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MAY 2 1999  
CANTON, OHIO

IN THE MATTER OF FACT-FINDING  
BETWEEN  
WAYNE COUNTY JOINT VOCATIONAL SCHOOL  
AND  
WAYNE COUNTY JOINT VOCATIONAL SCHOOL  
EDUCATION ASSOCIATION  
CLASSIFIED UNIT

BEFORE: Robert G. Stein

SERB CASE NO. 99 MED 05-0538

PRINCIPAL ADVOCATE FOR THE UNION:

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and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

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## INTRODUCTION

The bargaining unit is comprised of approximately twenty-seven (27) employees holding the various classified classifications (See Position Statements of the parties) with the Wayne County Joint Vocational School District. The primary function of the bargaining unit is one of providing the necessary support to run the educational and vocational programs of the District. Prior to declaring impasse, the parties held approximately five (5) negotiation sessions. The term Association and Union shall be used interchangeably in this report. The Board of Education shall be referred to as Board, Employer, or District.

On the dates of September 27, October 20, 1999, and January 6, 2000 a fact-finding hearing was held, and the Union presented to the Fact-finder forty-five (45) issues. The Employer submitted only four unresolved issues. This large disparity can be accounted for by the parties' diverse views of what occurred during the last days of bargaining prior to impasse. The Employer argued that all but four issues had been resolved as the parties engaged in "package bargaining" of all the open issues that existed between them.

The Employer's position, while reasonable on its face, did not meet the express definition of a tentative agreement as defined by the parties in the Collective Bargaining Agreement. Article IV G. entitled "Reaching Agreement" contained in the Agreement states in pertinent part:

*“As a tentative agreement is reached on each issue, it shall be so noted and initialed by each party”*

The Employer described the last stages of negotiations as days in which the parties

participated in “packaging proposals.” This characterization was confirmed through the testimony of witnesses for both the Employer and the Union. Package proposal bargaining is a well accepted technique used to reach agreement on multiple issues, where emphasis is placed upon the value of the whole in order to minimize or eliminate differences on individual issues. This technique, while very useful in the bargaining process, has one major condition. No issue is considered agreed upon until agreement is reached on all of the issues in the package.

Had the parties agreed to mediation during the fact-finding process, as strongly urged by the Fact-finder, it is very likely that the packaging progress history would have played a significant role in a mediated resolution of many issues. At the very least, both parties would have been on an equal footing with regard to their position on each issue, an advantage the Employer lost when it proceeded to fact-finding with only four issues. When the parties reached impasse without any items being “initialed,” they did not meet the contractual definition of a “tentative agreement.” As a Fact-finder, I have no authority to ignore issues that the Employer insists were resolved, but do not meet the definition of being resolved as explicitly defined in the Collective Bargaining Agreement. The Employer’s assertion, while well articulated, lacks contractual authority.

As a Fact-finder, I am bound by the law and the administrative rules promulgated by SERB. The Employer is limited by the issues it lists in its Position Statement, and the rules of SERB precluded the Employer from presenting any testimony or evidence on any issues that do not appear in said statement. It should be noted for the record that although the Employer was precluded from presenting testimony and evidence on forty-one of the forty-five issues it was able to make arguments on all of the issues. The Fact-finder was left with little choice but to conduct a hearing on all forty-five (45) open issues. However, on the last day of the hearing a breakthrough occurred. The parties, at the urging of the Fact-finder, were able to reach tentative agreement on eighteen (18) issues.

Both Advocates represented their respective parties in a forceful manner and clearly articulated the position of their clients on each issue in dispute. However, this process was not one free of difficulty. It was characterized by contentiousness and long and unexpected delays, often over procedural matters. During the bargaining process both parties filed and had to respond to unfair labor practice filings with the State Employment Relations Board. It took more than three months to hold 3 days of hearing. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of each parties' proposals on each issue but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

## CRITERIA

### OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

**ISSUE 1      Article 1      AGREEMENT**

**Union's position**

SEE UPS

**Employer's position**

The Employer argued the Agreement should be for three years.

**Discussion**

The bargaining history of the parties is a strong factor in matters relating to the length of a contract. Another important factor is the financial condition of the employer. In difficult financial times it is not uncommon for contracts to be shorter. There is evidence that finances of the Employer are in a condition to warrant a shorter agreement, although there is insufficient evidence that the Employer cannot afford a reasonable wage increase. While not in excellent shape, there is little doubt that the financial condition of the District is stable, most likely due to the apparent expertise and diligence of the District's chief financial officer. Nevertheless, the requirements of HB 412 must be followed in projecting sufficient funds for contracts. The data of other school districts in Wayne County demonstrate that a contract duration of three years is very common, however, many of these contracts were negotiated before the requirements the new "412" law took effect (AX 2).

**Recommendation**

A contract length of two years is recommended. It shall begin **July 1, 1999** and end **June 30, 2001**. All other current language not impacted by this change shall remain the same.

**ISSUE 2      Article 2      RECOGNITION**

**Union's position**

See, UPS.

**Employer's position**

The Employer argued that there should be no change in this provision.

**Discussion**

The certification of a bargaining unit is the exclusive province of SERB under ORC 4117. It is not appropriate for a Fact-finder to make a recommendation on the make-up of the bargaining unit.

**Recommendation**

This language shall remain the same until SERB makes a determination. If and when SERB makes a ruling such changes should be incorporated in the Agreement.

**ISSUE 3      Article 3      DUES DEDUCTION**

**Union's positions**

See, UPS.

**Employer's position**

The Employer argued that no change should occur in this language.

**Discussion**

The issue of fair share has significant economic importance to a Union. It is also an important issue in terms of the philosophy of each party. The Association presented data that support the fact that several school districts in Wayne County have a fair share provision (AX 1). This comparable data is impressive, yet it is not necessarily determinative in the instant matter. This instant matter differs in one significant way from these other districts. The recognition of a new bargaining agent, as far as this Fact-finder knows, is still pending before SERB. This factor alone causes the Fact-finder to view the issue of fair share in a different light. It seems reasonable that the bargaining unit should have some history with a new representative before a commitment is made regarding the imposition of a fair share fee.

**Recommendation**

Maintain current language.

**ISSUE 4      ARTICLE 4 PROCEDURES FOR CONDUCTING  
NEGOTIATIONS**

**Employer's position**

The Employer argued for maintaining the current language.

**Union's position**

See, UPS.

**Discussion**

The only substantive change proposed by the Association, besides the change of date contained in Section B appears in the lead paragraph of this Article. In the lead paragraph the Association is proposing the removal of the restriction on the size of the negotiating team. The current limitation contained in this language is three. The size of the negotiation team does not seem out of proportion to the size of the bargaining unit. It is a representative factor of ten percent (10%), which does not appear to be an under-representation.

**Recommendation**

Maintain current language, except change dates in third line and fifth line of Section B from December 15 and January 1, to **November 15** and **December 15** respectively.

**ISSUE 5      Article      CLASSIFIED NEGOTIATIONS AGREEMENT**

**Employer's position**

The Employer seeks to maintain current language.

**Union's position**

See, UPS.

**Discussion**

The changes sought by the Union are simply clerical in nature, with the exception of the reference to duration contained in Section D. The change in Section D shall reflect the above Issue 1 recommendation.

**Recommendation**

See RECOMMENDATIONS APPENDIX, CLASSIFIED NEGOTIATION AGREEMENT.

**ISSUE 6      MANAGEMENT RIGHTS**

**Union's position**

SEE UPS.

**Employer's position**

The Employer proposes to maintain current language.

**Discussion**

The language being proposed by the Association is not unreasonable in light of the law and the tradition of collective bargaining in both the public and the private sector. The numbers or names of members in the bargaining unit are internal Union matters and are typically not shared with an employer. Comparable data from Wayne County, supplied by the Union, support this contention (AX 3). Furthermore, the Employer is prohibited from being involved in the business of the Union under the provisions of ORC 4117.

**Recommendation**

The proposition of the Union is recommended, see RECOMMENDATION APPENDIX, MANAGEMENT RIGHTS.

**ISSUE 7      Article      ASSOCIATION RIGHTS**

**Employer's position**

The Employer argues to maintain current language.

**Union's position**

See, UPS.

**Discussion**

The proposal of the Association calls for both parties to share in the cost of printing the Agreement. It also specifies the number of copies to be printed and the provision that all new bargaining unit members receive a copy. I find this proposal to be typical of many arrangements between labor and management. According to Association Exhibit 4, it is a common practice among comparable school districts in Wayne County. The Agreement is a joint product of the parties and it is reasonable that the costs are shared.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, ASSOCIATION RIGHTS.

**ISSUE 8      INDIVIDUAL RIGHTS**

**Employer's position**

TA 1/6/00

**Union's position**

TA 1/6/00

**Recommendation**

Recommend TA 1/6/00

## **ISSUE 9      STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR**

### **Union's position**

SEE UPS.

### **Employer's position**

The Employer argued to maintain current language.

### **Discussion**

The language proposed by the Association introduces the words "just cause" to the paragraph on discipline. The Employer was unable to provide any data or testimony on this issue, due to the content of its Position Statement. The Association presented data demonstrating that at least three districts in Wayne County specify a just cause standard (AX 5). Just cause, is a well accepted principle in discipline that is often assumed to exist in the assessment of due process, even when it is not specifically stated (See "Basic Patterns In Union Contracts, [BNA Books, 1979]. Most arbitrators use a "common law" set of guidelines in assessing discipline that represents a just cause standard common in labor relations settings (See, "Collective Bargaining and Labor Arbitration", [Bobbs-Merill, 1970]).

The Association's proposal also allows for a suspension to be given with pay as well as without pay. However, the Employer retains the right to determine which is most appropriate. It is important that the Employer retain sole discretion to exercise this

option. If an employer has the flexibility to remove an employee from the employment with or without pay, the employer has the ability to immediately remove an employee from the employment setting, pending a finding of guilt. This fact-finder has observed employers using the technique of suspension with pay in cases of alleged sexual harassment, or alleged work place violence, where it was critical for purposes of safety to remove the accused from the employment setting prior to the completion of an investigation. The addition of representatives at a disciplinary conference is very typical in the public sector in Ohio.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR.

**ISSUE 10 SECTION 5001 CLASSIFIED PERSONNEL**

**Union's position**

See, UPS.

**Employer's position**

See, EPS.

**Discussion**

The Employer's position on this issue is that it should be rejected by the Fact-finder, unless the Fact-finder rules in the Board's favor on all the remaining issues. Originally this issue was agreed to in the package proposal considered by the parties, but never agreed to prior to fact-finding. The Association contends that its proposal represents a clean up of language. I view this language as nothing more than a reference to Section 2 Recognition, a section that is under the jurisdiction of SERB, as previously stated. The 30 hour definition of full-time proposed by the Union is current language.

**Recommendation**

See, RECOMMENATIONS APPENDIX, SECTION 5000 CLASSIFIED PERSONNEL.

**ISSUE 11 5002 EMPLOYMENT AND CONTRACTS**

**Employer's position**

The Employer proposes to maintain current language.

**Union's position**

See, UPS.

**Discussion**

This proposal represents current language.

**Recommendation**

Maintain current language.

**ISSUE 12    5003 PAYROLL PROCEDURES**

**Union's position**

See, UPS

**Employer's position**

The Employer had no comment.

**Discussion**

The proposal of the Union appears to be a no cost item for the Board.

**Recommendation**

Adopt Union's position, See, RECOMMENDATIONS APPENDIX, SECTION  
5003.

**ISSUE 13    5004 WORK DAY AND YEAR**

**Union's position**

See, UPS.

**Employer's position**

The Employer had no comment.

**Discussion**

The Union's position represents the maintenance of current language.

**Recommendation**

Maintain current language.

**ISSUE 14    5005    CLASSIFIED CHANGES**

**Union's positions**

See, UPS.

**Employer's position**

The Employer made no comment.

**Discussion**

The position of the Union appears to be one of clarification of the intent of the current language.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, SECTION 5005.

**ISSUE 15 5006 NOTICE OF ANNUAL SALARY**

**Employer's position**

The Employer had no comment.

**Union's position**

See, UPS.

**Discussion**

This proposal represents the continuation of current language.

**Recommendation**

Maintain current language.

**ISSUE 16 5007 TRANSPORTATION OF EMPLOYEES**

**Union's position**

SEE UPS.

**Employer's position**

The Employer had no comment.

**Discussion**

The proposal maintains current language.

**Recommendation**

Maintain current language

**ISSUE 17    5008    CLASSIFIED SALARY SCHEDULE**

**Employer's position**

See, EPS.

**Union's position**

See ,UPS.

**Discussion**

In 5008 1. The Union is asking that there be parity between the bargaining units with regard to the amount of extended sick leave an employee may accumulate. The Union is asking for internal parity. It is not uncommon for public employers to maintain parity between bargaining units on issues that are common to both. In 5008 Group Hospitalization the Union is asking for parity with all District employees regarding the payment of health insurance premiums. The evidence indicates that the Superintendent has 100% paid health insurance and the addition of the Union's language would in

essence give all bargaining unit employees 100% paid health insurance. Association Exhibit 7 outlines benefits for superintendents in other school districts in Wayne County. What this data reveals is that it is not unusual for a school district to pay 100% of a superintendent's health insurance premium as part of his/her compensation package. However, the position of superintendent is not comparable with any other position in a school district in terms of responsibility or hours. It is not a valid internal comparable.

Currently the employees pay 20% of the premium costs and the Board pays 80%. Association Exhibit 6 reveals a very mixed practice in what bargaining unit employees in other school districts pay in terms of health insurance. This data reveals the bargaining unit's 20% payment places them, along with Dalton, at the bottom of the school districts listed in terms of payment for family health coverage. The average of the eight comparable districts presented by the Union is 90.5% for family coverage. Six out of the eight districts listed are at 90% or above in terms of the Employer's contribution toward healthcare costs. The Union makes a compelling case for movement in the direction of other comparable school districts. However, "Rome wasn't built in a day." Improvements in this critical and costly area for employees and employers alike should be incremental in order to be affordable for the District.

The Union is asking for an increase in the amount of life insurance from \$25, 000 to 30,000. Association Exhibit 8 reveals that with the single exception of Dalton, other school districts in Wayne County provide employee life insurance in excess of \$30,000.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, 5008 GROUP HEALTH INSURANCE

**ISSUE 18 EXPLANATION OF SALARY INDEX**

**Employer's position**

SEE EPS.

**Union's position**

SEE UPS.

**Discussion**

In Section 4 the Union is asking for the lifting of a restriction on movement through the steps in the salary schedule when the employee changes classifications. It is typical in the public sector in Ohio for an employee to have their "step indicator" placed back to 0 when an employee gets promoted (the typical reason is a change in classification). In essence this is the process contained in the language of the Agreement.

In Section 5 the Association is proposing a stipend of \$350, with the amount being prorated for maintenance and custodian personnel after the first of the year. There is an adjoining request for the elimination of a .50 per hour stipend for shift leaders. The change being sought in Section 7 broadens the definition of hours that are eligible to be counted for overtime eligibility. While vacation hours and holiday hours commonly

appear in these calculations in the public sector, hours of sick leave, if they are included, are subject to the approval of the employer.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, EXPLANATION OF SALARY INDEX.

**ISSUE 19 EQUAL EMPLOYMENT OPPORTUNITIES**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00.

**ISSUE 20, 21 CLASSIFIED SALARY INDEX**

**Union's position**

See ,UPS.

### **Employer's position**

See, EPS.

