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AGREEMENT

BETWEEN

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

AND

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

EFFECTIVE THROUGH

JUNE 30, 2019

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ARTICLE I - RECOGNITION

- 1.01 The Canton City Board of Education, the “Board”, recognizes the Ohio Association of Public School Employees (OAPSE)/AFSCME, Local 4, AFL-CIO and Local 161A, the “Union”, as the sole and exclusive bargaining agent for:

All unclassified employees in the secretarial-clerical classification and educationally related classification regularly working less than thirty (30) hours in one workweek as determined by job assignment.

- 1.02 The Board shall notify the Union when a new position similar to job classifications then included in the bargaining unit is created. Within ten days of such notice, the Union may request a meeting with the Business Manager to discuss whether the position should be included as part of the bargaining unit. If no agreement on the issue is reached, the Union may appeal the question directly to Step IV of the Grievance Procedure within twenty (20) working days. The Board retains its right to implement its proposed wage rate pending resolution of whether the position is in the bargaining unit. Notwithstanding the foregoing provisions, whenever a new position is created as the result of the award of a grant to the Board, the wage rate shall be the rate stated in the grant (a copy of the grant shall be provided to the OAPSE Local #161-A President).

The wage rate shall be a matter of future negotiations if a position is continued when a grant expires at the next contract negotiations.

ARTICLE II - NEGOTIATIONS PROCEDURE

- 2.01 Either party may initiate negotiations for a successor agreement not more than 105 calendar days nor less than 75 calendar days in advance of the expiration date of this agreement by filing a Notice to Negotiate with the State Employment Relations Board and a copy to the other party. The parties shall hold their first negotiation session by May 1 unless they mutually agree to a different date.
- 2.02 Each negotiating team shall consist of no more than five (5) persons. (Three team members, one spokesperson, and one designated alternate.)
- 2.03 Each meeting shall be closed and held in executive session.
- 2.04 All proposals shall be exchanged in writing at the first meeting.

- 2.05 As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party.
- 2.06 Upon reaching the tentative agreement, said contract shall be presented to the Union membership for ratification within ten (10) days. The Board shall provide one copy of the tentative agreements to the Union prior to the ratification vote. If ratified, the contract shall be presented to the Board for its consideration at its next regular or special meeting.
- 2.07 If sixty (60) calendar days after the opening of negotiations or a date mutually agreed upon tentative agreement on all items is not reached, parties may use the services of the Federal Mediation and Conciliation Service (FMCS).
- 2.08 The parties agree that the foregoing shall be the mutually agreed to alternative dispute settlement procedure.
- 2.09 The Board shall prepare the collective bargaining agreement following ratification by the Union and approval by the Board and shall reproduce sufficient copies so that each bargaining unit may have a copy, including an extra ten copies each for the Union and the administration. The cost of the reproduction of the collective bargaining agreement shall be shared equally by the Union and the Board.

ARTICLE III - BOARD OF EDUCATION RIGHTS

- 3.01 The Board hereby retains and reserves unto itself all powers, rights and authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States including but without limiting the generality of the foregoing, the right:
 - 3.0101 To the executive management and administrative control of the school system and its properties and facilities.
 - 3.0102 To hire unit members and, subject to the provisions of this agreement, to determine their continued employment, their dismissal or demotion, and to promote, and transfer all such unit members.
 - 3.0103 To determine the hours of employment and the duties, responsibilities, and assignments of unit members with respect thereto, and with respect to the terms and conditions of employment.
 - 3.0104 The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies and rules, regulations and practices in

furtherance thereof, of the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and applicable statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and applicable statutes and laws of the United States.

ARTICLE IV - INDIVIDUAL RIGHTS

4.01 – Non-Discrimination

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

4.02 - Joining the Union

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

4.03 - Personnel File

Official personnel files shall be available for inspection at the Board's Central Administrative Office and, to the extent permitted by law, shall not be open to the public.

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

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

- 4.0303 Any person who places written material in a unit member's file shall sign the material and signify the date on which such material was placed in the file. No anonymous materials shall be placed in the unit member's file.
- 4.0304 a. At any time, a unit member may request in writing that information or other documentation which he/she believes is outdated, irrelevant, or immaterial be removed from his/her file. Such request shall detail the unit member's rationale as to why the material should be removed. If the material is not removed, the employee's request will be attached to the material.
- b. Upon the request of a unit member any disciplinary records will be removed from the unit member's file after five (5) years if there has been no disciplinary warning, reprimand or suspension for any reason in the interim period.
- c. Should a unit member be disciplined, suspended or discharged from employment, neither the unit member nor the Union may rely upon the defense that the unit member has been an employee with long service and a good record void of any prior disciplinary actions.
- 4.0305 If a complaint from a member of the public is to be placed in the unit member's file, such complaint shall include the name, address, and phone number of the complainant and the particulars of the complaint. To the extent permitted by law, any complaint found to be unwarranted shall not be placed in the unit member's file.
- 4.0306 When a request to examine an employee's personnel file has been made, the District will notify the employee that such a request was made and, if known, who made it. Notification may be either oral or written. An employee will not be required to sign to see his/her own file. The unit member's social security number and any medical information shall be considered confidential.

4.04 - Evaluation

4.0401 Employees shall be entitled to a minimum of two (2) calendar days advance notice of any evaluation meeting. Each employee shall be evaluated annually on a standard evaluation form. Evaluations should be completed no later than April 30th each year. Upon completion of an evaluation by the designated immediate supervisor, the evaluation shall be discussed with the employee. Following the discussion, the unit member shall sign the evaluation and shall receive a copy of the same. Such signature shall denote neither agreement nor disagreement with the evaluation but shall denote only that the unit member has reviewed and discussed the evaluation. An evaluation should not be changed after the employee signs it. If for some reason a change is necessary, the employee shall be advised and have an opportunity to sign the revised evaluation before it is placed in the employee's personnel file. The unit member shall be permitted to respond in writing to the evaluation and such response shall be made a part of the evaluation. Comments in the evaluation should be reflective of the employee's performance and conduct and its impact and effect on the operations and mission of the District.

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

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

The Local Union President shall be notified, either orally or in writing, of the annual date evaluations for the bargaining unit are anticipated to be completed.

4.0404 The Business Manager will consider any recommendations from the 161A President to modify the evaluation procedure and forms. Prior to implementing any such recommendations, the Business Manager will notify the President of 161A and, if requested, will negotiate with the President concerning the affects of any such change.

4.05 No member of this bargaining unit will formally evaluate another unit member.

4.06 No bargaining unit member shall be required to administer medication without prior training. This provision will not apply to newly created positions that contain in a job description the administration of medication to students. Bargaining unit members who

are required to administer medication to students shall be defended and held harmless from any claims for negligent administration of medication to students arising out of their employment.

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

- 4.07 Any employee who is required to transport students, parents, guardians or other staff in their personal vehicles shall be reimbursed the increased cost of their insurance premiums that can be established by the unit member as a result of providing such transportation.
- 4.08 On or before November 15 of each school year, the Board will post copies of the seniority list on designated bulletin boards in each facility. Unit members shall have to and including December 15 to notify the Business Manager of any alleged errors in the seniority list. Failure to notify the Business Manager of the alleged error shall waive the alleged error. Employees on an approved leave during the posting period shall be exempt from this provision. Two seniority lists will be provided to the local Union president each year.
- 4.09 The provisions of O.R.C. Section 124.57 shall not apply to unit members and such members may engage in partisan political activity during non-working hours.

4.10 - Employee Discipline and Discharge

A. Non-probationary employees may be demoted, reduced in pay, or suspended, or discharged from their job or otherwise disciplined for cause.

B. Disciplinary Procedure

1. Before imposing a reduction in pay, demotion, suspension or discharge on a non-probationary employee, the Business Manager shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the alleged behavior. The employee has the right to be accompanied at the conference by Union representation. The conference will be scheduled as promptly as possible by the Business Manager who may impose reasonable rules on the length of the conference and the conduct of the participants. At the employee's request, the conference shall be recessed for a maximum of two work days to allow the employee time to provide necessary information relevant to the alleged behavior. If the Business Manager determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the

employee without pay for up to three (3) days pending the conference to determine final disciplinary action.

2. The party bringing the charges will be present at the disciplinary hearing. The employee and/or the employee's representative may ask questions of the charging party relative to the facts of the charge.
3. Progressive discipline shall generally be followed.
4. When imposing a demotion, reduction in pay, suspension, or discharge on a non-probationary employee, the Business Manager shall sign a written statement of demotion, reduction in pay, suspension or discharge. The statement shall state the grounds for the disciplinary action or removal. The Business Manager shall furnish a copy of the statement to the employee. Disciplinary action is effective according to the terms of the statement of demotion, reduction in pay, suspension, or discharge. An employee who is demoted, reduced in pay, suspended or discharged shall have the right to file a grievance concerning such suspension or discharge directly to the last internal step of the grievance procedure. Such grievance shall be filed within the time limits set forth in the last internal step of the grievance procedure.
5. The parties have adopted a form to be used in disciplinary matters. See Appendix A. The disciplinary form should be completed within one business day of the meeting and only those present at the meeting shall be signatories to the form. A copy of the disciplinary form shall be provided to the employee.
6. No unit member should be disciplined in the presence of other unit members or in public, but the parties recognize there may be exceptions that occur. To the extent provided by law, all matters herein shall be kept confidential.
7. In lieu of a suspension without pay, the Administration has the discretion to give an "administrative suspension" which shall be a suspension with a reduction in pay of 20% for each day of the suspension. For purposes of progressive discipline an administrative suspension carries the same weight as a suspension without pay.

