employee's signature does not necessarily indicate agreement with this evaluation, but only that the employee has full knowledge that an evaluation has been made.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

- Copy:
- 1. employee
  - 2. evaluator
  - 3. personnel file

**PERFORMANCE AREAS TO BE EVALUATED  
FOR THE PARAPROFESSIONALS**

WORK PERFORMANCE QUALITIES

- \_\_\_\_\_ A. Works with accuracy and is alert to reporting problems to proper authorities.
- \_\_\_\_\_ B. Is always punctual and maintains high standards of attendance.
- \_\_\_\_\_ C. Follows appropriate codes, regulations, and directives in performing duties.
- \_\_\_\_\_ D. Uses materials in an efficient (not wasteful) manner.
- \_\_\_\_\_ E. Maintains order and disciplinary control in cooperation with certificated personnel.
- \_\_\_\_\_ F. Performs clerical duties with accuracy and efficiency.
- \_\_\_\_\_ G. Performs secretarial duties with accuracy and efficiency.
- \_\_\_\_\_ H. Appears interested and enthusiastic in classroom activities.
- \_\_\_\_\_ I. Encourages students through showing approval and recognizing successes.

SUMMARIZATION

- \_\_\_\_\_ A. Attainment of job expectations.
- \_\_\_\_\_ B. Exhibits acceptable standards of objectivity, emotional stability, and moral character.
- \_\_\_\_\_ C. Fulfillment of job responsibilities (overall).

Employee Strong Point

Recommendation for Improvement

The employee's signature does not necessarily indicate agreement with this evaluation, but only that the employee has full knowledge that an evaluation has been made.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

- Copy:
- 1. employee
  - 2. evaluator
  - 3. personnel file

**PERFORMANCE AREAS TO BE EVALUATED  
FOR THE BUS DRIVERS**

WORK PERFORMANCE QUALITIES

- \_\_\_\_\_ A. Reports unusual situations and concerns to the proper authorities.
- \_\_\_\_\_ B. Is always punctual and maintains high standards of attendance.
- \_\_\_\_\_ C. Works with thoroughness and accuracy in reporting problems.
- \_\_\_\_\_ D. Conducts themselves in a business-like manner.
- \_\_\_\_\_ E. Establishes the orderly conduct of pupils displaying a positive attitude and manner.
- \_\_\_\_\_ F. Follows appropriate codes, regulations, and/or directives in performing duties.
- \_\_\_\_\_ G. Operates and maintains equipment properly and safely.
- \_\_\_\_\_ H. Takes pride in bus cleanliness both inside and outside.
- \_\_\_\_\_ I. Is friendly toward children and demonstrates a willingness to work with the parent or guardian to help resolve a bus related concern.

SUMMARIZATION

- \_\_\_\_\_ A. Attainment of job expectations.
- \_\_\_\_\_ B. Exhibits acceptable standards of objectivity, emotional stability, and moral character.
- \_\_\_\_\_ C. Fulfillment of job responsibilities (overall).

Employee Strong Point

Recommendation for Improvement

The employee's signature does not necessarily indicate agreement with this evaluation, but only that the employee has full knowledge that an evaluation has been made.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

- Copy:
- 1. employee
  - 2. evaluator
  - 3. personnel file

**PERFORMANCE AREAS TO BE EVALUATED  
FOR THE FOOD SERVICE WORKER**

WORK PERFORMANCE QUALITIES

- \_\_\_\_\_ A. Reports situations to the proper person.
- \_\_\_\_\_ B. Can often be found working diligently at assignment.
- \_\_\_\_\_ C. Is always punctual and maintains high standards of attendance.
- \_\_\_\_\_ D. Works with accuracy, and is alert in reporting problems.
- \_\_\_\_\_ E. Never waits to be told about housekeeping duties and takes pride in appearance of unit.
- \_\_\_\_\_ F. Takes pride in seeing that food is prepared and served in most attractive manner.
- \_\_\_\_\_ G. Carries out instructions completely – knows when to ask directions and when to go out on their own.
- \_\_\_\_\_ H. Operates and maintains equipment properly and safely.
- \_\_\_\_\_ I. Observes safety rules.
- \_\_\_\_\_ J. Uses materials in an efficient (not wasteful) manner.
- \_\_\_\_\_ K. Observes all rules of sanitation and health in performance of duty.