### **Discussion**

The Union is asking for its share of SERS to be paid if any other district employees receive such pick-up by the District. The Superintendent's share of STRS is picked-up. However, as already stated, no other position in a school district can be compared to the Superintendent. His level of responsibility and burden of decision-making far exceeds the average employee and a different compensation arrangement for the top executive of an organization is typical in both the public and private sectors.

The Union is asking for two 4% increases over the life of the Agreement. The Employer is proposing a 2.25% increase. The Employer argues that its offer is tantamount to a 4.89%, when step increases are factored into the equation. In support of its position the Board provided evidence (BX 1-3). The Board provided a poignant comparison of the power of the District's salary schedule (at the top) with that of the Wooster City School District (BX 4, 5). The Board also provided evidence to demonstrate how its top salary, in various bargaining unit classifications, is above the top salary of other classified employees in Wayne County school districts.

The Association's evidence focuses on the wages of bargaining unit employees over the length of their career with the District. It argues that bargaining unit employees make considerably less in the first 15 to 20 years than their counterparts in other Wayne County School Districts (AX 26-28). The Association argues that the District's salary schedule is not competitive with other school districts during these years. Based upon the

Union's data, the differences in salary are particularly acute at the 5 and 10 year levels for all classifications and in particular Custodians and Secretaries (AX 27). It is also noted however, that the average tenure of the bargaining unit is 16 years (BX 9). Nineteen out of the twenty-seven employees listed in Board Exhibit 9 have fifteen or more years of experience. These employees are or will soon be advantaged by the top-end skew (favoring more senior employees) in the District's salary schedule. In the future there appears to be a need for the parties to revisit, in negotiations, the relative-equity of the salary schedule.

It is clear however, that what the District is offering in salary, 2.25% each year, is below the increases given by other districts in Wayne County (AX 19). If the District were in financial straits such a substantial increase could be justified. However, the presentations by both parties did not reveal that the District is in such a financial condition to warrant non competitive salary increases. For the 99/00 school year the four reported school districts were increasing salaries by at least 3.5% with some as high as 4%. A wage increase of in the low 3% range or slightly higher has been the norm for several years in the public sector in Ohio. SERB data for Region 4, North Central, provides a helpful benchmark. For 1999 the average increase for school districts in this region was 3.07%. So far in 2000, with half the districts reporting, the average increase in Region 4 school districts is 2.98%.

Current warnings of inflationary pressures and record gasoline prices may be evidence of higher inflation; however, it may be premature to predict any dramatic change from the past several years of prosperity. Nevertheless, it is reasonable to expect wage settlements that keep bargaining units and Employers in the same relative position (with

respect to other comparable school districts) over the years. In other words, if the bargaining unit employees on balance are paid less than other comparable districts at the bottom of the salary schedule, but do better at the top of the schedule, it is reasonable to maintain these difference by providing for competitive wage increases. A wage settlement that was substantially less than other Wayne County School Districts would erode any advantage the bargaining unit has at the top of the salary schedule.

The presentation of financial data for both sides did not convince this Fact-finder that the District could not afford a reasonable and competitive increase in wages. However, the Employer's argument regarding the strength of the salary schedule coupled with the current longevity of the bargaining unit justifies an increase near but less than that negotiated by other school districts in north central Ohio.

### **Recommendation**

Based upon the current salary index, wages shall increase as follows:

Effective July 1, 1999 (retroactive) 3.0%

Effective July 1, 2000 2.75%

### **ISSUE 22 5009 OVERTIME**

#### **Employer's position**

The Employer argues to maintain current language.

**Union's position**

SEE UPS.

**Discussion**

In the changes being sought by the Union the emphasis appears to be on a minimum call-in payment of 2 hours and a change in the definition of hours that qualify an employee for overtime. While it is not unusual for hours of vacation, personal leave, or days out of an employee's control (e.g. calamity days) to be counted as hours worked, sick leave in the experience of this Fact-finder is less often included in that equation without qualification.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, 5009 OVERTIME.

**ISSUE 23    5010   PAID HOLIDAYS**

**Union's position**

SEE UPS

**Employer's position**

Maintain current language.

### **Discussion**

The rate of compensatory time being proposed by the Association, 2 1/2 times one's rate of pay, is common for this situation. In many situations an employee receives time and one-half for working holidays and sometimes receives another day off. Working on a holiday usually comes at a premium and employees receive extra compensation for such days. Of course, premium rates for working overtime are normally bargained over time in an incremental fashion.

### **Recommendation**

See, RECOMMENDATIONS APPENDIX, 5010 PAID HOLIDAYS.

## **ISSUE 24    5011    VACATION TIME**

### **Union's position**

See, UPS.

### **Employer's position**

See, EPS.

### **Discussion**

Both parties demonstrated some flexibility in changing the definition of the number of annual work days needed for an eleven month employee to be eligible for vacation. At one time during bargaining the Board was willing to consider 229 days. At

**Union's position**

See, UPS.

**Discussion**

The change being requested by the Union is to provide employees with two weeks advance notice of a layoff. This proposal is supported by the common practice of public employers to give employees a reasonable notice of layoff to get their affairs in order and possibly take advantage of outplacement benefits offered by an employer. In some private sector situations employers of a certain size must give employees sixty days notice of layoff.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, 5012 REDUCTION IN FORCE.

**ISSUE 26    5013    LEAVES**

**Employer's position**

Maintain current language.

**Union's position**

SEE UPS.

### **Discussion**

The central focus of this issue is personal or non-restrictive administrative leave. The first change being sought by the Union is to redefine the arrival time of an employee in terms of what constitutes one quarter of a day. This change is simply based upon the schedule worked. In section b of its proposal the Union is requesting that unused personal leave be converted to sick leave at the end of the school year. This provision would replace the current \$250 incentive bonus. This change appears to be administratively manageable.

### **Recommendation**

See, RECOMMENDATIONS APPENDIX, 5013 LEAVES.

Maintain current language

## **ISSUE 27 LEAVE WITHOUT PAY**

### **Employer's position**

TA 1/6/00

### **Union's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 28      PROFESSIONAL LEAVE**

**Employer's position**

TA 1/6/00

**Union's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 29      ASSOCIATION LEAVE**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 30    ASSAULT LEAVE**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 31    SICK LEAVE**

**Employer's position**

TA 1/6/00

**Union's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 32    MEDICAL LEAVE**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 33    PARENTAL LEAVE**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 34 5014 JURY DUTY**

**Union's positions**

See UPS.

**Employer's position**

The Employer stated it did not object to this proposal.

**Discussion**

There is no difference of opinion between the parties on the language change being proposed. Therefore, there is no further need for analysis.

**Recommendation**

**The following language is added to the current language contained in Article 5014: First paragraph of this Section shall be current language. The new second paragraph shall read as follows:**

*"Employees who are subpoenaed to appear in court as a witness because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board. Leave will not be deducted from any other type of leave."*

See, RECOMMENDATIONS APPENDIX, 5014 JURY DUTY.

**ISSUE 35    5015   EPIDEMICS, “SNOW DAYS”, OR PUBLIC CALAMITY**

**Employer’s position**

TA 1/6/00

**Union’s position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 36    5016   RETIREMENT**

**Employer’s position**

The Employer had no disagreement on the inclusion of this language.

**Union’s position**

SEE UPS.

**Discussion**

The parties agree to add this language to the current language in the Agreement.

**Recommendation**

See, RECOMMENDATIONS APPENDIX, 5016 RETIREMENT.

**ISSUE 37    5017    WORKER'S COMPENSATION**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 38    5018    GRIEVANCE PROCEDURE**

**Employer's position**

See, EPS. The Employer argued that it did not agree with the inclusion of the last paragraph contained in the Union's proposal. This paragraph calls for release time to be given to representatives to attend hearings in connection with the processing of grievances. In the Employer's position statement it stated that it could accept the Union's proposal if the Union fully accepted its final package proposal. However, at the fact-

finding hearing the Employer stated that it had a major disagreement with inclusion of the last paragraph proposed by the Association.

**Union's position**

SEE UPS.

**Discussion**

The changes being proposed by the Association are for the most part clarifications in language (e.g. days being defined, administrators being identified in the procedure, etc.). I find these changes to be more clerical than substantive in nature. The Employer indicated that it did not have a problem with these changes, except for the addition of the last paragraph dealing with representative release time. A significant portion of the changes were Board proposed (Board proposed removing BOE from procedure). Release time is a very esoteric concept and is highly dependent upon the unique nature of an employer's operation. The concept of release time to process grievances is not uncommon, but it is one that is best left to the privacy of negotiations between the parties.

**Recommendation**

SEE RECOMMENDATIONS APPENDIX, ISSUE 38.

**ISSUE 39    5019    MISCELLANIOUS ITEMS**

**Employer's position**

TA 1/6/00

**Union's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 40    5020    UNIFORM PROTECTIVE CLOTHING**

**Union's position**

TA 1/6/00

**Employer's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 41    TB TESTS**

**Union's position**

SEE UPS.

**Employer's position**

The Employer stated this proposal was acceptable.

**Discussion**

The Employer and the Union do not disagree on this change.

**Recommendation**

SEE RECOMMENDATION APPENDIX, ISSUE 41

**ISSUE 42    5022    CLASSIFIED VOLUNTARY PROFESSIONAL GROWTH  
PROGRAM**

**Employer's position**

The Employer accepts the Union's proposal

**Union's position**

See, UPS.

**Dicussion**

There is no disagreement by the parties over the Union's proposed changes. The changes came as a result of proposals from both parties.

**Recommendation**

SEE RECOMMENDATION APPENDIX, ISSUE 42.

**ISSUE 43    5023    COMMERICAL DRIVER'S LICENSE CDL EXPENSE  
REIMBURSEMENT**

**Employer's position**

TA 1/6/00

**Union's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**ISSUE 44    5024    PERSONAL PHONE CALLS**

**Employer's position**

TA 1/6/00, UNION WITHDRAWS

**Union's position**

TA 1/6/00; UNION WITHDRAWS

**ISSUE 45 IMPLEMENTATION AND AMENDMENTS**

**Employer's position**

TA 1/6/00

**Union's position**

TA 1/6/00

**Recommendation**

TA 1/6/00

**TENTATIVE AGREEMENTS**

All other issues tentatively agreed to prior to and during the fact-finding process are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 22nd day of February 2000 in Summit County, Ohio.



Robert G. Stein, Fact-finder

# **RECOMMENDATIONS APPENDIX**

## CLASSIFIED NEGOTIATION AGREEMENT 1999

### A. AGREEMENT BINDING CLAUSE

This contract contains the full and complete agreement between the Board and the ~~Wayne County Joint Vocational School Educational Association, Inc.~~, on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

### B. SAVINGS CLAUSE

If the State Legislature, Federal Congress, or court of competent jurisdiction makes a part of this agreement void, the remainder shall be in force until the expiration date.

### C. REDUCTION OF SALARIES CLAUSE

If it is determined by the ~~Wayne County Joint Vocational School~~ District's Treasurer that the financial resources of the district are inadequate to fund the agreed negotiated package, a uniform reduction in salaries and/or fringe benefits may take place for all employees as per the Ohio Revised Code.

### D. DURATION OF AGREEMENT CLAUSE

Except as otherwise provided herein, this agreement shall be effective July 1, 1999, and shall remain in effect until June 30, 2001, at which time it shall expire. In the event that the Board and the ~~WCJVSEA, Inc.~~ *Association* fail to secure a successor agreement prior to the expiration day of this agreement, the parties may mutually agree in writing to extend this agreement for any period of time.

## **RESPONSIBILITIES AND DUTIES**

A. Members of the bargaining unit shall perform all duties described in their contract and perform those duties and responsibilities in a professional manner.

B. Each member of the bargaining unit, administration and Board shall perform and uphold the duties and responsibilities set forth in the negotiated agreement.

## **MANAGEMENT RIGHTS**

The Board, through its representatives, has the right: to determine matters of inherent managerial policy, such as programs, standards of service, overall budget, utilization of technology and organizational structure; to direct, supervise, evaluate, and hire employees; to maintain efficiency and effectiveness, and determine methods and personnel for the conduct of operations; to suspend, discipline, demote, or discharge according to the negotiated agreement and/or state statute, or lay off, assign, schedule, promote or retain employees; to determine the adequacy of the work force; to determine the overall mission of the employer; to effectively manage the work force; and to carry out the mission of the Wayne County JVSD as determined by the Board ***subject to the terms of this Master Agreement.***

## **ASSOCIATION RIGHTS**

Salary payment and deductions per Policy Section 4019 which shall be included *herein*.

Membership shall not be a condition of employment or continued employment.

Have the use of school mailboxes without cost to the Association.

Association announcements may be made at regularly scheduled staff meetings at the conclusion of the Administrative agenda or on the public address system after school is dismissed.

Faculty/Staff shall have exclusive use of the faculty work and break room designated for that purpose by the Administration.

Have the right to use the bulletin board in the faculty workroom, but not exclusively, for the purpose of posting Association information.

Typing and duplicating equipment may be used if materials and supplies are provided by the Association and use does not conflict with school operations.

***The Board and Association shall equally share in the cost of printing of the Master Agreement in sufficient numbers and in 4x5.5" size for all the members of the Association, administration and the Board plus 15 additional copies each for the Board and Association. As new employees are hired, the Board shall provide such persons upon employment a copy of the applicable Master Agreement.***

## **STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR**

In the event of an infraction by an employee of the District's rules as outlined in this document, the Board Policy Book, or Resource Manual, to include unprofessional behavior, it shall be the practice of the Board of Education to apply this Agreement, statutes of the state, and the regulations of the district with equal consideration to each employee. Unprofessional behavior includes but is not limited to failure to appropriately utilize complaint and grievance procedure for the purpose of resolving a dissatisfaction, disagreement, or alleged violation of the contract, as well as any and all acts of insubordination. Unprofessional behavior is subject to disciplinary action as outlined in this agreement.

Disciplinary action shall consist of five (5) progressive steps *and shall only be for just cause*. It is understood that some acts or the severity of the act may itself warrant a second written warning, suspension, or discharge. In those cases, progressive discipline will not be followed

- First Step:               Written Warning placed in personnel file
- Second Step:            Second Written Warning placed in personnel file
- Third Step:             Suspension of up to 3 work days *WITH OR* without pay
- Fourth Step:            Suspension of up to 10 work days *WITH OR* without pay
- Fifth Step:             Discharge

Discipline at any of the first three steps will be removed from the employee's record 2 years after being imposed. Discipline at the fourth step shall be removed 3 years after being imposed.

The following provisions apply beginning with the *First Step: All employees will be given one school day advanced written notice of such meeting*. All employees shall have the right to *representation of his/her choice* at any conference with the Administration. The Administration may, likewise, have (an) Administrative representative(s) present. All parties shall have the right to have an equal number of representatives present, as a witness, at any conference with the administration.

## SECTION 5000 CLASSIFIED PERSONNEL

### 5001 *DEFINITION OF CLASSIFIED EMPLOYEES*

The term "classified employee" refers to all employees of the Wayne County Joint Vocational School Board of Education who are not required to be certified by the State Department of Education. ***INCLUDED AND EXCLUDED POSITIONS ARE LISTED UNDER SECTION II - "RECOGNITION".***

Full-time employees work 30 hours or more per week on a regular basis for the school year and are therefore entitled to fringe benefits.

The annual salary of each employee is set up on the basis of twenty-six pay periods per year, which fall every other Friday. When a payroll falls on a holiday, the pay will be made no earlier than one day prior to the normal payday. It must be realized that by paying every other Friday, or 26 times per year, that we are accounting for only 364 days per year. Therefore, approximately once every 7 years, it is necessary to adjust the payroll by allowing 3 weeks between one of the payrolls.