C. Probation

1. Each new employee shall serve an initial probationary period of ninety (90) workdays which may be extended by an additional ninety (90) work days by mutual agreement of the Local President and the Business Manager. At any time during the initial or extended probationary period, the Business Manager or Superintendent may discharge the employee without providing reasons and without the need to establish proper cause. In the event a probationary employee is discharged, the Union president and employee shall receive a copy of the notice of discharge.
2. Neither the employee nor the Union shall have any recourse to the grievance procedure, litigation or to any other means to challenge a probationary discharge or return to the employee's prior job. A probationary employee otherwise shall get the benefit of all provisions of the Agreement in accordance with the terms of specific provisions.
1. Bargaining unit members who are hired pending the completion of a pre-employment criminal background check shall be subject to immediate termination of employment for failure to meet the requirements of such background check under the same terms as any probationary employee, even when such background check has been completed outside the time period set forth in Section 4.10(c)(1).

4.11 - Assault

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

- 4.12 Employees regularly scheduled to work at least three (3) but not more than 5.9 consecutive hours each workday shall be entitled to one (1) fifteen (15) minute paid break as approved by the supervisor. In addition, employees regularly scheduled to work at least five (5), but not more than 5.9 consecutive hours each workday shall be entitled to one (1) thirty (30) minute unpaid lunch break as approved by the supervisor. Such lunch period shall be uninterrupted except in case of emergency.
- 4.13 Educationally-related assistants assigned to classrooms shall not cover classrooms alone for extended periods of time.

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

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

4.15 In-service opportunities shall be made available to all classifications. When in-service is mandatory, unit members shall be paid for attendance at their regular hourly rate for all hours of the in-service. It is understood that waiver days are paid days already included in a unit member's pay. However, when a unit member's attendance at a waiver day training exceed the unit member's Board-approved hours, the unit member will be paid for all hours exceeding the unit member's Board-approved hours on a time-sheet. Unit members will receive a minimum of five (5) days notice when mandatory attendance for a waiver day is expected to exceed the unit member's Board-approved hours.

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

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

ARTICLE V - UNION RIGHTS

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

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

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

- 5.03 The reasonable use of the Board's inter-school mail service for official union business only.
- 5.04 The right upon request to inspect and, if necessary, at its own expense, copy any public document.
- 5.05 Upon application to and approval by the Business Manager or designee, the Union may use school buildings for meetings, so long as no additional costs are incurred by the school district.

5.06 - Safety

Twice a year the Administration shall conduct safety meeting(s) with the unit members. Additional meetings may be scheduled by the Business Manager as is appropriate. Any safety or health problems perceived by any bargaining unit member must be brought to the attention of the employee's supervisor(s) and shall be done promptly through written description of the problem, including the location and date when the perceived safety or health problem was first observed. If the problems continue or are not resolved, they may be brought to the Safety Committee by the 161-A Safety Committee Representative.

No bargaining unit member shall be in any way discriminated against as a result of reporting any condition regarding safety, health, and sanitation. Before the Union initiates any grievance with respect to an allegedly unsafe working condition, the Union is obligated to first raise the safety concern with the affected supervisor, in writing, who shall have seventy-two (72) hours to submit a written response to the concern following its presentation.

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned with no reduction in pay or hours while the condition is being investigated and/or corrected.

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

5.08 - Labor-Management Committee

There shall be a Labor-Management Committee, the procedures and rules of which shall be established jointly by the Committee members. An agenda shall be established jointly by the Business Manager and the Local President for each Labor-Management Committee meeting and shall be distributed to all committee members one week in advance of the

meeting. Any issue committee members wish to discuss must be submitted to the Business Manager and the Local President for their consideration prior to distribution of the agenda. All discussions are limited to those issues on the agenda, except an issue may be added with the mutual agreement of all local Union Presidents and the Business Manager. There should be at least two (2) meetings per year, unless the parties mutually agree otherwise.

5.09 - Union Time

The local Union shall be entitled to six (6) days plus twelve (12) hours with pay per year to unit members elected or appointed to represent the local Union. A written notice specifying the names of the unit members attending the meeting shall be furnished by the Union to the Business Manager at least three (3) work days in advance, when feasible.

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

5.0902 In addition, a one-hour (1) meeting of all new Local unit members with Union officers and administrators may be held each year during working hours.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 - Grievance Definition

A grievance shall be defined as a dispute between a unit member or a unit member-represented group and the Board concerning the interpretation or application of only the specific and express written provisions of this agreement. The Union as an entity may file a grievance for a dispute involving a specified express provision of Article I, Article II, Article IV, Article V, Article VI, Article XII, and Article XIII and Section 7.02 and Section 8.0606. Said grievance shall be filed within twenty (20) working days of the situation giving rise to the filing of said grievance. Grievances not filed within the twenty (20) working day period shall be regarded as invalid. Any grievance involving suspension from or termination of employment or alleged violation of Union rights is subject to immediate review at Step 2 of the Grievance Procedure.

6.02 - Grievance Procedure

6.0201 Except as provided in Section 6.01, prior to a formal grievance being filed, the unit member and the administration shall attempt to verbally resolve the situation giving rise to the grievance. The attempt will be between the unit member and the

administrator who is directly responsible. Settlements at this level will not be inconsistent with the terms of this agreement and will set no precedents.

- 6.0202 Formal grievances by individual unit members must be signed by the grievant(s) and the appropriate local Union representative or designee. The Union shall notify the Business Manager, in writing, of the local Union representative or designee.
- 6.0203 The employee has the right to be accompanied at the grievance meeting by the Field Representative and the Union President, or his/her designee, with advance notice of the designee. Unit members may represent themselves at the grievance meetings. The Union shall have the opportunity to be present at the grievance meeting and no settlement shall be inconsistent with the terms of the agreement.
- 6.0204 All grievances and all grievance disposition at all steps shall be in writing and dated. Special grievance-disposition forms shall be used. (Appendix B)
- 6.0205 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- 6.0206 The parties may mutually agree to an extension of any time limit in this Article. If no extension is agreed upon, the failure of the administration to meet any time limit shall allow the grievant to move to the next step of the grievance procedure.
- 6.0207 The Union designated representative shall receive a copy of written decisions.
- 6.0208 Any grievance filed prior to the expiration date of this Agreement shall be processed under the terms and the provisions of this Agreement.
- 6.0209 The Union shall not pursue any grievance to arbitration where the same issue(s) have been submitted to an outside agency for resolution. Unfair labor practices shall be exempt from this provision.
- 6.0210 When a formal grievance is filed, the unit member filing the grievance, or the Union, may contact the Business Manager, who will identify the appropriate administrator who will hear the grievance. At any level of the grievance procedure, the supervisor answering the grievance shall identify the appropriate supervisor that will be responsible at the next level.

- 6.0211 Unless the Section of the contract being grieved is one under which the Union has the right to file a grievance, the Board may not rely upon the failure to have filed a grievance previously as precedent.
- 6.03 STEP I - A grievance, filed within the time limits expressed under Section 6.01 shall be presented in writing to the employee's designated immediate administrative supervisor who shall endeavor to resolve the grievance. Within ten (10) work days after the receipt of the written grievance, the supervisor shall hold the Step I meeting. A decision shall be rendered within seven (7) work days of the meeting.
- 6.04 STEP II - If the grievant(s) is not satisfied with the disposition of the grievance under Step I, the grievant(s) may within seven (7) working days of the Step I disposition appeal the grievance to the Business Manager. Within twenty (20) work days of the receipt of the grievance, the Business Manager shall reply in writing as to his/her disposition of the grievance. Such written disposition will occur after a meeting with the grievant has been held.
- 6.0401 If the Board fails to meet the time limits established in Step II and if the grievance proceeds to Step III, the arbitrator's fee shall be assumed by the Board.
- 6.0402 At the time of delivery of the Step I and II grievance response, the grievant shall be given a dated receipt of delivery.
- 6.05 STEP III - If the grievant is not satisfied with the disposition of the grievance at Step II, the Union may with the grievant's written concurrence within fifteen (15) work days of receipt of the answer, notify the Business Manager of its intent to submit the grievance to arbitration. If such notice of intent is filed with the Business Manager, the parties will meet within twenty-one (21) working days to determine whether the grievance can be resolved. At that meeting, neither the employee-Grievant nor the employee-Grievant's immediate supervisor shall be present. The parties will exchange information that may be helpful in resolving the grievance. If the parties are unable to resolve the grievance through this process, a request for a panel of arbitrators will be submitted under § 6.0501 unless the Union decides to withdraw its intent to submit the grievance to arbitration. Any resolution must be approved by the grievant and the Union.
- 6.0501 The Union, if so requested, and the Business Manager shall jointly request the American Arbitration Association to submit a list of arbitrators that includes only members of the National Academy of Arbitrators. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The rules of the American Arbitration Association shall also govern the arbitration hearing.