SUMMARIZATION

- \_\_\_\_\_ A. Attainment of job expectations.
- \_\_\_\_\_ B. Exhibits acceptable standards of objectivity, emotional stability, and moral character.
- \_\_\_\_\_ C. Fulfillment of job responsibilities (overall).

Employee Strong Point

Recommendation for Improvement

The employee's signature does not necessarily indicate agreement with this evaluation, but only that the employee has full knowledge that an evaluation has been made.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

- Copy:
- 1. employee
  - 2. evaluator
  - 3. personnel file

Multi-County Non-Certified Staff

AGREEMENT BETWEEN

Canton Local Board of Education, Canton Local Classified Association,  
EMPLOYEE (Multi-County Non-Certified Staff)

- The EMPLOYEE shall be part of the CLCA bargaining unit.
- The Multi-County Classified Staff (MCCS) and the Canton Local Classified Staff (CLCS) will be separate groups under the CLCA contract.
- The following provisions of the contract between CLCA and the Board shall be modified as follows for the MCCS group:

Article 3            3:01: work schedule shall be determined by  
Canton Local in conjunction with Multi-County

3:02: shall not apply

Article 6            6:02: shall not apply; governed by canton Local  
in conjunction with Multi-County

Article 8            Calamity Day – When the Board is closed for  
calamity days, the staff must report to work at  
Multi-County no later than 9:00 a.m. unless  
otherwise instructed by Canton Local.

\*\*Article 32        Probationary periods: shall not apply

Any bumping rights and recall rights under the  
CLCA contract shall only be within the staff at  
Multi-County.

Since the MCCS and the CLCS are two  
separate groups, they do not have rights within  
the other group.

In 2007-2008 – those joining this contract from  
Canton City – seniority of Multi-County staff shall  
be the uninterrupted years in Canton City.

B. Reporting Absences:

The MCT will follow the procedures as defined in the handbook.

\*\*Article 36 Salary

MCCS who were employed at Canton City Schools during the 06-07 school year will be placed on the Canton Local salary schedule commensurate with their Canton City 2007-2008 contract; The MCCS who were employed by the SCESC will be placed on the Canton Local salary schedule commensurate with their SCESC 2007-2008 contract.

If an aide has an associate's or bachelor's degree, they will be placed on the teacher associate schedule.

NOTE: \*\*Article numbers have changed effective July 1, 2011 Contract

45.06 Therefore, for the life of this Agreement, the Board and the Bargaining Unit 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 subject 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.

45.07 This Article shall not operate to bar negotiations over any subject or matter which the Board and the Bargaining Unit mutually agree to negotiate.

FOR THE BOARD

Kimi Redmond 5.12.14  
Superintendent Date

[Signature] 5-12-14  
Team Member Date

[Signature] 5/12/14  
Team Member Date

Krista Hussey 5/12/14  
Team Member Date

[Signature] 5-12-14  
Date

FOR THE ASSOCIATION

[Signature] 5-12-14  
President Date

[Signature] 5/16/14  
Team Member Date

[Signature] 5/16/14  
Team Member Date

C

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C

*Annette Davis*

*5-17-14*

Team Member

Date

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Team Member

Date

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Team Member

Date

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Team Member

Date

C

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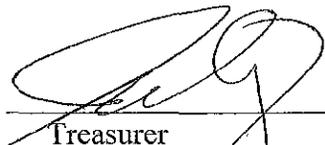
C<sup>3</sup>

CERTIFICATE  
(O.R.C 5705.412)

Re: Agreement with Canton Local Classified Association -- 7/1/2014 through 6/30/17

IT IS HEREBY CERTIFIED that the Canton Local School District has sufficient funds to meet the contract, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Dated: 5/19/14

By:   
Treasurer

By:   
Superintendent

By:   
Board President

C

C

C