#### Deductions from pay

Deductions of pay are made for authorized absence, withholding tax, hospitalization, employee's share of retirement contribution, *tax deferred payroll deduction to S.E.R.S. for the purchase of allowable service credit*, city tax, and other deductions approved by the Board of Education. *In addition a payroll deduction will be made available per the provisions of H.B. 15, purchased of certain refunded credit, if and when those provisions are approved by the general assembly and become law.*

5005

**CLASSIFICATION CHANGES**

When moved to a new class, the salary can be no less than the present salary. but placement on an improved scale will be at an experience level providing no more than two additional salary steps *above the employee's current rate*, in the new class.

**CLASSIFIED SALARY SCHEDULE**

The following items are contained in the compensation plan for classified personnel. These items are as follows:

1. Extended accumulative sick leave *equal to the maximum amount allowed for the certified staff.*
2. Expanded Insurance Program. Classified full-time employees of the Wayne County Schools Career Center are eligible to participate in a Board supported insurance program. The program includes hospitalization, major medical, dental, prescription drug, vision, and group life. The Board of Education will assist those who are eligible and choose to participate by amounts adopted by the Board of Education as applicable to the certificated staff.

**Insurance Benefits**

Insurance benefits are available only to classified personnel who are members of the bargaining unit based upon meeting the eligibility requirements for full-time classified employees. No employees currently eligible for insurance benefits shall be excluded due to this provision.

***Payment in Lieu of Coverage***

During the term of this agreement, members of the bargaining unit who were enrolled in prescription drug, dental, and vision insurance plans as of September 24, 1992, may elect the following annual cash payments in lieu of coverage:

Single:

Vision	-	\$40.00 Annual Cash Payment
Dental	-	\$180.00 Annual Cash Payment
Prescription Drug	-	\$156.00 Annual Cash Payment

## Family:

Vision	-	\$66.00 Annual Cash Payment
Dental	-	\$180.00 Annual Cash Payment

Prescription Drug - \$420.00 Annual Cash Payment

\*\*Husband/wife teams who wish to participate in this provision of the agreement must both drop their coverage in the area(s) (i.e., Vision, Dental, Prescription Drug) for which they are electing a cash payment.

### ***Eye Care***

With the exceptions noted above, a vision plan equal to vision Plan C offered by J.W. Didion will be provided to each member of the bargaining unit. A member choosing dependent coverage will pay \$2.00 per month towards the plan. The vision plan will go into effect as soon as possible following acceptance of the negotiated agreement.

### ***Dental Plan***

With the exceptions noted above, same as present - plan 16-x or equivalent - 100% Board paid. Unmarried children from birth to age 23 who live with bargaining unit members in a parent-child relationship or to age 25 for those who are full time students are covered

### ***Group Hospitalization Plan***

With the exceptions noted above, the Board will pay 80% of the premium and the member will pay 20% of the premium **(Effective 7/1/2000, the Board will pay 82% of the premium)** for each month of the contract for the BC/BS Major Medical Package or Equivalent. A member has the option to select Super Blue Select or Equivalent by paying the difference in the cost of the plan versus the cost to the Board of the regular hospitalization package. A Section 125 Plan will be offered at no cost to bargaining unit members to shelter their portion of the premium payment subject to applicable tax laws.

### ***Prescription Drugs***

With the exception noted above, the Board will pay 100% of the premium for prescription drugs. Members of the bargaining unit will pay an \$10.00 deductible for non-generic drugs, and a \$2.00 deductible for generic drugs at the time of purchase. Mail order prescriptions will be available according to the provisions of the plan at zero deductible.

### ***Liability Insurance***

100% Board paid

### ***Life Insurance***

Term Life Package - \$30,000 per member

- 100% at age 65

- 65% at age 70
- 50% at age 75

***Flexible benefit plan***

1. On or before the last day of April of each school year, representatives from the Association or Board may submit a proposal to recommend changes in our employees insurance benefit plans. Any changes made will not increase the cost to the board or to the association unless agreed upon by both parties.
2. Sheltering of Retirement. All classified personnel will have their retirement sheltered by the Board.

## EXPLANATION OF SALARY INDEX

1. For the purposes of calculating salary, a salary index will be used. In each classification the following increments apply:

- From Step 0 to Step 5 - an additional .025 each Step
- From Step 6 to Step 15 - an additional .035 each Step
- From Step 16 to Step 30 - an additional .045 each Step

2. No current employee's present classification will be reduced.

3. Members of the Bargaining Unit are classified as follows for the purpose of hiring:

- Class III Cooks, Custodians, Secretaries I
- Class IV Maintenance/Custodian
- Class V Maintenance, Study Hall Monitor, Attendance Officer,
- Class VI Central Supply Manager, Time-Out Room Specialist, Student Activities Liaison Coordinator

4. Each year of service/employment will automatically move said employee to next higher step on the grid unless an employee is given a classification change. ~~If given a classification change said employee will remain at the same step in the salary schedule as prior to the change in classification.~~

5. All maintenance and custodial personnel who are regularly assigned to work either first, second, or third shift will be paid, *in addition to their hourly rate*, \$350.00 per year as part of their regular salary for their assignment to any shift as determined by their immediate supervisor. *Maintenance and custodian personnel hired after the start of the year will get a prorated amount equal to one twelfth of the \$350.00 for each month they are employed during the first year.*

6. Hourly rates may be converted to annual salaries by the salary grid. The annual salary amount will reflect the actual number of days and hours to be worked during the school year.

7. Employees may not be assigned more than forty (40) hours per week in any seven (7) day period at the listed rate of pay. ~~Any hours over (forty) 40 per week including, approved sick leave, vacation days, calamity days or holidays or over (eight) 8 hours per shift will be overtime pay.~~

8 12:01 a.m. Monday through 12:00 p.m. Friday shall be the workweek.

9. All salaried employees are expected to work a forty (40) hour week unless specified otherwise on their contract.

10. All bargaining unit positions as well as the classified positions within the Office of the Superintendent, Office of the Principal, and the Office of the Treasurer will be posted on the Association board and notices put in with pay checks 10 work days prior to hiring. Current employees will have equal opportunity at new openings if qualified.

Equal opportunity is defined to mean that current employees whose qualifications are equal to those of outside applicants will be given preference in hiring.

Transfer from one position to another shall be made for any purpose which, in the judgment of the Superintendent, is for the welfare of the school or the employee. Any member who is to be transferred shall be granted the courtesy of a conference with the Superintendent before the transfer is made. Any member who is to be transferred may request that a member of the Association attend the above reference conference with the affected employee and Superintendent. A request for transfer of a classified employee may be made by the employee, or the employee's immediate supervisor, and must be submitted in writing to the Assistant to the Superintendent not later than March 1. No transfer shall be regarded as a demotion, nor shall there be a reduction in pay. The final decision on any transfer shall be made by the Superintendent.

All staff will be provided an up to date job description for the area of their responsibility. From the date of this agreement forward, a date stamped (within 48 hours of modification) copy of an updated job description will be provided to the employee as well as the President of the Association.

*It is the responsibility of each supervisor to provide an undated job description containing only duties performed on a routine and regular basis to each employee. The job description will be reviewed with the employee by the supervisor at least once a year during the employee's evaluation process.*

## 5009 OVERTIME

The regular work hours of the week are those set up in the job description for each classification and each department, as specified by the Board of Education. *Overtime is defined as any work time assigned beyond the employee's regular work hours. Overtime which extends a classified employee's regular work day will be assigned in 30 minute minimum time segments. A minimum of two hours overtime will be paid to classified employees when called at home to report to work to provide overtime service which is not consecutive with regular work hours. Holidays, calamity days, and hours spent on approved sick leave and personal leave shall count as hours worked for the purpose of determining eligibility for overtime.*

Any overtime assigned bargaining unit members shall be at the discretion of and with the approval of the Superintendent, and assigned directly by the employee's evaluating supervisor.

Any overtime assigned bargaining unit members is job specific and shall be assigned based upon job descriptions within departments. For example, maintenance work shall not be assigned to custodial personnel or vice-versa, nor shall secretarial work be assigned to any bargaining unit member not performing the functions of a secretary.

Maintenance Employees: in determining who shall be called first, the evaluating supervisor shall determine which maintenance bargaining unit member(s) has/have the requisite skills to complete the overtime assignment. If, in the judgment of the evaluating supervisor, skills are equal, highest seniority will be used to determine who shall be called, and the employee with the longest record of service within the district shall receive first call. Should that employee refuse the assignment, seniority shall be used to determine next in line.

Maintenance bargaining unit employees who refuse an overtime assignment will not be called again until all other maintenance bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit maintenance employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of maintenance overtime will be kept in the Office of the Treasurer, and will be available to maintenance bargaining unit members within one working day following their request. (Note: cleanup following a normal maintenance function which has been performed on overtime shall not require calling a custodial employee to accomplish.)

Cooks, Custodial, *Maintenance/Custodial Employees*: in determining who shall be called first, the evaluating supervisor shall determine which *cook, custodial or maintenance/custodial* bargaining unit member(s) has/have the requisite skills/seniority to complete the overtime assignment.

f. in the judgment of the evaluating supervisor, skills are equal, seniority will be used to determine who shall be called, and the employee with the longest record of service within the district shall receive first call. Should that employee refuse the assignment, seniority shall be used to determine next in line.

Custodial, *maintenance/custodial* bargaining unit employees who refuse an overtime assignment will not be called again until all other custodial bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit custodial employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of custodial overtime will be kept in the Office of the Treasurer, and will be available to custodial bargaining unit members within one working day following their request.

Secretarial Employees: in determining who shall be called first, the evaluating supervisor shall determine which secretarial bargaining unit member(s) has/have the requisite skills seniority to complete the overtime assignment.

If, in the judgment of the evaluating supervisor, skills are equal, seniority will be used to determine who shall be called, and the employee with the longest record of service within the district shall receive the first call. Should that employee refuse the assignment, seniority shall be used to determine next in line.

Secretarial, Central Supply Manager, Time Out Room Specialist, Attendance Officer, Study Hall Monitor, and Student Activities Liaison bargaining unit employees who refuse an overtime assignment will not be called again until all other secretarial bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit secretarial employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of secretarial overtime will be kept in the Office of the Treasurer, and will be available to secretarial bargaining unit members within one working day following their request.

To be recognized, all overtime must be reported on a completed "TIME SHEET", signed by their immediate Supervisor, and sent to the Office of the Treasurer of the Wayne County Schools Career Center.

Overtime shall be paid at not less than 1 and 1/2 times the employee's regular rate of pay. *Holidays, calamity days, and hours spent on approved sick leave and personal leave shall count as hours worked for the purpose of determine eligibility for overtime.* When possible, time off shall be granted at 1 and 1/2 times (ninety minutes or fraction, thereof) for each overtime hour worked and shall be granted within three months of the date of the overtime, on approval in writing by the immediate supervisor authorizing the overtime. Otherwise, such work shall be paid at not less than 1 and 1/2 times the employee's regular rate of pay. The employee may, with the approval of their immediate supervisor, elect time off instead of overtime pay.

## 5010 PAID HOLIDAYS

Section 3319.087 Notwithstanding Section 3319.086 of the Revised Code, all members of the bargaining unit, whether salaried or compensated on an hourly or per diem basis, are entitled to *a minimum of seven and a maximum of eleven* of the following holidays for which they shall be paid their regular salary or their rate of pay provided such holidays fall during the normal work week of the employee: New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day. When any of such employees is required by their immediate superior to work on any of the paid holidays, they shall ~~be granted compensatory time off for which they shall be paid their regular salary or at their regular rate of pay at 2 ½ time the time worked or paid overtime at a rate of 2 ½ times their normal rate.~~

*By September 1 of each contract year, members of the bargaining unit will notify the Treasurer's Office of which three of the following four holidays they will take: President's Day, Good Friday, the day after Thanksgiving, or New Year's Eve Day. It will be the employee's responsibility to notify the Treasurer's Office.*

Members of the bargaining unit are paid for the above holidays when they fall in their regular assignment.

When a holiday falls on Saturday, the preceding Friday will be a paid holiday. When a holiday falls on Sunday, the following Monday will be a paid holiday.

**5011 VACATION TIME**

**Vacation for: • , Eleven (11), and Twelve (12) Month Employees**

**The entitlement of non-teaching employees to paid vacation will be governed by the following:**

**To be considered eligible for vacation, an employee's contract days, as indicated on the salary notification form (excluding school vacations, holidays, and other interruptions of the work schedule), will be as follows:**

**11 month employee—228 – 239 days**

**12 month employee 240 – 260 days**

**All bargaining unit member that are eleven (11) and twelve (12) month employees are entitled to full vacation benefits.**

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The anniversary date of employment in a full-time position requiring a work assignment of eleven or more months per year shall be the annual date for determining the length of vacation.

After service of one year in a full-time position of eleven months or more with the Wayne County Schools Career Center Board of Education, each full-time classified employee, will be credited with ten days of vacation. Thereafter, the employee accrues vacation at a rate of .83 days per month until the eighth year of employment.

At the beginning of the eighth year of employment, employees are entitled to accrue vacation at 1.25 days per month; at the beginning of the eighteenth year of employment, employees are entitled to accrue vacation at 1.66 days per month. In the event a paid holiday falls within a vacation period, the holiday will not be charged against vacation.

All vacation time must be requested on the appropriate form and is subject to the final approval of the Superintendent. In order to avoid unnecessary substitute costs or the disruption of the normal business of the school, vacation should be taken when school is not in session. Exceptions to this provision may be made with the approval from the Superintendent. Normal vacation requests should be scheduled 30 days in advance and have the approval of the immediate Supervisor, Principal, and Superintendent. Exceptions to this provision may be made with the approval of the Superintendent.

Vacation time is from employee anniversary date to employee anniversary date. Vacation time cannot be accumulated from one year to the next. Exceptions to this general rule must be in writing from the Superintendent; however, in no case shall vacation be allowed to accumulate in excess of 20 days.

Upon separation from employment or reduction in length of contract to less than eleven months, a classified employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave.

In the case of the death of a classified employee, the lawfully accrued and unused vacation leave to the credit of such employee shall be paid to the surviving spouse or other dependent of his/her estate.

## 5012 REDUCTION IN FORCE

If the Board decides it is necessary to reduce the number of employees in a job classification, the following procedure will govern such layoff and reinstatement:

- A. The number of people affected by reduction in force shall be kept to a minimum, as much as possible, by attrition.
- B. Whenever employees are laid off, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular classification computed from the date of hire or appointment to the employee's present classification. Authorized leaves of absences do not constitute an interruption in continuous service.
- C. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. Each employee to be laid off shall be given 2 weeks advance written notice stating the effective date of the intended layoff.
- D. Employees who have worked under contract in another classification and are subject to layoff, may displace the least senior employee in their former classification, providing the following conditions are met:
  - 1. The employee must have satisfactory experience in the former classification.
  - 2. The employee must have more years of experience in the former classification than the least senior employee currently in the former classification, or, the employee must have more total years of experience, when combining his/her current classification with his/her former classification(s), than the least senior employee who is currently working in the former classification.
  - 3. The employee must be willing to accept the pay scale of the former classification.
- E. The Superintendent shall prepare a reinstatement list in reverse of layoff. Reinstatement shall be offered from this list before any new employees are hired in the affected classification.