- 6.0502 The arbitrator shall, if reasonably possible, schedule a hearing within thirty (30) days of the notification of selection. The hearing shall be held at a time and place mutually agreeable to the parties.
- 6.0503 The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, not add to, detract from or modify the language therein in arriving at the decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the Arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- 6.0504 The decision of the arbitrator shall be final and binding on all parties.
- 6.0505 The arbitrator's fees and expenses shall be paid by the Board if the grievance is sustained and shall be paid by the grievant if the grievance is denied. If the grievance is sustained in part and denied in part, the arbitrator's fees and expenses shall be shared equally between the parties.
- 6.0506 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. This does not prohibit either party from using the result of the grievance as precedent for other grievances.
- 6.0507 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons essential to the hearing to be present.
- 6.0508 Nothing contained in the grievance procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- 6.0509 No reprisals of any kind will be taken by either party against any party in interest, any building representative or any other participant in the grievance procedure by reason of such participation.
- 6.0510 No administrator/supervisor shall be responsible for more than one step of the grievance procedure.

ARTICLE VII - DEFINITION OF TERMS

7.01 - Regular Unit Members

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

7.02 - Substitute/Temporary Employees

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

7.03 - System Seniority

- A. System seniority shall be defined as the period of continuous employment with Canton City Schools, commencing with the first workday as a regular unit member from the last date of hire.
- B. The system seniority of every employee, after he/she successfully satisfies the probationary period of his/her job, shall be considered continuous until he/she:
 - 1. resigns;
 - 2. retires;
 - 3. is laid off for a time exceeding the recall period, or;
 - 4. is discharged for cause.

7.04 - Days

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

7.05 - Year

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

7.06 – Business Manager

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

7.07 – Vacancy

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

ARTICLE VIII - EMPLOYMENT PROCEDURE

8.01 - Application

Unit members must apply for positions to the Business Manager.

8.02 - Announcement of Openings

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

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

8.0202 All openings will appear in a weekly journal during the school year.

8.0203 Openings occurring during the summer shall be posted on the Canton City Schools web site, and will be available on the telephone hotline number.

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

8.0205 All vacancies will be advertised as the same position vacated. If a job opening is to be filled by the Board, it shall be advertised as the same position vacated. This shall not prohibit the administration from reevaluating or modifying the job description as provided by law. If the Board is considering abolishing a position, it will notify the Union; who shall then have an opportunity to offer input.

Should the administration exercise its right to modify a position or decide to create a new position, it shall be advertised in accordance with Section 8.0201. The Union will have the opportunity to provide input into the modified or new job description as provided in Section 8.0204.

8.0206 Summer work shall be advertised in the weekly journal, if known, prior to the close of the school year. After that time, unit members interested in summer work shall notify the coordinator of support services in order to be considered for summer employment.

8.03 - Filling Vacant Positions

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

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

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

A. Previous job experience.

B. Quality and quantity of work performed in the present position.

C. Skills.

D. In the event the other factors are equal, system seniority will be applied. The final decision on promotional appointments rests with the Business Manager,

and, it is understood that seniority shall not be the exclusive determinant for selection.

E. Applicants shall be considered in the following sequence:

1. lateral transfer requests;
2. applicants requesting transfer to a lower classification;
3. promotions inside classification series;
4. promotions outside classification series;
5. laid off employees (guaranteed assignment) and;
6. other applicants.

F. Employees who are selected for the vacant position shall be placed on the same step of the salary schedule as held in the prior bargaining unit position.

8.04 - Probationary Period for Promotional Transfers

A selected candidate shall serve a probationary period in his or her new assignment, and the assignment shall be confirmed or denied within this time period. The probationary period shall be forty (40) workdays to allow the Board to determine the fitness and adaptability of any unit member for the work required. During the probationary period, there will be at least one evaluation completed. A return to the member's former classification for any reason during this period shall not be subject to the grievance procedure. In the event an employee does not satisfactorily meet the requirements of the promotional position, said employee shall have the right to employment by replacement of the least senior employee in the former classification. The restriction which forbids a lateral transferee to bid on another open position for ninety (90) calendar days shall not be applicable in this particular case; and, this waiver shall be valid for only one transfer.

8.05 - Limited Mobility

8.0501 - Current Unit Members

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

- A. Unit members will be permitted one lateral transfer during a year.
- B. Any unit member may withdraw in writing a request for a transfer at any time prior to being offered the assignment in writing. The written withdrawal request shall be given to the Business Manager.

- C. If a successful bidder declines to accept a position offer, said employee shall not be eligible to bid on another position in the classification for a period of one (1) year starting from the date of the declined job offer.

8.06 - Appointments and Placement

- 8.0601 Unit members involved in an involuntary transfer shall be apprised in advance in writing. Vacancies created by such transfers shall be subject to the regular bid procedure. Involuntary transfers shall not be considered a bid.
- 8.0602 New unit members shall receive a wage notification.
- 8.0603 Unit members shall be given first consideration for any lateral transfer or transfers to a lower classification. The Board will not hire outside the bargaining unit unless no qualified candidate is developed by following the factors listed in Section 8.0303 A through E.
- 8.0604 When a unit member is assigned to a different classification, the unit member shall be placed in the new assignment on the corresponding step.
- 8.0605 A promotion occurs when the entry-level hourly rate of the unit member's current classification is lower than the entry-level hourly rate of the member's new classification.

8.0606 Step Placement for New Employees

Except as otherwise provided herein, newly hired employees shall start at Step 0 on the salary schedule for their position. In certain circumstances, the Administration may wish to hire a new employee at a higher step than Step 0. In those cases, prior to making an offer of employment, the Business Manager must notify the Union President in writing of the intent to hire at a higher step. If the Union objects, it must do so within five (5) work days of receiving the notification of intent, after which the parties agree to meet to within five (5) work days of the objection to bargain over the higher step placement. The parties agree to bargain in good faith and to fairly and honestly debate the reasons for and against higher step placement. The parties agree that the reasons for or against higher step placement shall be based on the best interests of students and shall not be arbitrary or capricious. If upon meeting the parties still cannot agree, the final decision on step placement rests with the Business Manager.

8.07 - Temporary Assignment

If an employee is asked by the Business Manager to do work normally done by unit members in a higher classification, the employee shall be paid at the temporary employee's corresponding rate in the higher classification for the duration of the temporary assignment. If the work is outside the bargaining unit, the employee will be paid at the Step 1 rate of the position outside the classification, or if the Step 1 rate does not provide at least a \$.50 per hour increase, at the step of the outside classification that provides for at least a minimum increase of \$.50 per hour for the duration of the temporary assignment.

8.08 - Resignation

Any unit member desiring to resign from the staff of the Canton City Schools shall notify the Board of such intent, in writing, as soon as possible. The unit member shall send the notice to the Business Manager.

8.09 – Highly Qualified Status

- A. Employees classified as an Assistant, Natatorium Instructor, Physical Therapist Assistant, Occupational Therapist Assistant, and ISS Monitor and any additional position for which “highly qualified” status may be required under statute, regulation, or by the Board must meet the “highly qualified” requirements.

ARTICLE IX - LAYOFF AND RECALL RIGHTS AND PROCEDURES

9.01 When it is necessary to reduce members of the Bargaining Unit for any reason, the following procedure shall apply:

9.0101 Attrition: Where known and where possible, the number of persons affected by layoff will be kept to a minimum by not employing replacements, insofar as practicable, for unit members who retire, resign or whose employment is terminated for cause.

9.0102 In addition all temporary provisional or probationary unit members within any affected classification shall be laid off before affecting any regular Unit Members in the affected classification.

9.0103 On the basis of system seniority, displaced personnel in lieu of bumping rights as set forth below, shall be given the opportunity to select temporary assignment to

any existing vacancy in a lower classification within the employee's classification series.

9.02 Reduction other than by attrition. To the extent that reductions are not achieved through attrition, and further reductions must result, the following procedure will be utilized:

9.0201 Affected unit members shall be notified at least three (3) weeks in advance of the anticipated layoff, and of their rights. However this provision will not apply to the Classification of Follow Along Special Education Assistant.

9.0202 The affected unit members in the affected classification shall be reduced by virtue of their classification seniority with the least senior being reduced. (Classification seniority shall be defined as service time accumulated in the job classification only.)

9.0203 The affected unit members may then bump down to the next level in their classification series that is being held by a unit member with less system seniority. (System seniority as defined in 7.03.)

9.0204 The end result will be (if still necessary) that the least senior unit members after the bumping occurs shall be the ones laid off.

It is understood that unit members bumping down to a lower classification shall be paid at the regular wage rate for the lower classification during their term in said classification.

9.0205 In the event a vacancy subsequently occurs in the unit member's previously held classification, the unit members who have bumped down or are laid off shall be returned to their previously held higher classification by virtue of their classification seniority.

9.0206 Layoff lists: Unit members laid off pursuant to Section 2 of this Article shall immediately be placed on a lay off list and such list shall be given to the Union. No new unit member shall be employed by the Board for placement in the job classification where lay offs exist. A unit member whose name appears on the lay off list shall be offered re-employment when a position becomes available within the job classification which that unit member held immediately prior to lay off. Unit members shall be returned to active employment in the order of seniority within the said job classification when vacancies arise within the job classification.