- F. Vacancies which occur in the classification of layoff shall be offered to or declined by the qualified employee standing the highest on the layoff list before the next person on the list may be considered. Employees shall have ten (10) calendar days from the date of mailing to respond. Notification of acceptance or refusal should be presented to the Superintendent, in writing; however, failure to respond at all shall be considered refusal of the position. It is the responsibility of the involved employee to advise the Board of an address where he/she can be reached. Any employee who declines reinstatement shall be removed from the reinstatement list and the Board shall have no further obligation to the employee. Notice of the Vacancy or reinstatement shall be by certified mail.
- G. The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on layoff shall not count as experience for seniority or salary purposes.
- H. All employees laid off shall be subject to the provisions of the Consolidate Omnibus Budget Reconciliation Act 1986 (COBRA).

## 5013 LEAVES

The provisions hereinafter set out pertaining to Leaves shall be subject to and interpreted in conjunction with the Family and Medical Leave Act of 1993 (P.L. 103-3)

Employees using partial days for leave will have days divided into quarter of a day according to the following schedule:

- Arrival on or before *10:00 a.m.* will equal one quarter of a day
- Arrival on or before *12:00 noon* will equal one half day
- Arrival on or before *2:00 p.m.* will equal three quarters of a day

Attendance by members of the bargaining unit is critical to supporting the Board adopted Philosophy and achieving the Board adopted Objectives of the Wayne County Joint Vocational School District.

*—Any unused personal leave at the end of any school year will be converted to sick leave at the rate of one day of administrative leave equals one day of sick leave.*

### A. *Personal Leave Days, Non-restricted*

#### Right To Leave --

Each member of the bargaining unit shall, upon appropriate notice to the Superintendent, be granted without loss of pay, a maximum of three (3) days of non-accumulative *Personal Leave Days* per school year. All *Personal Leave Days* are nonrestrictive.

#### Notice of Intent to Use Leave --

Notice of intent to use Administrative Personal Leave shall be provided by the member of the bargaining unit completing and delivering to his/her immediate Supervisor the prescribed form at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice of the intent to use *Personal Leave* shall be made to the immediate Supervisor as soon as possible. The Supervisor shall forward the notice to the Superintendent

#### RESTRICTIONS

*No more than six percent (6%) of the classified bargaining unit members may use personal leave on any given day on a first come, first served basis. An exception to the 6% provision would be if an employee is subpoenaed to appear in court as a witness in the line of public duty. No personal leave may be requested prior to the start of the employee's contract year for which it is being requested. No personal leave may be requested until the employee begins work on their new contract year.*

*All personal leave requests will be delivered by the person requesting leave to the Office of the Associate Superintendent to be date and time stamped prior to delivery to the appropriate supervisor.*

*Bargaining unit members who retire or resign prior to completing at least 120 work days will not be entitled to take all three administrative personal days.*

*Resigning prior to 60 work days equals zero administrative personal leave days.*

*Resigning after 60 work days, but less than 80 work days equals one administrative personal leave day.*

*Resigning after 80 work days, but less than 120 work days equals two administrative personal leave days.*

*Administrative personal leave and leave without pay procedures are a part of the total leave package.*

#### **5014 JURY DUTY**

Employees are encouraged to serve on jury duty as an act of public duty. The employee will be paid the difference between the employee's regular compensation and the remuneration received for the serve as a juror (Section 3313.311 R.C.). The Associate Superintendent and the appropriate Supervisor shall be notified promptly when a summons is received.

*Employees who are subpoenaed to appear in court as a witness because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board. Leave will not be deducted from any other type of leave.*

## **5016 RETIREMENT**

A retirement payment of 30 percent on the maximum accumulation of unused sick leave days will be awarded to an employee with ten **years** of service or more at the Wayne County Schools Career Center. The employee must provide proof of retirement before the payment is made.

*In addition to the foregoing, all bargaining unit members shall receive a lump sum of one hundred twenty-five dollars (\$125.00) per year of service at the Wayne County Joint Vocational School district upon retiring with the understanding that the bargaining unit member will retire when first eligible or not be entitled to the lump sum payment.*

### DEFINITIONS:

Retirement will be the guideline as used by SERS

## 5018 GRIEVANCE PROCEDURE

### DEFINITIONS

Complaint: dissatisfaction, or a disagreement involving a circumstance or condition. It may involve a member or a group of members.

Complainant: shall be an individual member of the bargaining unit acting on his or her own behalf or the Association acting on behalf of a member or group of members of the bargaining unit.

Grievance: is an alleged violation of, misinterpretation of, or misapplication of the terms of this contract.

Grievant: shall be an individual member of the bargaining unit or the Association acting on behalf of members of the bargaining unit.

Days: shall mean actual working days *for complaint or grievance*.

Rights of Complainant or Grievant: the lodging and resolving of grievances shall be the right of each member of the bargaining unit acting on his or her own behalf and the Association acting on the behalf of a member or members of the bargaining unit. However, the resolution of any complaint or grievance shall not be inconsistent with the terms of this contract.

### INFORMAL PROCEDURE

#### A. - Complaint, Formal

Within twenty working (20) days of the time the complainant knew of the alleged dissatisfaction or disagreement, complainant shall make a written request for a meeting with the appropriate Supervisor in an attempt to resolve the problem. The written request shall clearly state whether the complainant is an individual employee or the Association acting on behalf of a member or members of the bargaining unit.

The employee shall discuss the complaint with the appropriate immediate Supervisor who shall attempt to effect a solution. If the complainant is not satisfied with the solution, the complainant shall discuss the complaint with the Associate Superintendent, who shall attempt to effect a solution. If the complainant is not then satisfied with the solution, the complainant shall discuss the complaint with the Superintendent. The decision of the Superintendent is expected to be the completion of the complaint procedure.

If the complaint is not initiated within 20 working days from the time the complainant learned of the complaint, the complaint and any subsequent right to grievance regarding the alleged dissatisfaction or disagreement are expressly waived by the complainant as an individual and the Association acting on behalf of a member or group of members of the bargaining unit.

At all levels of processing the complaint, all parties are encouraged to act as rapidly as possible. The Complaint Procedure is expected to be completed within 20 working days.

If the complainant is dissatisfied with the outcome following the completion of complaint procedure, the complainant may initiate a grievance by submitting Form A in writing to the appropriate Area Supervisor. The initiation of this grievance must take place within 20 working days following the completion of complaint procedure, otherwise any right to grievance is expressly waived.

## FORMAL PROCEDURE

### B - Grievance, Formal

Step 1. Within five (5) *working* days of the receipt of the Grievance Report Form, Form A the immediate Supervisor shall meet with the grievant. The immediate Supervisor shall write a disposition of the grievance within five (5) *working* days after such meeting and return a copy to the grievant and the Superintendent

No records will be placed in any employee's file as a result of Step 1 of the procedure

Step 2. If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within five (5) *working* days of such disposition, submit Report Form and disposition to the ~~Associate~~ Superintendent who shall within five (5) *working* days meet with the grievant. Within *fifteen (15) working* days of this meeting, the ~~Associate~~ Superintendent shall write a disposition of the grievance and forward a copy to the grievant, the Association, and the immediate Supervisor.

~~Step 5.~~ Step 3. Arbitration.

1. If the grievant(s) is/are not satisfied with the written disposition of the grievance by the ~~Board~~ Superintendent or if no disposition has been made within *fifteen (15) working* days after the date of filing with the ~~Board~~, Superintendent whichever is later, the grievant(s) may be submitted to arbitration.
2. The Superintendent or his/her designee and the Association President or his/her designee will meet within five (5) *school working* days to attempt to mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, either party, individually or jointly, shall request a list of seven (7)

Grievance Report Form

(To be filed in triplicate)

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Aggrieved \_\_\_\_\_

Assignment \_\_\_\_\_

STEP ONE

(Submitted to Immediate Supervisor)

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance:

2. Relief Sought:

C. \_\_\_\_\_  
Signature of Aggrieved Date

D. Disposition by Supervisor:

\_\_\_\_\_  
Signature of Supervisor Date

STEP TWO

(Submitted to Associate Superintendent)

A. Position of aggrieved or Association:

---

Signature of Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

B. Disposition by Associate Superintendent:

---

Signature of Associate Superintendent \_\_\_\_\_ Date \_\_\_\_\_

STEP ~~FIVE~~ **THREE**

(Submitted to Arbitrator)

A. Position of aggrieved or Association:

---

Signature of Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

B. Disposition of the Arbitrator:

---

**5021 TB. TESTS**

All employees of the Wayne County Schools Career Center Board of Education shall avail themselves of an approved TB. Test. The results of the test shall be on file with the school nurse.

## **5022 CLASSIFIED VOLUNTARY PROFESSIONAL GROWTH PROGRAM**

AIM: To encourage the classified staff of the Wayne County Schools Career Center

To advance professionally above and beyond the minimum requirements for obtaining employment.

The program shall provide remuneration of ~~\$600~~ **\$800.00** after July 1, ~~1994~~ **1999** - this growth increment is permanently added to the individual's contract when qualifications set forth by the program are met.

A growth increment amount continues throughout the classified employee's employment and is in addition to the normal salary according to the salary schedule.

### **EVALUATION COMMITTEE:**

The committee shall be composed of:

1. The Superintendent or his appointed representative,
2. One (1) Supervisor elected by secret ballot by classified personnel for a three-year term,
3. Two (2) classified staff members elected by secret ballot by classified personnel for a three-year term.

The committee may invite consultation of a statistical or special nature when needed to evaluate research projects. It may also request the appearance of the applicant.

### **CLASSIFIED PERSONNEL REQUIREMENTS:**

Any person requesting remuneration through the Wayne County Schools Career Center Professional Growth Program must complete the required forms. It is the applicant's responsibility to initiate and complete all forms, submit substantiating evidence, and present them to the evaluation committee prior to December 31 if the work is to be counted for payment on the current school year.

### **CREDIT POINT:**

Fifteen (15) credit points shall be required for each increment. The first increment may be earned with no minimum time restriction. Subsequent growth periods require a minimum of four (4) consecutive years. All points must be earned while employed at the Wayne County Schools Career Center.

MEANS OF ACQUIRING CREDIT POINTS:

- I. Increasing of Knowledge of Skills (Maximum points – 10)
  - A. Workshops ~~45~~– 10 in-class clock hours equal one point.
  - B. Evening or Adult Courses ~~45~~– 10 in-class clock hours equal one point
  - C. College Courses 1 credit hour of college credit equals one point

All workshops, classes, or courses must be related to the staff member's occupation.

- II. Professional Organizational Activities (maximum points – 2)
  - A. Committee chairman ..... 1 point
  - B. Major committee member ..... 1/2 point
  - C. Association officer ..... 1 point

- III. Civic Activities
  - A. Committee chairman ..... 1 point
  - B. Major committee member ..... 1/2 point
  - C. Organization officer ..... 1 point

IV. Individual Research (maximum points - 2)

Definition of Research - identify a "condition" in your general area of work responsibility that has a potential for improvement through an in-depth look at the "condition". Go to other places of employment and talk to people in the same line of work that you do - read newspaper articles, magazines, books, trade journals to gain information to support your idea to the VPG Committee. Include a list of the material you have read and people you have talked with in support of your idea.

V. Published Articles (maximum points - 2)

Professional publication

VI. Other means

- A. Two (2) points maximum may be acquired for time spent working on job related activities outside the scheduled day.
- B. Up to one (1) point may be acquired for educational travel when it applies to the employee's duties at the Wayne County Schools Career Center.

Except for Item I, where applicant is awarded growth points, the minimum to be awarded shall be not less than one-half of the maximum per each activity.

After further work on activity where no points were given initially the applicant may resubmit same for reconsideration.

When off duty, members of the ~~WCJVSEA, Inc.~~ **Association** classified bargaining unit may attend adult education classes tuition free. Cost of supplies, books, or materials to attend adult education classes must be paid by the employee.

Guidelines for Candidates--July 1, 1991

1. A candidate should apply when he/she determines that enough work is completed for all fifteen points. Application blanks may be obtained from the Superintendent's secretary.
2. All materials turned in should be typewritten or completed in ink on 8 1/2 x 11 inch white paper. Items such as maps, slides, etc. are exceptions.
3. It is expected that the candidate will submit his application in a scholarly fashion. Materials shall be returned to the candidate if the materials are not legible, not well-organized, not well-composed, or not containing evidence of activity.
4. All applications must be submitted with transcript (or photocopies) of college credit or other evidence of the activity. All material must be submitted prior to December 31 if the work is to be counted for payment on the current school year contract.
5. It is expected that the application will explain how each activity has been helpful in one or more of the following ways: (1) increased job efficiency; (2) professional growth; and (3) community service.

6. No points will be awarded if the board has already contributed toward an activity, such as partial reimbursement of instructional or curriculum workshop (mileage, lodging, registration, etc.); or if the activities, such as work experience are undertaken during time already under contract.
7. Time spent working on job related activities outside the scheduled day should meet one or more of the criteria listed in Guideline 5 above. The applicant shall include the number of hours spent per year working on job related activities.
8. Educational travel applications must show detail applicability to one or more points in Guideline 5 above.
9. Published professional writing means near verbatim material used by another school system, institution, or publication firm in print, acknowledging the writer of the Wayne County Schools Career Center as the source.
10. Assigned a co-op student for training for a semester or who on their own time works with a WCSCC student(s) in an extra curriculum activity for one year. A detailed explanation of what the activity was has to be verified and submitted for evaluation. A training plan may be used if appropriate for the activity involved.
11. Civic activities are interpreted to be service in formal organizations in the Career Center District: i.e., Kiwanis, American Legion, Farm Bureau, Hospital Auxiliary, etc.
12. An activity can be counted in only one category.
13. Credit points can only be accrued while the candidate is employed by the Wayne County Schools Career Center.  
  
All employees entitled to receive paid benefits by reason of their employment, even though they may work part-time, qualify to apply for VPG.
14. All materials for evaluation should be turned in to the Superintendent's secretary and become the property of the Wayne County Schools Career Center.
15. If the committee does not award a total of fifteen points to the candidate, he may file additional materials for evaluation when enough work has been done to complete the necessary points. Material can be submitted anytime for evaluation. The committee has up to 30 working days after the materials are submitted to complete the evaluation.
16. The committee's judgment is not subject to review by any other authority.
17. Adult Education classes which are work related and taken during off duty time count towards VPG.

STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: : Case No. 99-MED-05-0538

WAYNE COUNTY JOINT :  
VOCATIONAL SCHOOL :  
EDUCATION ASSOCIATION, INC. :  
: Fact-Finder ROBERT G. STEIN

-and-

WAYNE COUNTY JOINT : STATEMENT OF THE WAYNE  
VOCATIONAL SCHOOL : COUNTY JOINT VOCATIONAL  
DISTRICT BOARD OF EDUCATION : SCHOOL DISTRICT BOARD OF  
EDUCATION

Now comes the Wayne County Joint Vocational School District Board of Education ("School Board"), by and through counsel, to provide its statutory fact-finding statement pursuant to R.C. §4117.14 and O.A.C. 4117-9-05, as follows:

- A. **The name of the party and the name, address, and telephone number of the principle representative of the party;**

EMPLOYER

Wayne County Joint Vocational School District Board of Education  
518 Prospect Street  
Smithville, Ohio 44667  
(330) 669-2134

**Whalen & Compton**  
Legal Professional Association  
565 Wolf Ledges  
Parkway  
P.O. Box 2020  
Akron, Ohio 44309-2020

EMPLOYER REPRESENTATIVE

G. Frederick Compton, Jr. Esq.  
Helen S. Carroll, Esq.  
Whalen & Compton Co., L.P.A.  
565 Wolf Ledges Parkway  
P.O. Box 2020  
Akron, Ohio 44309-2020  
(330) 376-1112

**B. A description of the bargaining unit including the approximate number of employees;**

The Wayne County Joint Vocational Education Association, Inc. ("Association") bargaining unit is described in Article II of the most recent collective bargaining agreement, as follows:

Included in the appropriate unit: all full time support staff, Secretaries, Custodians, Maintenance Employees, Cooks, Attendance Officer, Time Out Room Specialist, Student Activities Liaison Coordinator, Central Supply Manager, Study Hall Monitor, Secretary to the Principal and Secretary to the Supervisor of Academics, Curriculum and Special Needs.

Excluded: Superintendent, Treasurer, Assistant Treasurer, Secretary to the Superintendent, Secretary to the Associate Superintendent, Directors, Secretaries/Account Clerks to the Treasurer, full-time Classroom Teachers, Guidance Counselors, full-time Coordinators, full-time Adult Education Instructors, School Nurse, Building & Grounds Supervisor, all Student, Seasonal, Casual and "As Needed" Employees. All newly hired full-time classified Adult Education staff after July 1, 1994.

The Association bargaining unit consists of approximately twenty-seven (27) full-time support staff employees who are not specifically excluded from the bargaining unit. The primary function of bargaining unit members is to deliver support services which enhance the educational and vocational instruction provided to high school-aged children of the School District.

**C. A copy of the current collective bargaining agreement, if any; and**

A copy of the recently expired collective bargaining agreement is attached hereto as Exhibit 1.

**D. A statement defining all unresolved issues and summarizing the position of the party with regard to each unresolved issue.**

**Article/Section**

**Proposed By**

1. SECTION 5000, CLASSIFIED PERSONNEL, 5001 ASSOC  
*DEFINITION OF CLASSIFIED EMPLOYEES*

The Association proposed reducing the definition of "full-time employee" from one working forty (40) to thirty (30) hours per week to broaden the range of employees eligible for full-time fringe benefits. The School Board provisionally agreed to accept this proposal in exchange for the Association's agreement to the Board's packaged proposal of June 9, 1999. The Association rejected the School Board's offer and declared impasse. This proposal may contradict the recognition clause of the expired agreement and should be rejected by the Fact-Finder unless he finds in favor of the School Board on all remaining issues

2. SECTION 5000, CLASSIFIED PERSONNEL, 5008 ASSOC  
*CLASSIFIED SALARY SCHEDULE*

The Association initially proposed a 70% increase to base salaries and a reduction to the salary schedule index. On May 20, 1999, the Association reduced its proposal to a 3% salary increase per year on the current index. On June 9, 1999, the Association demanded a regressive 4% annual wage increase. The School Board believes its proposal for a 4.89% salary increase (2.5% increase to the base salary together with step increases) is both fair and reasonable and should be approved by the Fact-Finder.

3. SECTION 5000, CLASSIFIED PERSONNEL, 5011 ASSOC  
*VACATION TIME*

The Association proposed an increase to permissible annual vacation accumulation along with a provision to allow ten (10) month employees to earn vacation. It also sought to limit the District's ability to amend an employee's schedule from year to year without mutual consent of the employee and the Administration. Both proposals must be rejected by the Fact-Finder. The School Board was willing to expand the definition of eleven (11) month employee to include all employees working at least 228 days per year if the Association would withdraw its other related proposals. The School Board urges the Fact-Finder to adopt the School Board's position on this issue or resort to current language.

4. SECTION 5000, CLASSIFIED PERSONNEL, 5018 BOE/ASSOC  
*GRIEVANCE PROCEDURE (formal)*

In this contract section, the Association proposed adjusting the number of days to submit and advance a grievance and clarify the definition of a "day." The School Board proposed default language for either party failing to abide by procedural timelines. The School Board was willing to fully accept the Association's proposal in return for the Association's agreement to its final packaged proposal. The Fact-Finder should recommend the School Board's position on this issue as a reasonable resolution to the remaining issues in dispute.

The foregoing constitutes the School Board's statutory statement of required background information and unresolved issues for fact-finding, together with a statement of the School Board's position on each issue.

**NEGOTIATED AGREEMENT**

between the  
**WCJVS EDUCATION ASSOCIATION, INC.**

**CLASSIFIED STAFF**

and the  
**WCJVSD BOARD OF EDUCATION**

**July 1, 1996 to June 30, 1999**

**EXHIBIT   1**

## TABLE OF CONTENTS

TABLE OF CONTENTS	1
PROFESSIONAL NEGOTIATIONS	3
I. AGREEMENT	3
II. RECOGNITION	3
III. DUES DEDUCTION	3
IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS	4
A. NEGOTIATING TEAMS	4
B. SUBMISSION OF ISSUES	4
C. NEGOTIATION PROCEDURES	4
D. CAUCUS	5
E. EXCHANGE OF INFORMATION	5
F. PROGRESS REPORTS	5
G. REACHING AGREEMENT	5
H. IMPASSE PROCEDURES	5
V. RE-NEGOTIATIONS	7
VI. PROTOCOL	7
CLASSIFIED NEGOTIATION AGREEMENT 1996	8
A. AGREEMENT BINDING CLAUSE	8
B. SAVINGS CLAUSE	8
C. REDUCTION OF SALARIES CLAUSE	8
D. DURATION OF AGREEMENT CLAUSE	8
RESPONSIBILITIES AND DUTIES	8
MANAGEMENT RIGHTS	9
ASSOCIATION RIGHTS	9
INDIVIDUAL RIGHTS	9
STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR	10
SECTION 5000 CLASSIFIED PERSONNEL	10
5001 DEFINITION OF CLASSIFIED EMPLOYEES	10
5002 EMPLOYMENT AND CONTRACTS	11
5003 PAYROLL PROCEDURES	12
5004 WORK DAY AND YEAR	12
5005 CLASSIFICATION CHANGES	12
5006 NOTICE OF ANNUAL SALARY	12
5007 TRANSPORTATION OF EMPLOYEES	13
5008 CLASSIFIED SALARY SCHEDULE	13

INSURANCE BENEFITS _____	13
PAYMENT IN LIEU OF COVERAGE _____	14
EYE CARE _____	14
DENTAL PLAN _____	14
GROUP HOSPITALIZATION PLAN _____	14
PRESCRIPTION DRUGS _____	15
LIABILITY INSURANCE _____	15
LIFE INSURANCE _____	15
FLEXIBLE BENEFIT PLAN _____	15
EXPLANATION OF SALARY INDEX _____	16
CLASSIFIED SALARY INDEX _____	18
5009 OVERTIME _____	22
5010 PAID HOLIDAYS _____	23
5011 VACATION TIME _____	24
5012 REDUCTION IN FORCE _____	24
5013 LEAVES _____	25
A. ADMINISTRATIVE LEAVE DAYS, NON-RESTRICTED _____	26
B. PROFESSIONAL LEAVE _____	27
C. ASSOCIATION LEAVE _____	27
D. ASSAULT LEAVE _____	27
E. SICK LEAVE _____	28
F. MEDICAL LEAVE _____	30
G. PARENTAL LEAVE _____	31
5014 JURY DUTY _____	33
5015 EPIDEMICS, "SNOW DAYS", OR PUBLIC CALAMITY _____	33
5016 RETIREMENT _____	33
5017 WORKMAN'S COMPENSATION _____	33
5018 GRIEVANCE PROCEDURE _____	34
FORMAL PROCEDURE _____	34
FORMAL PROCEDURE _____	36
FORM A - GRIEVANCE _____	39
5019 MISCELLANEOUS ITEMS _____	42
5020 UNIFORM PROTECTIVE CLOTHING _____	42
5021 TB. TESTS _____	42
5022 CLASSIFIED VOLUNTARY PROFESSIONAL GROWTH PROGRAM _____	42
I. IMPLEMENTATION AND AMENDMENTS _____	47

## PROFESSIONAL NEGOTIATIONS

### ***I. AGREEMENT***

This agreement made and entered into this 1st day of July 1996, by and between the Board of Education of the Wayne County Joint Vocational School District (hereinafter referred to as the "Board") and the Wayne County Joint Vocational School Education Association, Inc. (Classified Agreement) (hereinafter referred to as the "Association"). Beginning July 1, 1996, this agreement will be in effect for three (3) years until June 30, 1999.

### ***II. RECOGNITION***

The Wayne County Joint Vocational School District Board of Education, hereinafter "Board", does hereby recognize the Wayne County Joint Vocational School Education Association, Inc., hereinafter, "Association," as the exclusive representative of all classified employees in the appropriate unit as classified by the State of Ohio, State Employment Relations Board, 8-21-1991, case number 91-REP-03-0068.

Included in the appropriate unit: all full time support staff, Secretaries, Custodians, Maintenance Employees, Cooks, Attendance Officer, Time Out Room Specialist, Student Activities Liaison Coordinator, Central Supply Manager, Study Hall Monitor, , Secretary to the Principal and Secretary to the Supervisor of Academics, Curriculum and Special Needs.

Excluded: Superintendent, Treasurer, Assistant Treasurer, Secretary to the Superintendent, Secretary to the Associate Superintendent, Directors, Secretaries/Account Clerks to the Treasurer, full-time Classroom Teachers, Guidance Counselors, full-time Coordinators, full-time Adult Education Instructors, School Nurse, Building & Grounds Supervisor, all Student, Seasonal, Casual and "As Needed" Employees. All newly hired full-time classified Adult Education staff after July 1, 1994.

Qualified personnel have the right to join, participate in, and legally assist the Association, and the right to refrain from such, and membership shall not be a prerequisite for employment or the continuation of employment.

The Board and the Association, through their respective representatives, shall negotiate on wages, benefits, hours, terms and other conditions of employment.

### ***III. DUES DEDUCTION***

Any qualified personnel employed full time by the WCJVSD Board of Education, who is eligible to be a member of the WCJVSEA, Inc., may have the WCJVSEA, Inc. dues paid through a payroll deduction plan set up in the Treasurer's Office.

#### **IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS**

##### **A. Negotiating Teams**

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching a mutually satisfactory agreement. All negotiations shall be conducted exclusively between said teams. The negotiating team shall be limited to three members, one of who will be designated the spokesperson for their respective team. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representative shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. The parties may call upon professional and lay consultants to assist all negotiations provided that during all negotiation meetings between the parties, such consultants shall not be in attendance, with the exception of Section H, Resolving Differences. The expense of such consultants shall be borne by the party requesting them.

##### **B. Submission of Issues**

Issues proposed for negotiations will be submitted in writing by the Association to the Superintendent or his designated representative, and by the Superintendent to the President of the Association, on or before December 15 of the last year of the contract. A mutually convenient meeting date shall be set and negotiations shall begin no later than January 15, unless both parties agree to a later date. Prior to beginning the negotiations, the Superintendent, or his designated representatives, and the representatives of the Association shall cooperatively develop and adopt an agenda listing those issues which shall be negotiated. Upon adoption of said agenda, no issues shall be added to the agenda for negotiations without the mutual consent of the Superintendent, or his designated representatives, and the representative of the Association.

##### **C. Negotiation Procedures**

The Board's Team shall meet at mutually agreed upon places and times with the Association's Team for the purpose of effecting an exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other. Following the initial meetings, as described in Paragraph B above, such additional meetings shall be held, as the parties may require to reach an understanding on the issue(s), or until an impasse is reached. Refer to Paragraph H for Impasse Procedures.

#### IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS (continued)

##### D. Caucus

Upon request of either party, any negotiations meeting shall be recessed to permit the requesting party a period of time, not to exceed 30 minutes, to caucus, unless extended period is mutually agreed upon.

##### E. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

##### F. Progress Reports

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

##### G. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. The Association and the Board agree to abide by the terms of the agreement and to take the necessary action to advise their respective members of the terms of the agreement in the manner they see fit.

##### H. Impasse Procedures

1. If, fifty (50) calendar days before the expiration of the existing agreement, the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the agreement.
2. If an impasse exists forty-five (45) calendar days before the expiration of the agreement, SERB shall appoint a mediator to assist the parties in the bargaining process.
3. If the mediator after assisting the parties advises SERB that the parties have reached an impasse, or not later than thirty-one (31) calendar days prior to the expiration of the agreement, SERB shall appoint within one (1) calendar day a fact-finding panel of not more than three (3) members who have been selected by the parties in accordance with rules established by SERB, from a list of qualified persons maintained by SERB.

IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS (continued)

H. Impasse Procedures (continued)

- a. The fact-finding panel shall, in accordance with rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.
  - b. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Agreement, or both.
4. The following guidelines apply to fact-finding:
- a. The fact-finding panel may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the state.
  - b. The fact-finding panel shall conduct the hearing pursuant to the rules established by SERB.
  - c. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
  - d. The fact-finding panel may administer oaths.
  - e. SERB shall prescribe guidelines for the fact-finding panel to follow in making findings. In making its recommendations, the fact-finding panel shall take into consideration those applicable factors listed in divisions (G) (7) (a) to (f) of Section 4117.14 of the Ohio Revised Code.
  - f. The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with the parties other than the direct parties to the dispute.
5. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board and the Association and to SERB no later than fourteen (14) calendar days after the appointment of the fact-finding panel, unless the parties mutually agree to an extension. The state shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.

IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS (continued)

H. Impasse Procedures (continued)

- 6. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board by a three-fifths (3/5) vote of its total membership, and the Association's membership, by a three-fifths (3/5) vote of its total membership, may reject the recommendations. If neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and an Agreement shall be executed between the parties, including the fact-finding panel's recommendations except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, SERB shall publicize the findings of fact and recommendations of the fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.
- 7. If the parties are unable to reach agreement within seven (7) calendar days after the publication of findings and recommendations from the fact-finding panel or the Agreement has expired, then the Association shall have the right to strike under Chapter 4117. of the Revised Code provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board and to SERB; however, SERB, at its discretion, may attempt mediation at any time.

V. **RE-NEGOTIATIONS**

On request of the Board or the Association, and upon mutual agreement, following mandating action by the Ohio General Assembly, changes in Federal laws, changes in rules and regulations of the State Department of Education affecting any agreement or part thereof in effect, re-negotiations shall occur on any or all of those parts of the agreement effected by such action.

VI. **PROTOCOL**

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

## **CLASSIFIED NEGOTIATION AGREEMENT 1996**

### **A. AGREEMENT BINDING CLAUSE**

This contract contains the full and complete agreement between the Board and the Wayne County Joint Vocational School Educational Association, Inc., on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

### **B. SAVINGS CLAUSE**

If the State Legislature, Federal Congress, or court of competent jurisdiction makes a part of this agreement void, the remainder shall be in force until the expiration date.

### **C. REDUCTION OF SALARIES CLAUSE**

If it is determined by the Wayne County Joint Vocational School District's Treasurer that the financial resources of the district are inadequate to fund the agreed negotiated package, a uniform reduction in salaries and/or fringe benefits may take place for all employees as per the Ohio Revised Code.

### **D. DURATION OF AGREEMENT CLAUSE**

Except as otherwise provided herein, this agreement shall be effective July 1, 1996, and shall remain in effect until June 30, 1999, at which time it shall expire. In the event that the Board and the WCJVSEA, Inc., fail to secure a successor agreement prior to the expiration day of this agreement, the parties may mutually agree in writing to extend this agreement for any period of time.

## **RESPONSIBILITIES AND DUTIES**

Members of the bargaining unit shall perform all duties described in their contract and perform those duties and responsibilities in a professional manner.

Each member of the bargaining unit, administration and Board shall perform and uphold the duties and responsibilities set forth in the negotiated agreement.