- 9.0207 Notice of Recall: If a vacancy becomes available the Board shall recall the unit member to active employment by giving written notice to the unit member. Said written notice shall be sent to the unit member by certified mail addressed to the unit member's last known address. It shall be the responsibility of the unit member to notify the Board of any change in address. If the unit member fails to accept re-employment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the lay off list. Written notice of acceptance of re-employment must be postmarked within fifteen (15) calendar days from the date notification was delivered, but, if notification is delivered after August 15th or during the school year, notice of acceptance must be postmarked within five (5) days of receipt of notification. Copies of all recall notices shall be sent to the Local President.
- 9.0208 Time on Lay-off list; Status Upon Return: Each unit member shall remain on the lay-off list for twenty-four (24) months from his or her last day of active service in the system, unless he/she fails to accept a recall or waives his/her recall rights to his/her position in writing. A unit member who is recalled to his/her regular position shall be credited with sick leave accumulation and years of service for vacation entitlement he/she had prior to layoff. If the unit member, while on layoff accepts another position with the system, he/she will still be eligible to recall for his/her regular position as set forth above.
- 9.0209 Grievance Procedure: Only the procedure by which layoff and recall is carried out shall be subject to the arbitration and grievance provisions of this agreement. Thus, for example the reasons for layoff as determined by the Board are not subject to the arbitration or grievance provisions of this agreement.
- 9.02010 A laid off employee shall have the right to remain in the group health insurance coverage at his/her own expense for a period of eighteen (18) months after he/she is laid off or until such person returns to work whichever occurs first. Premium payments must be received in the Treasurer's office prior to the first of the month. Should an employee fail to make timely payment, he/she shall forfeit his/her rights under this section. The Board shall pay the employee's group health premium through the end of the month of the layoff. (See: Classification Series Appendix C)

ARTICLE X - COMPENSATION AND PAYROLL PROCEDURES

10.01 - Longevity Increments

10.0101 Unit members shall qualify for longevity pay of \$.10 per hour based on continuous service in the Canton City Schools of eighteen (18) years. Unit members shall qualify for additional longevity pay of \$.10 per hour based on continuous service in the Canton City Schools of twenty-one (21) years. Unit members shall qualify for additional longevity pay of \$.20 per hour based on continuous service in the Canton City Schools of twenty-six (26) years. Once a member qualifies for longevity, such increase shall become effective with the first pay after July 1 in the new contract year where appropriate.

10.0102 Time on the recall list shall not be considered a break in seniority.

10.02 - Severance Pay

10.0201 No person shall collect severance pay more than one time from the Canton City Schools.

10.0202 An eligible unit member must have been accepted in his or her retirement system and approved for retirement benefits.

10.0203 The Board shall provide severance pay in an amount equal to one fifth (1/5) of the unit member's accumulated sick leave days up to fifty (50) sick leave days. Unit members who have accumulated more than fifty (50) days of unused sick leave shall be entitled to an amount equal to one fourth (1/4) of the days accumulated over fifty (50) days up to two hundred seventy (270) days or an additional payment of fifty-five (55) days, for an aggregate of sixty-five (65) days. Unit members who have accumulated more than two hundred seventy (270) days of unused sick leave shall be entitled to an amount equal to one third (1/3) of the days accumulated over two hundred seventy (270) days up to three hundred (300) days or an additional payment of ten (10) days, for an aggregate of seventy-five (75) days. If a unit member does not use any sick leave during the four (4) month period immediately prior to his or her retirement date, the unit member shall also receive a credit for five (5) additional days of severance pay. A daily rate of pay will be based on the unit member's daily rate of pay for the last completed year of service.

- 10.0204 In the event a bargaining unit member who has been employed by the Canton City School District dies while in the employ of the schools after rights have vested under SERS, severance pay will be paid to that employee's estate.
- 10.0205 To be eligible for payment unit members shall make application for severance pay on Board forms.
- 10.0206 [Parties need to agree on timing of payment and type of tax deferral, if any, for the plan, to be added.]

10.03 - Payroll Deductions

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

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

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

In addition, the Board will have payroll deductions for Fair Share Fee as provided in Section 10.0402.

10.0401 - Process for Credit Union Payments:

For hourly unit members, if possible and when possible, there shall be bi-weekly deductions.

10.0402 - Union Dues

- A. The employer agrees to provide payroll deductions of dues for any employee upon presentation of a signed authorization individually executed by the employee.

- B. Payroll deduction shall commence in September and continue for twenty-six (26) consecutive pay periods.
- C. Dues deduction authorizations, once submitted by the employees, shall be continuous until the authorization is revoked by the employee through written notification by the employee to the school Treasurer. The revocation must be made in writing to the school Treasurer between August 22 and August 26.
- D. A Union officer shall be required to notify the Treasurer of the Board, in writing, prior to August 15 of any school year of any change in the dues for the fall semester or by December 15 of any change in the dues for the spring semester.
- E. The Union agrees to indemnify and save the employer harmless against any and all claims that may arise as a result of action taken by the employer in reliance upon an authorization card submitted by the employee.
- F. Dues deductions may be started at any time during the year, but any deduction missed must be made up by the employee on a prorated basis as specified by the local Union Treasurer.
- G. All monies deducted and a report of all deductions shall be sent to the State Union Treasurer within five (5) days of the pay period. A copy of the report shall be sent to the local Union Treasurer.
- H. The employer agrees not to honor any check off authorization or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purposes of collective bargaining for wages, term and conditions of employment.
- I. Fair Share Fee

- 1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

- 2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board no later than October 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union.

3. Schedule of Fair Share Fee Deductions

- a. Payroll deductions of such fair share fees shall begin at the second payroll period in January and end the second pay in June.
- b. The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

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

5. Procedure for Rebate

- a. The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- b. Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

6. Hold Harmless

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

7. Objections to Fair Share Fees

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

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

10.0404 - Annuity Deductions

Deductions of annuities shall be made in bi-weekly deductions.

10.0405 - United Way Deductions

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

10.05 - Payroll Periods

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

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

10.06 - Travel Allowance

10.0601 - Use of Personal Vehicle

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

10.0602 - Overnight Travel

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

10.07 - Overtime

- A. The normal workweek shall consist of a scheduled number of hours within the workweek beginning Monday and ending Friday.

The Board may deviate from the Monday through Friday scheduling where circumstances necessitate the scheduling of five (5) consecutive days other than Monday through Friday. Unit members must be given at least two weeks notice of any deviation.

- B. Overtime at the rate of one and one-half (1--1/2) times the unit member's regular hourly rate will be paid for any hours worked in excess of forty (40) hours in a workweek. Holidays, jury duty, calamity days, vacation and Union time shall be considered hours worked when it is paid time. The overtime rate will be computed on the weighted average basis as established by federal regulations except as otherwise specified in this Agreement.
- C. There shall be no pyramiding of overtime hours or premiums, and hours paid for at an overtime premium under any section of this contract shall not be counted again for purposes of determining the application of any other premiums. Whenever two (2) or more premium provisions are applicable to the same hours worked, the higher premium shall be paid.
- D. Upon providing documentation, an employee who uses Union time under Section 5.09 or who is participating in a grievance step or arbitration shall not be counted as a turn in the overtime rotation for declining overtime because it conflicts with accepting such overtime.

10.0701 - Granting Building Overtime

Overtime will be offered to unit members first within the classification on a rotating seniority basis if said overtime is related to the work responsibilities of employees within the department and building. The Administration shall provide individual authorization forms for overtime and extra time.

10.08 - Building Assignments for Educationally Related Personnel

Building assignments shall be given or sent to each unit member.

10.09 - Payroll Adjustments

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

10.10 - Lost Checks

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

10.11 - Wage Schedules

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

1. The greater of 2% or \$0.34/hr increase effective July 1, 2016;
2. The greater of 2% or \$0.33/hr increase effective July 1, 2017;
3. The greater of 2% or \$0.33/hr increase effective July 1, 2018;

The wage schedules are attached as Exhibits A, A1 and A2.

If subsequent to reaching this agreement, the Canton Professional Educators Association (CPEA) receives a larger general percentage increase on the base wage scale for the same periods than the percentages provided above, the attached wage schedules will be adjusted to equal the general percentage increase received by CPEA.

10.12 Unit members who obtain a commercial driver's license with school bus validation prior to the first day of school in each year of this contract and who are placed upon the substitute bus and truck drivers' list for assignment on an as-needed basis shall be paid an additional annual stipend in July after the end of the school year.

Unit members shall be eligible for an annual stipend on the following basis:

| | |
|--|-------|
| No refusal of assignment | \$500 |
| One refusal of assignment | \$400 |
| Two refusals of assignment | \$300 |
| Three refusals of assignment | \$200 |
| More than three refusals of assignment | \$0 |

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

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

10.13 Direct Deposit

Beginning with the first pay on and after January 1, 2009, payroll shall be made by direct deposit. Pay stubs shall be provided to each bargaining unit member. A bargaining unit member can select direct deposit with only one financial institution and the total net pay will be electronically transmitted to one designated account. The bargaining unit member is responsible for making arrangements with his/her financial institution for any distribution of funds to other accounts from the designated account.

10.14 When providing staff development, the Board will take into consideration the requirements for professional development under the No Child Left Behind Act (ESEA).

10.15 Extracurricular Contracts

Unit members who are awarded extracurricular contracts shall be paid at the base rate established by the Board for all hours worked under the extracurricular contract. All hours worked at the employee's regularly assigned job(s) will be paid at the hourly rate(s) for those jobs and the hours worked for the regular assignment(s) will be calculated for the work week before any hours under the extracurricular contract. To the extent the regular hours worked exceed forty (40) hours worked during the workweek, the overtime rate

shall be at either the rate for the regular assignment or if there is more than one regular assignment, at the weighted average rate for the regular assignments. The additional hours for the extracurricular assignment will either be paid at the Board established straight time rate for the extracurricular contract when total hours worked for the workweek are equal to or less than forty (40) hours and at time and one-half the Board established straight time rate for the extracurricular contract for hours worked in excess of forty (40) work hours for the workweek. If the extracurricular contract is for a position included in the Collective Bargaining Agreement between the Board and the Canton Professional Educators' Association, should the total earnings for the extracurricular contract be lower than the rate in the supplemental Salary Schedule for such extracurricular position established in that Agreement, the Board shall make a payment adjusting the hourly rate so that the total of the straight time and overtime rates equal the salary for extracurricular positions in that Agreement.

- 10.16 The Canton City Schools Adult Evening School classes shall be open to unit members on a space available basis at no charge.

ARTICLE XI - FRINGE BENEFITS

- 11.01 In addition to mandated fringe benefits, the following benefits shall be available to unit members provided, however, (except as hereinafter set forth) that only those unit members eligible and receiving fringe benefits on the date of the final acceptance of the preceding agreement shall be entitled to the benefits as set forth in this Article.

Nothing contained in the preceding paragraph shall be deemed to entitle members of this unit to change the nature of coverage provided under this Article. (By way of example and not by way of limitation, no unit member presently receiving individual medical insurance coverage may convert to family medical insurance coverage.)

Subject to the foregoing provisions, hospitalization, surgical/medical and major medical insurance benefits shall be available on a plan as offered by the Board.

The Union will be notified of any change of insurance carrier(s) by the Board.

11.02 - Life Insurance

- A. The group life coverage for all unit members who are employed at least 22.5 hours shall be \$50,000 life and accidental death and dismemberment coverage. The Board shall pay 100% of the cost of this insurance. Employees shall have the option of

purchasing additional coverage in accordance with and subject to the COG Health Benefit Plan which currently permits eligible employees to purchase additional term life insurance at the group rate in \$5,000 increments up to a maximum of \$20,000 in addition to the coverage provided by the Board. This provision is subject to the requirements of both the COG Health Benefit Plan and the insurance carrier.

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

11.03

- 11.0301 Unit members shall have the cost prorated over the school year and deducted from their bi-weekly pay. Any difference in amount shall be paid by the unit member before the end of the school year.
- 11.0302 Any covered unit member granted an unpaid leave of absence shall have the option of assuming the full cost of such premiums or dropping the coverage during the leave of absence.
- 11.0303 Hospitalization, surgical/medical, and major medical coverage are terminated at resignation, termination or retirement. Life insurance terminates on the day that resignation, termination or retirement is effective. Persons remaining in the employ of the Board who complete a given assignment year shall be covered until the beginning of the next assignment year, subject to the payment provisions as set forth above.
- 11.0304 If pays are not sufficient to make deductions conveniently, a unit member must pay the premiums by the tenth of each month. Failure to do so shall result in immediate cancellation of the policy.
- 11.0305 Insurance coverage under this Article shall commence the first day of the month following an eligible employee's application for benefits.
- 11.0306 The local Union president shall be informed in writing of any change in insurance carrier(s) at least thirty (30) days prior to the effective date of change.

11.04 - Paid Holidays

- 11.0401 Paid holidays for those unit members working more than eleven (11) months shall be set at twelve (12) days, including the following:

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

11.0402 Paid holidays for unit members working less than eleven (11) months shall be set at eight (8) days, including the following:

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

11.0403 Unit members who work less than eleven (11) months and who have completed the previous school term will be paid for Labor Day. If hourly, this pay will be based on the number of hours assigned in the current school year.

11.0404 In order to receive holiday pay, a unit member must work or accrue earnings for a full regular workday on the last scheduled day before the holiday and first scheduled workday after the holiday, unless the absence is excused in advance.

11.05 - Vacation Plan (260-day Unit Members or Legally Required)

0 days vacation if worked less than 5 months by June 30
5 days vacation if worked 5 months before June 30
10 days vacation if worked 10 months to 5 years before June 30
15 days vacation if worked 6 years to 10 years before June 30
20 days vacation if worked 11 years before June 30

11.0501 Back-to-back vacations are not permissible except at retirement.

11.0502 The vacation earned by July 1 must be taken sometime during the next twelve-month period, as arranged with the immediate supervisor.

Vacation time is not cumulative from one year to another, except that the employee shall have the option to rollover up to a maximum of ten (10) unused vacation days in any year. Unless there is a special reason, vacation should not be requested during the last week of school nor the week before school opens.

11.0503 Vacation in each building should be worked out among the unit members in the building and then submitted to their immediate supervisor for approval. If there is a conflict, system seniority shall prevail. However, with the approval of the Business Manager, vacations may be taken at the same time as other unit members when such conflicts exist.

11.0504 Upon leaving employment, other than when employment is terminated for cause, unit members shall receive any earned vacation days due.

11.0505 Employees who are assigned to a vacation eligible classification during their work year shall receive a prorated share of their vacation in their first year in addition to being credited with their total years of service.

11.06 Employee Assistance Plan/Zero-Tolerance Drug-Free Workplace

The Insurance Committee is to establish an Employee Assistance Program to which the Business Manager, under appropriate circumstances, may refer an employee. Should the Business Manager refer an employee who does not have insurance coverage, the Board will pay the rehabilitation costs to the same extent as it would have, had the employee been covered under the Board's health insurance plan.

ARTICLE XII - ABSENCE

12.01 - Unpaid Leaves of Absence

12.0101 - Illness or Disability Leave

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

Abuse of the leave of absence procedure may result in discipline up to and including termination.

12.0102 - Parental Leave

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

12.0103 A member's seniority shall continue for the entire leave period and any extensions, although there will be no accumulation of service credits for pay or benefits under the Agreement. Upon return from leave, the member shall be entitled to reinstatement in his/her classification in the same or a comparable position. If that position or comparable position no longer exists, such person shall be assigned to such next lower comparable position for which he/she is qualified and entitled to under the seniority provisions. An employee returning from a leave of three (3) months or less shall be returned to the same assignment held before the leave, if it exists.

12.0104 Educational or Professional Growth Leave

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

12.0105 - Reinstatements or Early Terminations

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

12.0106 Dock Days

Attendance at work is important and no unit member may take an unpaid day off except as otherwise provided herein. Taking unpaid days off without prior written permission or for reasons not expressly permitted herein is cause for disciplinary action.

12.02 - Assault Leave

- 12.0201 A unit member who is required to be absent due to a physical disability resulting from an assault, which occurs in the course of Board employment, while on duty after using five (5) days of accumulated and unused sick leave, shall be eligible to receive assault leave. Where the unit member has no unused sick leave, this condition will be waived. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed ninety (90) workdays upon the unit member's delivering to the Treasurer a signed statement on forms provided to the unit member by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s), if available, causing the assault, the facts surrounding the assault and the willingness of the unit member to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the unit member shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration.
- 12.0202 Full payment for assault leave, less workers' compensation and any other financial remuneration, shall not exceed the unit member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under this agreement.
- 12.0203 Where the member exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the unit member may apply for further assault leave. Whether such additional paid leave is granted shall be determined solely by the Board. Where the assaulted unit member becomes eligible for benefits under the School Employees Retirement System because of any disability or because of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

12.03 - Special Leave

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

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

- 12.0302 Special leave shall not be charged to sick leave and shall not be added to total days absent on evaluations.
- 12.0303 Except in cases of emergency, three (3) days notice for use of special leave shall be required and in the case of emergency, verbal notification to the immediate supervisor shall be required. An employee may use email as a method of notification in the case of emergency only when the immediate supervisor has given prior authorization for using email for emergency notification.
- 12.0304 Special leave days shall not be available to newly hired probationary unit members until they have successfully completed their probationary period. This clause does not apply to unit members who have been promoted from another position within the district.
- 12.0305 Unused special leave days shall be converted into sick leave days and added to the unit member's sick leave balance on June 30th each year.

12.04 - Sick Leave

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

- 12.0401 One and one-fourth (1-1/4) days of sick leave shall be granted to regular unit members for each completed month of employment up to fifteen (15) days per year.
- 12.0402 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury or death in the unit member's immediate family. Members of the unit member's immediate family shall include grandparent, parent, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparents, stepchildren, foster children, foster parents, grandchildren, and any other person who because of relationship to the unit member shall be determined by the Superintendent of Schools to be members of the unit member's immediate family.
- 12.0403 Any accumulated sick leave of a unit member separated from any other public service shall be transferable in accordance with O.R.C. 3319.141 provided none of such accumulated sick leave has been converted to pay upon retirement.