### **MANAGEMENT RIGHTS**

The Board, through its representatives, has the right: to determine matters of inherent managerial policy, such as programs, standards of service, overall budget, utilization of technology and organizational structure; to direct, supervise, evaluate, and hire employees; to maintain efficiency and effectiveness, and determine methods and personnel for the conduct of operations; to suspend, discipline, demote, or discharge according to the negotiated agreement and/or state statute, or lay off, assign, schedule, promote or retain employees; to determine the adequacy of the work force; to determine the overall mission of the employer; to effectively manage the work force; and to carry out the mission of the Wayne County JVSD as determined by the Board.

On or before October 1st of each contract year, the Association shall submit to the Office of the Superintendent a report of the number of eligible classified employees for membership to the WCJVSEA Inc. and the number of classified employees who have actually joined.

### **ASSOCIATION RIGHTS**

Salary payment and deductions per Policy Section 4019.

Membership shall not be a condition of employment or continued employment.

Have the use of school mailboxes without cost to the Association.

Association announcements may be made at regularly scheduled staff meetings at the conclusion of the Administrative agenda or on the public address system after school is dismissed.

**Faculty/Staff shall have exclusive use of the faculty work and break room designated for that purpose by the Administration.**

Have the right to use the bulletin board in the faculty workroom, but not exclusively, for the purpose of posting Association information.

Typing and duplicating equipment may be used if materials and supplies are provided by the Association and use does not conflict with school operations.

**All employees covered by this negotiated agreement** will receive a copy of the written contract between the Association and the Board. Said publication shall be produced and distributed by the Board.

### **INDIVIDUAL RIGHTS**

Qualified personnel have the right to join, participate in, and legally assist the Association, and the right to refrain from such, and membership shall not be a prerequisite for employment or the continuation of employment. The term "Qualified Personnel" is defined to mean only those personnel meeting the following applicable criteria:

1. All personnel eligible under the previous contract agreement **(July 1, 1993 to June 30, 1996)** for membership are grandfathered under this contract.

Responsibilities of qualified personnel are understood to mean the professional dispatch of duties and obligations as specified in this agreement, Board policy, and any adoptions thereof. A copy of any item placed in a bargaining unit member's permanent file will be provided to and clearly identified to the member at the time it is so placed.

### **STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR**

In the event of an infraction by an employee of the District's rules as outlined in this document, the Board Policy Book, or Resource Manual, to include unprofessional behavior, it shall be the practice of the Board of Education to apply this Agreement, statutes of the state, and the regulations of the district with equal consideration to each employee. Unprofessional behavior includes but is not limited to failure to appropriately utilize complaint and grievance procedure for the purpose of resolving a dissatisfaction, disagreement, or alleged violation of the contract, as well as any and all acts of insubordination. Unprofessional behavior is subject to disciplinary action as outlined in this agreement.

Disciplinary action shall consist of five (5) progressive steps. It is understood that some acts or the severity of the act may itself warrant a second written warning, suspension, or discharge. In those cases, progressive discipline will not be followed

First Step:           Written Warning placed in personnel file

Second Step:       Second Written Warning placed in personnel file

Third Step:           Suspension of up to 3 work days without pay

Fourth Step:       Suspension of up to 10 work days without pay

Fifth Step:           Discharge or Suspension in lieu of discharge without pay

Discipline at any of the first three steps will be removed from the employee's record 2 years after being imposed. Discipline at the fourth step shall be removed 3 years after being imposed.

The following provisions apply beginning with the Second Step: All employees shall have the right to have a WCJVSEA, Inc., member representative(s) present as a witness at any conference with the Administration. The Administration may, likewise, have (an) Administrative representative(s) present. All parties shall have the right to have an equal number of representatives present, as a witness, at any conference with the administration.

## **SECTION 5000 CLASSIFIED PERSONNEL**

### **5001           DEFINITION OF CLASSIFIED EMPLOYEES**

The term "classified employee" refers to all employees of the Wayne County Joint Vocational School Board of Education who are not required to be certified by the State Department of Education.

Members of the WCJVSEA, Inc. Bargaining Unit;

- Included: all full-time support staff, Secretaries, Custodians, Maintenance Employees, Cooks, Attendance Officer, Time Out Room Specialist, Student Activities Liaison Coordinator, Central Supply Manager, Study Hall Monitor, Secretary to the Principal, and Secretary to the Supervisor of Academic, Curriculum and Special Needs.
- Excluded: Superintendent, Treasurer, Assistant Treasurer, Secretary to the Superintendent, Secretary to the Associate Superintendent, Directors, Secretaries/Account Clerks to the Treasurer, Full Time Classroom Teachers, Guidance Counselors, Full-time Coordinators, Full-time Adult Education Instructors, School Nurse, Building & Grounds Supervisor, All Student, Seasonal, Casual and "As Needed" Employees. All newly hired full-time classified Adult Education staff after July 1, 1994.

Full-time employees work 30 hours or more per week on a regular basis for the school year and are therefore entitled to fringe benefits.

## **5002 EMPLOYMENT AND CONTRACTS**

All classified employees are appointed (and employment may be terminated) by the Board of Education, upon the recommendation of the Superintendent. Applicants should apply at the office of the Superintendent, Wayne County Schools Career Center, Smithville, Ohio 44677.

1. A 90 day probationary period will be included in the first one-year contract.
2. Upon the termination of the original contract of one year or less, employees who are re-hired will be granted a contract of one-year's duration. Upon the termination of the second one-year contract, employees who are re-hired will be granted a two-year contract. Upon the termination of the two-year contract, employees who are re-hired will be granted a continuing contract.
3. Employees not being re-hired in the School District will be notified in writing prior to May 31 by the Treasurer.
4. Salary notices will be issued by the Superintendent's office each year a contract is in force.
5. Salary increments shall be given each July 1 in accordance with the adopted salary schedule.
6. There will be twenty-six pay periods per year following every other Friday except as follows:
 

It must be realized that by paying every other Friday, or 26 times per year, that we are accounting for only 364 days per year. Therefore, approximately once every 7 years, it is necessary to adjust the payroll by allowing 3 weeks between one of the payrolls.
7. Increments can be awarded on classified schedules for new personnel with previous experience in their assigned area of work at the discretion of the Superintendent to a maximum of ten years.

### **5003 PAYROLL PROCEDURES**

The annual salary of each employee is set up on the basis of twenty-six pay periods per year, which fall every other Friday. When a payroll falls on a holiday, the pay will be made no earlier than one day prior to the normal payday. It must be realized that by paying every other Friday, or 26 times per year, that we are accounting for only 364 days per year. Therefore, approximately once every 7 years, it is necessary to adjust the payroll by allowing 3 weeks between one of the payrolls.

#### **Deductions from pay**

Deductions of pay are made for authorized absence, withholding tax, hospitalization, employee's share of retirement contribution, city tax, and other deductions approved by the Board of Education.

### **5004 WORK DAY AND YEAR**

Unless otherwise set or specified by the Superintendent by contract, the work day shall consist of 8 hours per day with two 15 minute unrestricted breaks and a 30 minute unrestricted lunch. Break times shall be set by supervisors and fall on either side of the lunch period. Members of the bargaining unit working at least six hours per day but less than 8 hours per day are entitled to a 30 minute unrestricted lunch. The work year shall be as specified by contract by the Superintendent for each member of the bargaining unit.

Any use of customer service programs, such as Food Processing, Cosmetology, or others shall be accomplished during either the employee's lunch period, break times, or any combination of these times with the permission of the immediate supervisor. Use of classified personnel to aid in the educational process of program instruction, such as a model for Cosmetology, shall not be considered as personal and therefore the lunch period/break time constraints shall not apply. The time spent as an instructional aid shall be with the permission of his/her immediate supervisor and arranged in such a manner as to not conflict with completing normal assigned responsibilities for the member of the bargaining unit.

### **5005 CLASSIFICATION CHANGES**

When moved to a new class, the salary can be no less than the present salary. but placement on an improved scale will be at an experience level providing no more than two additional salary steps in the new class.

### **5006 NOTICE OF ANNUAL SALARY**

The Board of Education shall cause notice to be given annually, not later than the first day of July, to each member of the bargaining unit as to the salary to be paid during such year. Such salary shall not be lower than the salary to be paid during the preceding school year unless such reduction is a part of a uniform plan affecting the classified employees of the entire district. This section does not prevent increases of salary after the Board's annual notice has been given.

### **5007            TRANSPORTATION OF EMPLOYEES**

Personnel whose official duties require travel other than from their place of residence to and from their place of employment, shall be reimbursed as determined by this agreement as follows:

Transportation within the school district and area of Ohio -

1. A monthly travel expense statement, on approved forms, shall be submitted on the first of the month for the preceding month.
2. Monthly mileage requests have to be turned in each month. Any request for mileage reimbursement turned in two months old will be denied. Example: September mileage turned in during the month of November.
3. The expenses will be charged to the appropriation accounts.
4. Parking expenses shall be submitted with the expense request.
5. Every effort must be made to conserve mileage through proper planning and sharing transportation.
6. Parking expenses shall be paid based on attached receipt with expense request.
7. A maximum yearly mileage allowable for any individual may be set by the administration, at the beginning of each year.
8. A maximum yearly dollar amount paid any one employee may be set at the discretion of the Superintendent, at the beginning of each year.
9. Reimbursement shall be set at the same rate per mile as for certificated staff.

### **5008            CLASSIFIED SALARY SCHEDULE**

The following items are contained in the compensation plan for classified personnel. These items are as follows:

1. Extended accumulative sick leave for 271 days or equal to the maximum amount allowed for the certified staff.
2. Expanded Insurance Program. Classified full-time employees of the Wayne County Schools Career Center are eligible to participate in a Board supported insurance program. The program includes hospitalization, major medical, dental, prescription drug, vision, and group life. The Board of Education will assist those who are eligible and choose to participate by amounts adopted by the Board of Education as applicable to the certificated staff.

#### **Insurance Benefits**

Insurance benefits are available only to classified personnel who are members of the bargaining unit based upon meeting the eligibility requirements for full-time classified employees. No employees currently eligible for insurance benefits shall be excluded due to this provision.

### **Payment in Lieu of Coverage**

During the term of this agreement, members of the bargaining unit who were enrolled in prescription drug, dental, and vision insurance plans as of September 24, 1992, may elect the following annual cash payments in lieu of coverage:

#### Single:

Vision	-	\$40.00 Annual Cash Payment
Dental	-	\$180.00 Annual Cash Payment
Prescription Drug	-	\$156.00 Annual Cash Payment

#### Family:

Vision	-	\$66.00 Annual Cash Payment
Dental	-	\$180.00 Annual Cash Payment
Prescription Drug	-	\$420.00 Annual Cash Payment

\*\*Husband/wife teams who wish to participate in this provision of the agreement must both drop their coverage in the area(s) (i.e., Vision, Dental, Prescription Drug) for which they are electing a cash payment.

### **Eye Care**

With the exceptions noted above, a vision plan equal to vision Plan C offered by J.W. Didion will be provided to each member of the bargaining unit. A member choosing dependent coverage will pay \$2.00 per month towards the plan. The vision plan will go into effect as soon as possible following acceptance of the negotiated agreement.

### **Dental Plan**

With the exceptions noted above, same as present - plan 16-x or equivalent - 100% Board paid. Unmarried children from birth to age 23 who live with bargaining unit members in a parent-child relationship or to age 25 for those who are full time students are covered.

### **Group Hospitalization Plan**

With the exceptions noted above, the Board will pay 80% of the premium and the member will pay 20% of the premium for each month of the contract for the BC/BS Major Medical Package or Equivalent. A member has the option to select Super Blue Select or Equivalent by paying the difference in the cost of the plan versus the cost to the Board of the regular hospitalization package. A Section 125 Plan will be offered at no cost to bargaining unit members to shelter their portion of the premium payment subject to applicable tax laws.

**Prescription Drugs**

With the exception noted above, the Board will pay 100% of the premium for prescription drugs. Members of the bargaining unit will pay an **\$10.00** deductible for non-generic drugs, and a **\$2.00** deductible for generic drugs at the time of purchase. **Mail order prescriptions will be available according to the provisions of the plan at zero deductible.**

**Liability Insurance**

**100% Board paid**

**Life Insurance**

Term Life Package **-\$25,000** per member

- 100% at age 65
- 65% at age 70
- 50% at age 75

**Flexible benefit plan**

On or before the last day of April of each school year, representatives from the Association or Board may submit a proposal to recommend changes in our employees insurance benefit plans. Any changes made will not increase the cost to the board or to the association unless agreed upon by both parties.

3. Sheltering of Retirement. All classified personnel will have their retirement sheltered by the Board.
4. For the purposes of calculating salary, a salary index will be used. In each classification the following increments apply:
 

From Step 0 to Step 5	-	an additional .025 each Step
From Step 6 to Step 15	-	an additional .035 each Step
From Step 16 to Step 30	-	an additional .045 each Step
5. No current employee's present classification will be reduced.

## EXPLANATION OF SALARY INDEX

1. Members of the Bargaining Unit are classified as follows for the purpose of hiring:
  - Class III     Cooks, Custodians, Secretaries I
  - Class IV     Maintenance/Custodian
  - Class V     Maintenance, Study Hall Monitor, Attendance Officer
  - Class VI     Central Supply Manager, Time-Out Room Specialist, Student Activities Liaison Coordinator
  
2. Each year of service/employment will automatically move said employee to next higher step on the grid unless an employee is given a classification change. If given a classification change said employee will remain at the same step in the salary schedule as prior to the change in classification.
  
3. All maintenance and custodial personnel who are regularly assigned to work either first, second, or third shift will be paid \$350.00 per year as part of their regular salary for their assignment to any shift as determined by their immediate supervisor.
 

At the discretion of the Superintendent, one second shift custodial and one third shift custodial classified employee will be designated as shift leader. An employee so designated will be paid \$ .50 per hour over and above the regular rate of pay.
  
4. Hourly rates may be converted to annual salaries by the salary grid. The annual salary amount will reflect the actual number of days and hours to be worked during the school year.
  
5. Employees may not be assigned more than forty (40) hours per week in any seven (7) day period at the listed rate of pay. Any hours over (forty) 40 per week or over (eight) 8 hours per shift will be overtime pay.
 

Any employee absent from work for a legitimate, recognized leave of absence during his/her regularly scheduled (40) forty hours per week shall not be required to work hours during that pay period which would normally require overtime pay.

An employee, with the consent of their supervisor, may elect to work those additional hours equal to the amount of leave and shall receive regular rate of pay for those hours. Any hours worked beyond that shall be at overtime pay.
  
6. 12:01 a.m. Monday through 12:00 midnight Friday shall be the work week.

5008 CLASSIFIED SALARY SCHEDULE cont.  
EXPLANATION OF SALARY INDEX cont.

7. All salaried employees are expected to work a forty (40) hour week unless specified otherwise on their contract.
8. All bargaining unit positions as well as the classified positions within the Office of the Superintendent, Office of the *Principal*, and the Office of the Treasurer will be posted on the Association board and notices put in with pay checks 10 work days prior to hiring. Current employees will have equal opportunity at new openings if qualified.

Equal opportunity is defined to mean that current employees whose qualifications, are equal to those of outside applicants will be given preference in hiring.