- 12.0404 If sick leave is taken the unit member ~~may~~ shall be required to provide a written statement on a form provided by the Board explaining the reason(s) for the absence. If the unit member has been absent for more than three (3) days or has a pattern of absences, the unit member shall be required to provide a physician's statement justifying the need for the absence. A pattern of absences is defined as five (5) or more occurrences with no doctor's excuse in a single school year. A single occurrence is defined as any use of sick leave for a single incident of illness that extends from as little as a partial day up to a maximum of three consecutive days. Recurring multi-day occurrences may be considered a pattern of absence. Use of sick leave for death in the immediate family or for illness or injury of a school age (or younger) child will not be considered as part of any pattern of absence.
- 12.0405 Falsification of statements concerning the use of sick leave or the failure to provide doctor's excuses when required shall be considered misuse of sick leave. The misuse of sick leave by a unit member shall be grounds for disciplinary action, up to and including the termination of employment.
- 12.0406 Each newly hired unit member and each unit member who has exhausted his or her accumulated sick leave shall be eligible for an advancement of up to five (5) days of sick leave each year to be charged against sick leave he or she subsequently earns. This may be secured only if an employee has less than five (5) days of sick leave at the beginning of the school year and has not subsequently earned five (5) days in that year. The Treasurer shall notify the employee of advancement options.
- 12.0407 Any unit member who has exhausted all of his/her sick leave including the five (5) days advancement and still is unable to return to work shall be entitled to apply for any vacation time accrued up to this point.
- 12.0408 In the event that a unit member changes to a different position which has more or fewer hours of assignment, then the sick leave eligibility earned under the previously assigned position shall be credited, and may be taken, in a new position on a prorated hourly basis.
- 12.0409 The Canton City Board of Education and the OAPSE Locals 107, 161, 161A and 609 agree to administer a Sick Leave Bank according to the following:
1. A Sick Leave Bank Committee comprised of the Superintendent or his/her designee; the President of each local or his/her designee; the Treasurer or

his/her designee; the Business Manager or his/her designee; and the Child Nutrition Supervisor or his/her designee.

2. A Sick Leave Bank shall be established to provide sick leave benefits to bargaining unit members who had exhausted all their accumulated sick leave due to catastrophic or serious injury/illness suffered personally or by a family member that includes: employees, employee's spouse, employee's dependent and employee's children under the age of 18.
3. Definitions:
 - a. Catastrophic illness means a life-threatening illness or injury.
 - b. Serious illness or injury means an illness or injury which is not life-threatening but is seriously debilitating for the employee and will require an absence for significant period of time and is found to be a serious condition in the sole discretion of the Sick Leave Bank Committee.
 - c. Normal pregnancy does not fall within the definition of a catastrophic or serious illness.
4. The decision to grant or deny any request shall not be subject to the grievance procedure. Neither the granting nor denial or any request for such leave shall be considered precedent for any future Sick Leave Bank request. An individual may contact the Sick Leave Bank Committee for further explanation should they have no sick leave days; and/or to arrange for unique requirements for use of sick leave while in the Sick Leave Bank.

The member shall not receive sick leave days from the Sick Leave Bank if the absence pertains to workers compensation and/or disability retirement. This leave is not intended to substitute for Disability Retirement.
5. To be eligible to receive sick days from the bank, an employee must have exhausted all sick days prior to applying for Sick Leave Bank days and exhausted any unused vacation days. There will be no advancement of sick leave days while using days from the Sick Leave Bank.
6. The member's maximum annual (calendar year) use of Sick Leave Bank days shall be forty (40) days with a lifetime maximum of one hundred and twenty (120) days per member.

7. While in the Sick Leave Bank an employee does not accumulate sick leave days, nor do sick leave days accumulate to the bank.
8. An employee will not be required to pay back sick days after they return to work.
9. Requests for Sick Leave Bank days shall be made on forms provided by the Sick Leave Bank Committee.
10. An approval form will be provided by the Sick Leave Bank Committee. The form will require certification by a physician, as well as signature of receipt of approval form by the Treasurer's Office.

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

12.0410 Partial Sick Leave Days

The use of partial sick leave days, in one-half (1/2) day increments, is only permissible in the following circumstances:

1) Previously scheduled doctor's appointments for the unit member or a family member as described in 12.0402. A minimum of twenty-four (24) hour's notice to the immediate supervisor and supporting documentation from the physician is mandatory. Whenever possible, unit members agree to attempt to schedule doctor's appointments outside of work hours.

2) the illness of the unit member or a family member as described in 12.0402, only when the unit member becomes aware of said illness after the unit member has already reported to work.

Partial sick days may not be used in combination with any other form of leave on a given day, unless prior written approval is received from the Business Manager.

12.0411 Perfect Attendance Bonus

Each unit member who has not used any special leave or sick leave (excluding bereavement leave for immediate family members) for an entire semester of a school year shall receive a one hundred dollar (\$100) perfect attendance bonus. This bonus will be paid by the Treasurer on the second pay period following the semester in which it was earned. A semester shall mean two nine (9) week school periods as specified in the school calendar. There shall be a third semester for two hundred and sixty (260) day employees which shall run from the day after the end of the student year to the day before the students report for school.

12.05 - Calamity Days

- 12.0501 Unit members shall be required to work on days when schools are closed due to a calamity if specifically requested by the Business Manager unless, because of said calamity, a unit member is unable to report. (Calamity shall be considered to be snow, fire, or other events which create personal hazards.)
- 12.0502 Unit members requested to report are required to report for work and shall not be paid overtime pay unless they work hours extending beyond their regularly scheduled hours. In this case, they are entitled to overtime pay.
- 12.0503 Any unit member required to work on a calamity day shall be paid for such time at double his/her regular hourly rate, or, at the option of the unit member, be granted compensatory time off equal to hours worked on the calamity day.
- 12.0504 All other unit members shall not be required to work on days when schools are closed due to a calamity. If days are made up at a later date, unit members shall work without additional compensation.
- 12.0505 Calamity days time off shall not be counted in determining a unit member's sick leave or special leave.
- 12.0506 All unit members unable to reach their work site must report to the principal, immediate supervisor, or switchboard operator, if the switchboard is open.

12.06 - Jury Duty - Court Witness

- A. Any regular unit member who is absent from his or her work assignment for jury duty shall be paid for the day/s at his/her regular rate of pay. Unit members shall not be required to turn over any jury duty pay

- B. Where a regular unit member who is not a party is subpoenaed to a court of law on school related legal business involving a crime, student assault or child abuse, the unit member shall be granted the necessary time off with full pay less any witness fee paid by the court. To be eligible the unit member must present a copy of the official subpoena to the Business Manager or designee prior to appearing in court.

12.07 - Early Dismissal

Personnel shall work their regular hours on days when school is dismissed early. When schools are closed by the administration due to an impending emergency, calamity, or Act of God which is a threat to the health or safety of the unit members, all unit members shall be dismissed at the same time.

- 12.0701 One hundred eighty-six (186) day educationally related unit members may be required to work days when school is in session and students are not present as directed by the Business Manager or designee.

12.08 Family Medical Leave

12.0801

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

is entitled to and takes paid sick leave for any of the circumstances set forth in A (1-4) above, the leave will be treated as and counted against FMLA available under this Section and the unit member must comply with the requirements of this Section.

12.0802

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

12.0803

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

12.0804

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

12.0805

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

12.0806

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

12.09 Temporary Duty Plan

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

1. The Plan shall be overseen by the Business Manager who will coordinate the employee’s participation in the Plan in accordance with the employee’s limitations as set forth by the Managed Care Organization (“MCO”) in consultation with the employee’s physician and consistent with the needs of the District and in accordance with the limitations of the Agreement or any laws or statutes that may apply. The District retains the sole right to:
 - A. Determine those employees that shall be permitted to participate in the Plan.
 - B. Change the work hours and work location of any employee that has agreed to participate in the Plan and the set work hours and location for any employee that has agreed to participate in the Plan.
 - C. Determine the duration of the Plan which shall not exceed fifty (50) days.
2. Any employee who has been approved for a compensable lost time claim under Workers’ Compensation is eligible to participate in the Plan.
3. An employee wishing to participate in the Plan shall submit a request to participate to the Business Manager. The MCO will provide the Business Manager with a statement as to any and all limitations that need to apply for consideration of the employee’s approval to participate in the Plan.
4. When the Business Manager determines a position exists for the injured worker to participate in the Plan (in keeping with the limitations as set forth by the MCO in

consultation with the employee's physician), the Business Manager shall reduce the offer to writing. The statement shall include the number of hours and days to be worked per week and in total; actual times and location of the position; job description of the position; and hourly wage and benefits to be provided. A copy shall be sent to the appropriate Local President. The statement shall be submitted to the MCO for approval.

5. Subject to the conditions above and the approval of the MCO for the employee's participation in the Plan, the Business Manager will give written confirmation of the reporting date and hours of work. The employee must respond to the Business Manager's written offer within five (5) work days. Failure of the employee to respond to the written offer within five (5) work days will be considered a rejection of the offer.
6. An employee participating in the Plan shall receive the same rate of pay as the employee was receiving at the time the employee left work because of the injury and will receive all other benefits afforded under the Agreement.
7. The eligible employee will be given a specific start and stop date for the transitional program. The period of time may be extended for special circumstances.
8. The District retains the exclusive right to determine the number of employees or the positions in any particular job classification eligible to participate in the Plan. No employee will be permitted to participate in the Plan if there is an existing layoff in that classification of a senior person or if such participation would cause a layoff or reduction in hours for a senior, existing bargaining unit member.
9. The employee will be denied participation in the Plan if the MCO in consultation with the employee's physician determines the employee is physically unable to perform the duties of the position. Denial of participation in the Plan will not prohibit an employee from future consideration for participation, if so warranted.