Transfer from one position to another shall be made for any purpose which, in the judgment of the Superintendent, is for the welfare of the school or the employee. Any member who is to be transferred shall be granted the courtesy of a conference with the Superintendent before the transfer is made. Any member who is to be transferred may request that a member of the Association attend the above reference conference with the affected employee and Superintendent. A request for transfer of a classified employee may be made by the employee, or the employee's immediate supervisor, and must be submitted in writing to the Assistant to the Superintendent not later than March 1. No transfer shall be regarded as a demotion, nor shall there be a reduction in pay. The final decision on any transfer shall be made by the Superintendent.

**All staff will be provided an up to date job description for the area of their responsibility. From the date of this agreement forward, a date stamped (within 48 hours of modification) copy of an updated job description will be provided to the employee as well as the President of the Association.**

## 5008 CLASSIFIED SALARY SCHEDULE (continued)

## CLASSIFIED SALARY INDEX

<u>STEP</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>	<u>CLASS VI</u>
0	1.000	1.000	1.000	1.000
1	1.025	1.025	1.025	1.025
2	1.050	1.050	1.050	1.050
3	1.075	1.075	1.075	1.075
4	1.100	1.100	1.100	1.100
5	1.125	1.125	1.125	1.125
6	1.160	1.160	1.160	1.160
7	1.195	1.195	1.195	1.195
8	1.230	1.230	1.230	1.230
9	1.265	1.265	1.265	1.265
10	1.300	1.300	1.300	1.300
11	1.335	1.335	1.335	1.335
12	1.370	1.370	1.370	1.370
13	1.405	1.405	1.405	1.405
14	1.440	1.440	1.440	1.440
15	1.475	1.475	1.475	1.475
16	1.520	1.520	1.520	1.520
17	1.565	1.565	1.565	1.565
18	1.610	1.610	1.610	1.610
19	1.655	1.655	1.655	1.655
20	1.700	1.700	1.700	1.700
21	1.745	1.745	1.745	1.745
22	1.790	1.790	1.790	1.790
23	1.835	1.835	1.835	1.835
24	1.880	1.880	1.880	1.880
25	1.925	1.925	1.925	1.925
26	1.970	1.970	1.970	1.970
27	2.015	2.015	2.015	2.015
28	2.060	2.060	2.060	2.060
29	2.105	2.105	2.105	2.105
30	2.150	2.150	2.150	2.150

**Effective July 1, 1996, the employee's share of retirement will be sheltered by the Wayne County Joint Vocational School District Board of Education**

5008

## CLASSIFIED SALARY SCHEDULE (continued)

## CLASSIFIED SALARY INDEX

1996-97 SCHOOL YEAR

STEP	III	IV	V	VI
0	\$6.68	\$7.09	\$7.85	\$10.44
1	\$6.85	\$7.26	\$8.04	\$10.71
2	\$7.02	\$7.44	\$8.24	\$10.97
3	\$7.19	\$7.62	\$8.44	\$11.23
4	\$7.35	\$7.80	\$8.63	\$11.49
5	\$7.52	\$7.97	\$8.83	\$11.75
6	\$7.75	\$8.22	\$9.10	\$12.12
7	\$7.99	\$8.47	\$9.38	\$12.48
8	\$8.22	\$8.72	\$9.65	\$12.85
9	\$8.46	\$8.96	\$9.93	\$13.21
10	\$8.69	\$9.21	\$10.20	\$13.58
11	\$8.92	\$9.46	\$10.48	\$13.94
12	\$9.16	\$9.71	\$10.75	\$14.31
13	\$9.39	\$9.96	\$11.03	\$14.67
14	\$9.63	\$10.20	\$11.30	\$15.04
15	\$9.86	\$10.45	\$11.58	\$15.41
16	\$10.16	\$10.77	\$11.93	\$15.88
17	\$10.46	\$11.09	\$12.28	\$16.35
18	\$10.76	\$11.41	\$12.64	\$16.82
19	\$11.06	\$11.73	\$12.99	\$17.29
20	\$11.36	\$12.05	\$13.34	\$17.76
21	\$11.66	\$12.37	\$13.70	\$18.23
22	\$11.97	\$12.68	\$14.05	\$18.70
23	\$12.27	\$13.00	\$14.40	\$19.17
24	\$12.57	\$13.32	\$14.76	\$19.64
25	\$12.87	\$13.64	\$15.11	\$20.11
26	\$13.17	\$13.96	\$15.46	\$20.58
27	\$13.47	\$14.28	\$15.81	\$21.05
28	\$13.77	\$14.60	\$16.17	\$21.52
29	\$14.07	\$14.92	\$16.52	\$21.99
30	\$14.37	\$15.24	\$16.87	\$22.46

5008

## CLASSIFIED SALARY SCHEDULE (continued)

## CLASSIFIED SALARY INDEX

1997-98 SCHOOL YEAR

STEP	III	IV	V	VI
0	\$6.89	\$7.30	\$8.08	\$10.76
1	\$7.06	\$7.48	\$8.29	\$11.03
2	\$7.23	\$7.66	\$8.49	\$11.30
3	\$7.40	\$7.85	\$8.69	\$11.56
4	\$7.57	\$8.03	\$8.89	\$11.83
5	\$7.75	\$8.21	\$9.09	\$12.10
6	\$7.99	\$8.47	\$9.38	\$12.48
7	\$8.23	\$8.72	\$9.66	\$12.86
8	\$8.47	\$8.98	\$9.94	\$13.23
9	\$8.71	\$9.23	\$10.23	\$13.61
10	\$8.95	\$9.49	\$10.51	\$13.98
11	\$9.19	\$9.74	\$10.79	\$14.36
12	\$9.43	\$10.00	\$11.08	\$14.74
13	\$9.67	\$10.26	\$11.36	\$15.11
14	\$9.91	\$10.51	\$11.64	\$15.49
15	\$10.16	\$10.77	\$11.92	\$15.87
16	\$10.47	\$11.09	\$12.29	\$16.35
17	\$10.78	\$11.42	\$12.65	\$16.84
18	\$11.09	\$11.75	\$13.02	\$17.32
19	\$11.40	\$12.08	\$13.38	\$17.80
20	\$11.70	\$12.41	\$13.74	\$18.29
21	\$12.01	\$12.74	\$14.11	\$18.77
22	\$12.32	\$13.07	\$14.47	\$19.26
23	\$12.63	\$13.39	\$14.83	\$19.74
24	\$12.94	\$13.72	\$15.20	\$20.22
25	\$13.25	\$14.05	\$15.56	\$20.71
26	\$13.56	\$14.38	\$15.93	\$21.19
27	\$13.87	\$14.71	\$16.29	\$21.68
28	\$14.18	\$15.04	\$16.65	\$22.16
29	\$14.49	\$15.36	\$17.02	\$22.64
30	\$14.80	\$15.69	\$17.38	\$23.13

5008

## CLASSIFIED SALARY SCHEDULE (continued)

## CLASSIFIED SALARY INDEX

1998-99 SCHOOL YEAR

STEP	III	IV	V	VI
0	\$7.09	\$7.52	\$8.33	\$11.08
1	\$7.27	\$7.71	\$8.53	\$11.36
2	\$7.45	\$7.89	\$8.74	\$11.63
3	\$7.62	\$8.08	\$8.95	\$11.91
4	\$7.80	\$8.27	\$9.16	\$12.19
5	\$7.98	\$8.46	\$9.37	\$12.47
6	\$8.23	\$8.72	\$9.66	\$12.85
7	\$8.47	\$8.98	\$9.95	\$13.24
8	\$8.72	\$9.25	\$10.24	\$13.63
9	\$8.97	\$9.51	\$10.53	\$14.02
10	\$9.22	\$9.77	\$10.82	\$14.40
11	\$9.47	\$10.04	\$11.12	\$14.79
12	\$9.72	\$10.30	\$11.41	\$15.18
13	\$9.96	\$10.56	\$11.70	\$15.57
14	\$10.21	\$10.83	\$11.99	\$15.96
15	\$10.46	\$11.09	\$12.28	\$16.34
16	\$10.78	\$11.43	\$12.66	\$16.84
17	\$11.10	\$11.77	\$13.03	\$17.34
18	\$11.42	\$12.10	\$13.41	\$17.84
19	\$11.74	\$12.44	\$13.78	\$18.34
20	\$12.06	\$12.78	\$14.16	\$18.84
21	\$12.38	\$13.12	\$14.53	\$19.34
22	\$12.69	\$13.46	\$14.90	\$19.83
23	\$13.01	\$13.80	\$15.28	\$20.33
24	\$13.33	\$14.13	\$15.65	\$20.83
25	\$13.65	\$14.47	\$16.03	\$21.33
26	\$13.97	\$14.81	\$16.40	\$21.83
27	\$14.29	\$15.15	\$16.78	\$22.33
28	\$14.61	\$15.49	\$17.15	\$22.83
29	\$14.93	\$15.83	\$17.53	\$23.32
30	\$15.25	\$16.16	\$17.90	\$23.82

### **5009 OVERTIME**

The regular work hours of the week are those set up in the job description for each classification and each department, as specified by the Board of Education.

Any overtime assigned bargaining unit members shall be at the discretion of and with the approval of the Superintendent, and assigned directly by the employee's evaluating supervisor.

Any overtime assigned bargaining unit members is job specific and shall be assigned based upon job descriptions within departments. For example, maintenance work shall not be assigned to custodial personnel or vice-versa, nor shall secretarial work be assigned to any bargaining unit member not performing the functions of a secretary.

**Maintenance Employees:** in determining who shall be called first, the evaluating supervisor shall determine which maintenance bargaining unit member(s) has/have the requisite skills to complete the overtime assignment. If, in the judgment of the evaluating supervisor, skills are equal, seniority will be used to determine who shall be called, and the employee with the longest record of service within the district shall receive first call. Should that employee refuse the assignment, seniority shall be used to determine next in line.

Maintenance bargaining unit employees who refuse an overtime assignment will not be called again until all other maintenance bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit maintenance employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of maintenance overtime will be kept in the Office of the Treasurer, and will be available to maintenance bargaining unit members within one working day following their request. (Note: clean-up following a normal maintenance function which has been performed on overtime shall not require calling a custodial employee to accomplish.)

**Custodial Employees:** in determining who shall be called first, the evaluating supervisor shall determine which custodial bargaining unit member(s) has/have the requisite skills to complete the overtime assignment.

If, in the judgment of the evaluating supervisor, skills are equal, seniority will be used to determine who shall be called, and the employee with the longest record of service within the district shall receive first call. Should that employee refuse the assignment, seniority shall be used to determine next in line.

Custodial bargaining unit employees who refuse an overtime assignment will not be called again until all other custodial bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit custodial employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of custodial overtime will be kept in the Office of the Treasurer, and will be available to custodial bargaining unit members within one working day following their request.

**Secretarial Employees:** in determining who shall be called first, the evaluating supervisor shall determine which secretarial bargaining unit member(s) has/have the requisite skills to complete the overtime assignment.

If, in the judgment of the evaluating supervisor, skills are equal, seniority will be used to determine who shall be called, and the employee with the longest record of service within the district shall receive the first call. Should that employee refuse the assignment, seniority shall be used to determine next in line.

Secretarial bargaining unit employees who refuse an overtime assignment will not be called again until all other secretarial bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit secretarial employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of secretarial overtime will be kept in the Office of the Treasurer, and will be available to secretarial bargaining unit members within one working day following their request.

To be recognized, all overtime must be reported on a completed "TIME SHEET", signed by their immediate Supervisor, and sent to the Office of the Treasurer of the Wayne County Schools Career Center.

When possible, time off shall be granted at 1 and 1/2 times (ninety minutes or fraction, thereof) for each overtime hour worked and shall be granted within three months of the date of the overtime, on approval in writing by the immediate supervisor authorizing the overtime. Otherwise, such work shall be paid at not less than 1 and 1/2 times the employee's regular rate of pay. The employee may, with the approval of their immediate supervisor, elect time off instead of overtime pay.

#### **5010 PAID HOLIDAYS**

Section 3319.087 Notwithstanding Section 3319.086 of the Revised Code, all members of the bargaining unit, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of seven and a maximum of eleven of the following holidays for which they shall be paid their regular salary or their rate of pay provided such holidays fall during the normal work week of the employee: New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day. When any of such employees is required by their immediate superior to work on any of the paid holidays, they shall be granted compensatory time off for which they shall be paid their regular salary or at their regular rate of pay.

By September 1 of each contract year, members of the bargaining unit will notify the Treasurer's Office of which three of the following four holidays they will take: President's Day, Good Friday, the day after Thanksgiving, or New Year's Eve Day. It will be the employee's responsibility to notify the Treasurer's Office.

Members of the bargaining unit are paid for the above holidays when they fall in their regular assignment.

When a holiday falls on Saturday, the preceding Friday will be a paid holiday. When a holiday falls on Sunday, the following Monday will be a paid holiday.

### **5011 VACATION TIME**

The anniversary date of employment in a full-time position requiring a work assignment of eleven or more months per year shall be the annual date for determining the length of vacation.

After service of one year in a full-time position of eleven months or more with the Wayne County Schools Career Center Board of Education, each full-time classified employee, will be credited with ten days of vacation. Thereafter, the employee accrues vacation at a rate of .83 days per month until the eighth year of employment.

At the beginning of the eighth year of employment, employees are entitled to accrue vacation at 1.25 days per month; at the beginning of the *eighteenth* year of employment, employees are entitled to accrue vacation at 1.66 days per month. In the event a paid holiday falls within a vacation period, the holiday will not be charged against vacation.

All vacation time must be requested on the appropriate form and is subject to the final approval of the Superintendent. In order to avoid unnecessary substitute costs or the disruption of the normal business of the school, vacation should be taken when school is not in session. Exceptions to this provision may be made with the approval from the Superintendent. Normal vacation requests should be scheduled 30 days in advance and have the approval of the immediate Supervisor, *Principal*, and Superintendent. Exceptions to this provision may be made with the approval of the Superintendent.

Vacation time is from employee anniversary date to employee anniversary date. Vacation time cannot be accumulated from one year to the next. Exceptions to this general rule must be in writing from the Superintendent; however, in no case shall vacation be allowed to accumulate in excess of 20 days.

Upon separation from employment or reduction in length of contract to less than eleven months, a classified employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave.

In the case of the death of a classified employee, the lawfully accrued and unused vacation leave to the credit of such employee shall be paid to the surviving spouse or other dependent of his/her estate.

### **5012 REDUCTION IN FORCE**

If the Board decides it is necessary to reduce the number of employees in a job classification, the following procedure will govern such layoff and reinstatement:

- A. The number of people affected by reduction in force shall be kept to a mini-mum, as much as possible, by attrition.
- B. Whenever employees are laid off, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular classification computed from the date of hire or appointment to the employee's present classification. Authorized leaves of absences do not constitute an interruption in continuous service.

- C. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. Each employee to be laid off shall be given advance written notice stating the effective date of the intended layoff.
- D. Employees who have worked under contract in another classification and are subject to layoff, may displace the least senior employee in their former classification, providing the following conditions are met:
1. The employee must have satisfactory experience in the former classification.
  2. The employee must have more years of experience in the former classification than the least senior employee currently in the former classification, or, the employee must have more total years of experience, when combining his/her current classification with his/her former classification(s), than the least senior employee who is currently working in the former classification.
  3. The employee must be willing to accept the pay scale of the former classification.
- E. The Superintendent shall prepare a reinstatement list in reverse of layoff. Reinstatement shall be offered from this list before any new employees are hired in the affected classification.
- F. Vacancies which occur in the classification of layoff shall be offered to or declined by the qualified employee standing the highest on the layoff list before the next person on the list may be considered. Employees shall have ten (10) calendar days from the date of mailing to respond. Notification of acceptance or refusal should be presented to the Superintendent, in writing; however, failure to respond at all shall be considered refusal of the position. It is the responsibility of the involved employee to advise the Board of an address where he/she can be reached. Any employee who declines reinstatement shall be removed from the reinstatement list and the Board shall have no further obligation to the employee. Notice of the Vacancy or reinstatement shall be by certified mail.
- G. The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on layoff shall not count as experience for seniority or salary purposes.
- H. All employees laid off shall be subject to the provisions of the Consolidate Omnibus Budget Reconciliation Act 1986 (COBRA).