ARTICLE XIII - MISCELLANEOUS

13.01 - Dress Code

All bargaining unit members are to be neat and clean in appearance and dress in a professional manner for their assignment. Inappropriateness will be addressed on an individual basis.

13.02 - Entire Agreement Clause

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

13.03 - Conflict with Law

If any provision of this contract, or any application of the provisions of this contract, or any agreement reached under its terms, is found to violate any federal or state law, or SERB ruling, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect. Furthermore, in the event that a section of this agreement does not comply with law, both parties shall sincerely attempt to arrive at a mutually satisfactory legal solution to any resulting issue(s) through the negotiating process within ten (10) workdays from their agreement.

13.04 - No Lockout/No Strike

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

13.05 - Waiver of Negotiations


The parties hereto acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter which may not have been within the knowledge or contemplation of either provided, however, that this article does not waive the right of the Union to notice and an opportunity to bargain over the effect of any change in wages, hours or other terms of conditions of employment which the Board may make during the term of this Agreement; except the Board and Union agree that if the Board determines it wants to consider creation of a four-day work week for 260 day employees, the Union will enter into mid-term bargaining on that subject with the Board.

13.06 - Term of Agreement

This Agreement shall become effective upon adoption by the Board except as otherwise specifically provided herein and shall remain in full force and effect until 11:59 p.m. June 30, 2019.

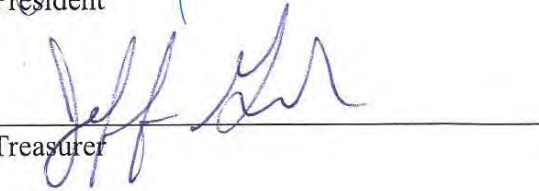
The parties hereto have duly signed this Agreement in Canton, Ohio, on the 27th day of September, 2016.

CANTON CITY BOARD OF EDUCATION



President

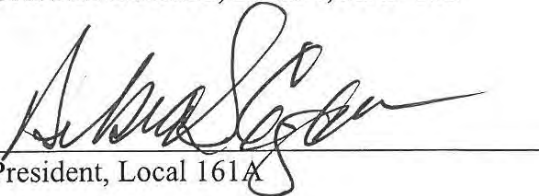
8/31/16
Date



Treasurer

9/19/16
Date

OAPSE/AFSCME, Local 4, AFL-CIO



President, Local 161A

9/27/16
Date



Field Representative

9/13/16
Date

APPENDIX A
DISCIPLINE FORM

Date: _____

Employee Name: _____

Administrator: _____

Brief Summary of Discussion:

Administrator

Employee

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

APPENDIX B
Canton City Schools

GRIEVANCE FORM, OAPSE 161A – SUPPORT PERSONNEL
(WHEN FILLING OUT FORM – PLEASE TYPE OR PRINT)

Name: _____

Date, Time, and Location of Occurrence: _____

Statement of Grievance: _____

Section of Agreement Claimed to Have Been Violated: _____

Relief Requested: _____

Signature: _____

Grievant

Signature: _____

Union Representative or Designee

Time limits shall be in accordance with current contract.
COMPLETE REVERSE SIDE OF FORM AS APPLICABLE

STEP I

Date received by
Designated Administrator

Disposition of Grievance

Administrator/Date

Date Received by Grievant:

I hereby (request/do not request) that my
grievance be forwarded to Step II.

Grievant/Date

STEP II

Date received by
Designated Administrator

Disposition of Grievance

Business Manager/Date

Date Received by Grievant:

Grievant/Date

APPENDIX C
OAPSE 161A
CLASSIFICATION SERIES

Secretarial/Clerical

- A. Payroll Clerk/Bookkeeper
- B. Sub Placement Officer
- C. LPN Clerk
- D. Duplicating Clerk
- E. Clerk
- F. Data Machine Operator

Educationally Related

- A.
 - 1. Community Worker
 - 2. Attendance Office Assistant
 - 3. Educational Assistant
- B.
 - 1. Monitor
 - 2. Educational Assistant
- C.
 - 1. ABE Recruitment Specialist
- D. Special Education
 - 1. P.T. Assistant/O.T. Assistant
 - 2. Bus Assistant
 - 3. Educational Assistant
- E. Elementary
 - 1. No Child Left Behind Assistant
 - 2. Early Childhood Assistant
 - 3. Kindergarten Assistant
 - 4. Educational Assistant
- F. Brailist
- G. Homeless Liaison
 - Assistant to Homeless Liaison
- H. Natatorium Instructor
- I. Follow-Along Assistant

APPENDIX D

ZERO TOLERANCE/DRUG-FREE WORKPLACE

Principles

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

Procedures

1. All staff members have a responsibility to make themselves familiar with, and abide by, the laws of the State, the policies of the Board, and the district wide administrative regulations designed to implement them.
2. All employees are prohibited from the unlawful manufacture, distribution, dispensation, purchase, possession, or use of a controlled substance in the workplace or on the job, or elsewhere, if it impacts the employee's ability to perform his/her contractual responsibilities.

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

Sideletter

Date: _____

Debbie Cogan
Ohio Association of Public School Employees
305 McKinley Avenue, NW
Canton, Ohio 44702

Dear Mrs. Cogan:

Consistent with the statutory provisions of Ohio Revised Code §2744.07, the District will defend and indemnify any member of Local 161A if a lawsuit is filed against such member, provided the employee was performing assigned duties and was acting in good faith and not manifestly outside the scope of his/her assigned job duties.

Very truly yours,

Tad C. Ellsworth,
Business Manager

Sideletter

Date _____

Debbie Cogan
Ohio Association of Public School Employees
305 McKinley Avenue, NW
Canton, Ohio 44702

Dear Mrs. Cogan:

As a sideletter to the collective bargaining agreement between the Canton City Board of Education and the Ohio Association of Public School Employees (OAPSE)/AFSCME, Local 4, AFL-CIO and Local 161A, effective through June 30, 2019, it is agreed that members of the bargaining unit are eligible to apply for full-time positions and, except where limited by Civil Service, will continue to receive consideration for the full-time position with other candidates.

Tad C. Ellsworth
Business Manager

FLEX PLAN

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

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

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

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

* * *

Canton City School District Board of Education
OAPSE 161A - Wage Schedule
Effective July 1, 2016

\$0.34

2.35%

| Steps | A | B | C | D | E | F | G | H | I | J | K |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 0 | \$10.04 | \$19.72 | \$12.35 | \$10.89 | \$15.12 | \$11.04 | \$11.90 | \$17.79 | \$13.92 | \$18.74 | \$12.97 |
| 1 | \$10.15 | \$19.89 | \$12.47 | \$10.99 | \$15.23 | \$11.16 | \$12.02 | \$17.97 | \$14.03 | \$18.89 | \$13.09 |
| 2 | \$10.53 | \$20.33 | \$12.84 | \$11.37 | \$15.61 | \$11.53 | \$12.37 | \$18.40 | \$14.40 | \$19.34 | \$13.46 |
| 3 | \$10.63 | \$20.50 | \$12.94 | \$11.48 | \$15.72 | \$11.64 | \$12.51 | \$18.59 | \$14.52 | \$19.50 | \$13.56 |
| 4 | \$10.75 | \$20.66 | \$13.07 | \$11.59 | \$15.84 | \$11.74 | \$12.62 | \$18.75 | \$14.62 | \$19.69 | \$13.69 |
| 5 | \$10.85 | \$20.83 | \$13.18 | \$11.69 | \$15.94 | \$11.87 | \$12.72 | \$18.91 | \$14.73 | \$19.85 | \$13.80 |
| 6 | \$10.97 | \$21.01 | \$13.29 | \$11.80 | \$16.05 | \$11.98 | \$12.83 | \$19.09 | \$14.85 | \$20.01 | \$13.91 |
| 7 | \$11.07 | \$21.18 | \$13.39 | \$11.92 | \$16.17 | \$12.09 | \$12.93 | \$19.27 | \$14.97 | \$20.19 | \$14.01 |
| 8 | \$11.24 | \$21.34 | \$13.55 | \$12.09 | \$16.27 | \$12.25 | \$13.11 | \$19.43 | \$15.14 | \$20.36 | \$14.18 |
| 9 | \$11.41 | \$21.52 | \$13.73 | \$12.25 | \$16.38 | \$12.41 | \$13.28 | \$19.58 | \$15.30 | \$20.54 | \$14.35 |
| 10 | \$11.58 | \$21.68 | \$13.90 | \$12.41 | \$16.49 | \$12.59 | \$13.43 | \$19.77 | \$15.48 | \$20.69 | \$14.52 |
| 11 | \$11.73 | \$21.87 | \$14.05 | \$12.59 | \$16.60 | \$12.75 | \$13.60 | \$19.94 | \$15.64 | \$20.87 | \$14.68 |
| 12 | \$11.85 | \$21.97 | \$14.17 | \$12.70 | \$16.72 | \$12.86 | \$13.72 | \$20.05 | \$15.75 | \$20.99 | \$14.79 |
| 13 | \$11.97 | \$22.09 | \$14.28 | \$12.80 | \$16.82 | \$12.96 | \$13.83 | \$20.16 | \$15.87 | \$21.09 | \$14.91 |
| 14 | \$12.08 | \$22.19 | \$14.39 | \$12.91 | \$16.93 | \$13.09 | \$13.94 | \$20.28 | \$15.98 | \$21.21 | \$15.02 |
| 15 | \$12.18 | \$22.31 | \$14.50 | \$13.01 | \$17.04 | \$13.20 | \$14.04 | \$20.39 | \$16.10 | \$21.32 | \$15.13 |
| 16 | \$12.29 | \$22.42 | \$14.61 | \$13.15 | \$17.15 | \$13.30 | \$14.15 | \$20.51 | \$16.21 | \$21.43 | \$15.26 |

Longevity: (if continuing years of service in CCS: 18 yrs = additional \$.10 per hour, 21 yrs = additional \$.10 per hour, 26 yrs = additional \$.20 per hour)

Annual increments are earned if a unit member works 120 days during the preceding contract year.

(Includes paid holidays and paid vacation, if any)

- A ASSISTANTS - attendance, bus, early childhood, education, kindergarten, follow-along;
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- C Braillist
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- E Parent Mentor, Homeless Liaison Assistant
- F Natatorium Instructor
- G Payroll Clerk, Bookkeeper
- H Physical Therapist Assistant, Occupational Therapist Assistant
- I School Community Worker, School Resource Assistant
- J Homeless Liaison
- K Sub Placement Officer

Canton City School District Board of Education
OAPSE 161A - Wage Schedule
Effective July 1, 2017

\$0.33

2.25%

| Steps | A | B | C | D | E | F | G | H | I | J | K |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 0 | \$10.37 | \$20.17 | \$12.68 | \$11.22 | \$15.47 | \$11.37 | \$12.23 | \$18.20 | \$14.25 | \$19.17 | \$13.30 |
| 1 | \$10.48 | \$20.34 | \$12.80 | \$11.32 | \$15.58 | \$11.49 | \$12.35 | \$18.38 | \$14.36 | \$19.32 | \$13.42 |
| 2 | \$10.86 | \$20.79 | \$13.17 | \$11.70 | \$15.97 | \$11.86 | \$12.70 | \$18.82 | \$14.73 | \$19.78 | \$13.79 |
| 3 | \$10.96 | \$20.97 | \$13.27 | \$11.81 | \$16.08 | \$11.97 | \$12.84 | \$19.01 | \$14.85 | \$19.94 | \$13.89 |
| 4 | \$11.08 | \$21.13 | \$13.40 | \$11.92 | \$16.20 | \$12.07 | \$12.95 | \$19.18 | \$14.95 | \$20.14 | \$14.02 |
| 5 | \$11.18 | \$21.30 | \$13.51 | \$12.02 | \$16.30 | \$12.20 | \$13.05 | \$19.34 | \$15.07 | \$20.30 | \$14.13 |
| 6 | \$11.30 | \$21.49 | \$13.62 | \$12.13 | \$16.42 | \$12.31 | \$13.16 | \$19.52 | \$15.19 | \$20.47 | \$14.24 |
| 7 | \$11.40 | \$21.66 | \$13.72 | \$12.25 | \$16.54 | \$12.42 | \$13.26 | \$19.71 | \$15.31 | \$20.65 | \$14.34 |
| 8 | \$11.57 | \$21.83 | \$13.88 | \$12.42 | \$16.64 | \$12.58 | \$13.44 | \$19.87 | \$15.49 | \$20.82 | \$14.51 |
| 9 | \$11.74 | \$22.01 | \$14.06 | \$12.58 | \$16.75 | \$12.74 | \$13.61 | \$20.03 | \$15.65 | \$21.01 | \$14.68 |
| 10 | \$11.91 | \$22.17 | \$14.23 | \$12.74 | \$16.87 | \$12.92 | \$13.76 | \$20.22 | \$15.83 | \$21.16 | \$14.85 |
| 11 | \$12.06 | \$22.37 | \$14.38 | \$12.92 | \$16.98 | \$13.08 | \$13.93 | \$20.39 | \$16.00 | \$21.34 | \$15.02 |
| 12 | \$12.18 | \$22.47 | \$14.50 | \$13.03 | \$17.10 | \$13.19 | \$14.05 | \$20.51 | \$16.11 | \$21.47 | \$15.13 |
| 13 | \$12.30 | \$22.59 | \$14.61 | \$13.13 | \$17.20 | \$13.29 | \$14.16 | \$20.62 | \$16.23 | \$21.57 | \$15.25 |
| 14 | \$12.41 | \$22.69 | \$14.72 | \$13.24 | \$17.32 | \$13.42 | \$14.27 | \$20.74 | \$16.34 | \$21.69 | \$15.36 |
| 15 | \$12.51 | \$22.82 | \$14.83 | \$13.34 | \$17.43 | \$13.53 | \$14.37 | \$20.85 | \$16.47 | \$21.80 | \$15.48 |
| 16 | \$12.62 | \$22.93 | \$14.94 | \$13.48 | \$17.54 | \$13.63 | \$14.48 | \$20.98 | \$16.58 | \$21.92 | \$15.61 |

Longevity: (if continuing years of service in CCS: 18 yrs = additional \$.10 per hour, 21 yrs = additional \$.10 per hour, 26 yrs = additional \$.20 per hour)

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Canton City School District Board of Education
OAPSE 161A - Wage Schedule
Effective July 1, 2018

\$0.33

2.00%

| Steps | A | B | C | D | E | F | G | H | I | J | K |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 0 | \$10.70 | \$20.58 | \$13.01 | \$11.55 | \$15.80 | \$11.70 | \$12.56 | \$18.57 | \$14.58 | \$19.56 | \$13.63 |
| 1 | \$10.81 | \$20.75 | \$13.13 | \$11.65 | \$15.91 | \$11.82 | \$12.68 | \$18.75 | \$14.69 | \$19.71 | \$13.75 |
| 2 | \$11.19 | \$21.21 | \$13.50 | \$12.03 | \$16.30 | \$12.19 | \$13.03 | \$19.20 | \$15.06 | \$20.18 | \$14.12 |
| 3 | \$11.29 | \$21.39 | \$13.60 | \$12.14 | \$16.41 | \$12.30 | \$13.17 | \$19.40 | \$15.18 | \$20.34 | \$14.22 |
| 4 | \$11.41 | \$21.56 | \$13.73 | \$12.25 | \$16.53 | \$12.40 | \$13.28 | \$19.57 | \$15.28 | \$20.55 | \$14.35 |
| 5 | \$11.51 | \$21.73 | \$13.84 | \$12.35 | \$16.63 | \$12.53 | \$13.38 | \$19.73 | \$15.40 | \$20.71 | \$14.46 |
| 6 | \$11.63 | \$21.92 | \$13.95 | \$12.46 | \$16.75 | \$12.64 | \$13.49 | \$19.92 | \$15.52 | \$20.88 | \$14.57 |
| 7 | \$11.73 | \$22.10 | \$14.05 | \$12.58 | \$16.88 | \$12.75 | \$13.59 | \$20.11 | \$15.64 | \$21.07 | \$14.67 |
| 8 | \$11.90 | \$22.27 | \$14.21 | \$12.75 | \$16.98 | \$12.91 | \$13.77 | \$20.27 | \$15.82 | \$21.24 | \$14.84 |
| 9 | \$12.07 | \$22.46 | \$14.39 | \$12.91 | \$17.09 | \$13.07 | \$13.94 | \$20.44 | \$15.98 | \$21.44 | \$15.01 |
| 10 | \$12.24 | \$22.62 | \$14.56 | \$13.07 | \$17.21 | \$13.25 | \$14.09 | \$20.63 | \$16.16 | \$21.59 | \$15.18 |
| 11 | \$12.39 | \$22.82 | \$14.71 | \$13.25 | \$17.32 | \$13.41 | \$14.26 | \$20.80 | \$16.33 | \$21.77 | \$15.35 |
| 12 | \$12.51 | \$22.92 | \$14.83 | \$13.36 | \$17.45 | \$13.52 | \$14.38 | \$20.93 | \$16.44 | \$21.90 | \$15.46 |
| 13 | \$12.63 | \$23.05 | \$14.94 | \$13.46 | \$17.55 | \$13.62 | \$14.49 | \$21.04 | \$16.56 | \$22.01 | \$15.58 |
| 14 | \$12.74 | \$23.15 | \$15.05 | \$13.57 | \$17.67 | \$13.75 | \$14.60 | \$21.16 | \$16.67 | \$22.13 | \$15.69 |
| 15 | \$12.84 | \$23.28 | \$15.16 | \$13.67 | \$17.78 | \$13.86 | \$14.70 | \$21.27 | \$16.80 | \$22.24 | \$15.81 |
| 16 | \$12.95 | \$23.39 | \$15.27 | \$13.81 | \$17.90 | \$13.96 | \$14.81 | \$21.40 | \$16.92 | \$22.36 | \$15.94 |

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