### **5013 LEAVES**

**The provisions hereinafter set out pertaining to Leaves shall be subject to and interpreted in conjunction with the Family and Medical Leave Act of 1993 (P.L. 103-3)**

**Employees using partial days for leave will have days divided into quarters of a day according to the following schedule:**

- **Arrival on or before 9:45 a.m. will equal one quarter of a day**
- **Arrival on or before 11:00 a.m. will equal one half day**
- **Arrival on or before 1:15 p.m. will equal three quarters of a day**

Attendance by members of the bargaining unit is critical to supporting the Board adopted Philosophy and achieving the Board adopted Objectives of the Wayne County Joint Vocational School District. As outlined below, an attendance incentive provision is provided to encourage good attendance.

**96-97, 97-98, 98-99 Same.** If a member of the bargaining unit is absent no more than twice annually (July 1 through June 30) due to the use of sick leave, administrative leave, or a combination thereof, that member will receive a \$250.00 incentive bonus, subject to all appropriate deductions, on the second pay in July. Members on unpaid leave of absence are not eligible for this provision.

**A. Administrative Leave Days, Non-restricted**

**Right To Leave --**

Each member of the bargaining unit shall, upon appropriate notice to the Superintendent, be granted without loss of pay, a maximum of three (3) days of non-accumulative Administrative Leave Days per school year. All Administrative Leave Days are non-restrictive.

**Notice of Intent to Use Leave --**

Notice of intent to use Administrative Personal Leave shall be provided by the member of the bargaining unit completing and delivering to his/her immediate Supervisor the prescribed form at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice of the intent to use Administrative Leave shall be made to the immediate Supervisor as soon as possible. The Supervisor shall forward the notice to the Superintendent for final approval.

**Restrictions** -No Administrative Day may be used the day before or after any normal break in the school year except for the following provision:

The President of the Association will present to the Superintendent's Office at least 20 days before the holiday the one (1) classified employee's name that is eligible to use Administrative Leave Day(s) for that holiday. Administrative Leave may be requested by an employee whose work schedule requires them to work during a normal school break as long as the leave day requested does not extend a holiday unless name was drawn in the lottery. Administrative Leave may be requested for the Friday after Parent/Teachers Conference Night. No Administrative Leave may be used to extend a vacation.

Administrative leave day procedure is a part of the total leave package.

**B. Professional Leave**Eligibility for Leave --

A member of the bargaining unit requesting Professional Leave for attendance at a professional conference shall apply for said leave in writing through his/her Supervisor on the Absence Request Form (Form B). The Supervisor recommending said meeting shall present said request to the Superintendent for final submission to the Board of Education for approval. Said requests shall be made in time for submission to the Board for their approval prior to the member attending the meeting except in cases of emergency.

Rights While on Leave --

A member of the bargaining unit approved for professional conference shall receive full salary while in attendance of said conference. In addition, an estimate of cost of reimbursement will be submitted with the request.

Restrictions --

If requested by the Administration, a member of the bargaining unit will file a written and/or oral report on professional meetings for which salary and/or expenses are allowed.

PROFESSIONAL LEAVE PROCEDURE IS A PART OF THE TOTAL LEAVE PACKAGE.

**C. Association Leave**Right To Leave --

Members of the Association shall be granted an accumulation total of up to four (4) days of leave per work year, to be divided among members of the Association, as determined by the Association, to attend any affiliated meetings, conferences, or conventions. This leave shall be granted in increments of not less than one (1) day. This leave is without loss of pay. Expenses incurred paid by Association.

Notice of Intent to Use Leave --

The Executive Committee of the WCJVSEA, Inc., shall notify the Superintendent of the use of such leave by completing and delivering to him Form C for the designated Association member(s). Except in cases of emergency, such notice shall be provided at least five (5) days in advance of the intended absence.

Expenses Incurred While on Leave --

The Association shall be responsible for making arrangements with its members for expenses incurred by them in the use of such leave. The Board will be responsible for the cost of the Substitute.

ASSOCIATION LEAVE PROCEDURE IS A PART OF THE TOTAL LEAVE PACKAGE.

**D. Assault Leave**Right to Leave --

A member of the bargaining unit who must be absent due to a disability resulting from a physical assault which occurs as a result of Board employment will be eligible for Assault Leave.

Eligibility for Leave --

The member of the bargaining unit shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the member of the bargaining unit claiming more than five days of Assault Leave to submit to a medical examination by a Board approved physician. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

Legal Actions Resulting from Assault --

If legal action results, said member of the bargaining unit shall be granted leave, with no loss of pay, for all necessary absence connected with said legal action.

Restrictions --

A maximum of thirty (30) Assault Leave Days will be allowed per assault. Falsification of either the signed statement or the physician's certification is grounds, under Section 3319.143 of the Ohio Revised Code, and may subject the member of the bargaining unit to suspension and/or termination of employment under Section 3319.16 and related sections of the Ohio Revised Code.

Rights While on Leave --

A member of the bargaining unit on Assault Leave shall receive his/her full salary less the amount received by that individual, if any, for Worker's Compensation which covers loss of pay sustained for the injury. However, the bargaining unit member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.

Termination of Leave Benefits --

Assault Leave benefits shall cease after thirty (30) paid days per assault or upon resignation or mandatory retirement as provided for in Section 3307.37 or related section of the Ohio Revised Code.

**ASSAULT LEAVE PROCEDURE IS A PART OF THE TOTAL LEAVE PACKAGE.**

**E. Sick Leave**

The Sick Leave Law should be regarded as a form of insurance and not as a form of compensation. Sick Leave regulations for all classified personnel follow state law.

An accurate record of Sick Leave shall be on file in the Treasurer's Office of the school.

Accumulation --

- 1) All employees of the Board of Education shall accrue Sick Leave at the rate of one and one-fourth days per month. A maximum of fifteen (15) days will be allowed per year. The total number of accumulated Sick Leave days for this contract period is 271 or equal maximum amount allowed for certified staff.
- 2) Sick Leave credit to which a public school employee is entitled will also accumulate during the period of time that the employee is absent from duty because of illness.
- 3) Sick Leave may be transferred from one Ohio Board of Education to another, or one state agency to another provided that re-employment takes place within ten (10) years of the last termination of public service.
- 4) An employee who has been absent because of personal illness for more than five(5) days, the Board of Education may request satisfactory medical evidence of his/her ability to perform his/her duties.
- 5) Each new employee is advanced immediately five (5) days of Sick Leave.

## SICK LEAVE (continued)

Use of Sick Leave --

- 1) Sick Leave benefits shall be used only for absence resulting from personal illness, injury, exposure to a contagious disease, death in the immediate family or illness in the immediate family, and pregnancy. All such absences shall be charged against the Sick Leave of the employee.
- 2) An employee may use Sick Leave, upon approval of the Superintendent in case of the death of relatives other than immediate family. The other relatives shall include: uncle, aunt, first cousin, niece and nephew.
- 3) Pregnancy, childbirth, and related medical conditions will not be treated any differently from other equally disabling physical conditions or illness for the purpose of granting Sick Leave.

Immediate Family Defined --

For the purpose of clarification, immediate family shall be defined as: father, mother, brother, sister, spouse, child, parents-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any member of the household who has stood in the same family relationship of the employee as any of these such as in the case of legal guardianship.

Salary Adjustment --

- 1) At the point where a member of the bargaining unit has exhausted his/her accumulated Sick Leave, the Treasurer would continue his/her regular salary payments until total earnings have been paid.

- 2) A member of the bargaining unit who has exhausted his/her accumulated Sick Leave days but has returned to work would have an amount equal to his/her daily rate deducted from his/her payroll check if additional Sick Leave days are taken during any two week period in which accumulated Sick Leave days were not earned to cover the Sick Leave.

Payment of Health Care Package –

The Board of Education will continue its share of payment for the Health Care Package to provide one complete month of coverage following the month earnings are exhausted. The member of the bargaining unit may continue these plans through the group at his/her expense during a Medical Leave.

Sick Leave Verification –

All staff must sign a certificate of absence when Sick Leave is used. If the staff member was attended by a physician, the Board of Education may require the physician's name, address, and dates attended included on the certificate.

SICK LEAVE PROCEDURE IS A PART OF THE TOTAL LEAVE PACKAGE.

**F. Medical Leave**

Right to Leave --

When Sick Leave is exhausted a member of the bargaining unit shall, upon request, be granted Medical Leave without pay. If leave begins prior to January 1, such leave shall have maximum duration of the balance of the school year. If leave begins January 1 or after, such leave shall have a maximum duration of the balance of the school year and the subsequent school year.

Extension of Leave –

- 1) A member of the bargaining unit desiring to extend a leave into the subsequent school year, shall, by April 1, submit a written request plus doctor's recommendation to the Superintendent. Extensions to the time limitations stated above, may be made at the discretion of the Board.
- 2) The Board reserves the right to require an independent medical opinion on request. Expenses of the Board approved medical opinion and mileage shall be paid by the Board.

Restrictions –

Sick Leave shall not accrue during a Medical Leave.

Right to Return From Leave –

If a member of the bargaining unit on Medical Leave gives the Superintendent proper notification by April 1 of his/her desire to return to active employment, he/she shall be assigned, not later than the beginning of the first semester to the same classification area he/she held at the time the leave commenced.

Retirement Payments to SERS –

During the period of the leave the member of the bargaining unit may contribute or purchase service to the State Employees Retirement System as provided by Section 3307.512 of the Ohio Revised Code.

Payment of Health Care Package –

The Board of Education will continue its share of payment for the Health Care Package to provide one complete month of coverage, following the month total earnings to a member have been paid. The member of the bargaining unit may continue the Health Care Package through the group at his/her expense.

Payment for Substitute --

The Board of Education will be responsible for the pay of the substitute.

MEDICAL LEAVE PROCEDURE IS A PART OF THE TOTAL LEAVE PACKAGE.

**G. Parental Leave**

A Parental Leave of absence without pay shall be granted a member of the bargaining unit for the purpose of child bearing and/or child rearing.

Length of Leave --

If leave begins prior to January 1, such leave shall have maximum duration of the balance of the school year. If leave begins January 1 or after, such leave shall have a maximum duration of the balance of the school year and the subsequent school year.

Eligibility for Leave

A member of the bargaining unit will be entitled, upon request, to a leave to begin at any time between the birth of the bargaining unit member's child and one (1) year thereafter. Said employee will notify the Superintendent in writing of his/her desire to take such leave, and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin.

**Eligibility for Adoption/Parental Leave/Unpaid**

**A member of the bargaining unit requesting leave under this heading is subject to all of the limitations outlined above under Parental Leave. A member of the Bargaining Unit adopting a child will be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirement of adoption. Said employee will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give notice at least thirty (30) days prior to the date on which his/her leave is to begin.**

**Eligibility for Adoption/Parental Leave/Paid**

**Paid adoption leave will only be granted in a block of ten (10) consecutive work days with three (3) days designated as Leave without Pay. Paid adoption leave will only be available to adopt a child who is less than 5 years of age at the time of the adoption. The seven (7) consecutive paid work days (10 minus the 3 Leave without Pay) will first be deducted from and exhaust the employee's administrative leave for the school year of the request with the remainder deducted from any available sick leave.**

Right to Return From Leave --

A member of the bargaining unit shall have the following Rights to Return from Leave:

- 1) Between the time the leave is requested and one calendar week following the delivery date or the anticipated date of receipt of an adopted child, the member may cancel the leave upon written notification to the Superintendent. If the time limit of one calendar week following the delivery date or date of receipt of an adopted child occurs on a Saturday, Sunday, or Board-recognized holiday, the leave may be canceled not later than the weekday following the one calendar week.
- 2) Upon return to active duty after a leave, an employee shall be returned to the same position the employee occupied prior to the leave if said position has not been abolished. If the position has been abolished the Reduction-in-Force procedure shall be followed.
- 3) Individuals on leave shall notify the Superintendent by letter of plans for the coming school year by April 1 preceding that school year.
- 4) A member of the bargaining unit desiring to return early during a leave of absence shall notify the Superintendent in writing at least thirty (30) days prior to the requested date of return. The individual may be required to wait until the beginning of the next semester before returning to work, as determined by the Superintendent.
- 5) In the interest of maintaining continuity of instruction, a member may be required to wait until the beginning of the next grading period before returning to work following the completion of an approved leave, as determined by the Superintendent.

Salary Adjustment --

The Treasurer would continue regular salary payments to a member until unpaid earnings have been paid following the beginning of a leave.

Retirement Payments to SERS --

During the period of the leave the member may contribute or purchase service to the State Employees Retirement System as provided by Section 3307.512 of the Ohio Revised Code.

Payment of Health Care Benefits --

The Board of Education will continue its share of payment of the health care package to provide one complete month of coverage following the month earnings are exhausted. The member may continue these plans through the group at his/her expense during a Parental Leave.

Restrictions --

Sick Leave will not accrue during Parental Leave.

PARENTAL LEAVE PROCEDURE IS A PART OF THE TOTAL LEAVE PACKAGE.

**5014 JURY DUTY**

Employees are encouraged to serve on jury duty as an act of public duty. The employee will be paid the difference between the employee's regular compensation and the remuneration received for the serve as a juror (Section 3313.311 R.C.). The Associate Superintendent and the appropriate Supervisor shall be notified promptly when a summons is received.

**5015 EPIDEMICS, "SNOW DAYS", OR PUBLIC CALAMITY**

In the event the Superintendent has canceled the secondary and/or adult day school due to inclement weather, all first shift members of the classified bargaining unit with the exception of maintenance personnel assigned snow removal responsibilities will not report to work. Second and third shift classified personnel will report to work unless excused by the Superintendent or his designee due to inclement weather.

In the event the Superintendent has canceled the secondary and/or adult school due to a health epidemic or public calamity, (e.g. loss of water, electrical power, heat or other occasion making the building uninhabitable for purposes of work), all classified members of the bargaining unit on all shifts will be excused from work, but paid at their regular daily rate until such time as school reopens. During a period of school closing due to epidemic or public calamity, security personnel shall be paid their overtime rate for regular hours they are scheduled to work until school reopens.

The Superintendent shall annually notify the President of the Bargaining Unit of the radio stations on which the secondary and/or adult school closing will be announced.

**5016 RETIREMENT**

A retirement payment of 30 percent on the maximum accumulation of unused sick leave days will be awarded to an employee with ten year of service or more at the Wayne County Schools Career Center. The employee must provide proof of retirement before the payment is made.

**DEFINITIONS:**

Retirement will be the guideline as used by SERS

**5017 WORKMAN'S COMPENSATION**

Employee may recover from State Workman's Compensation for accidental injuries received while on school property subject to rules and regulations of the Department.

## 5018 GRIEVANCE PROCEDURE

### DEFINITIONS

- Complaint: dissatisfaction, or a disagreement involving a circumstance or condition. It may involve a member or a group of members.
- Complainant:** shall be an individual member of the bargaining unit acting on his or her own behalf or the Association acting on behalf of a member or group of members of the bargaining unit.
- Grievance: is an alleged violation of, misinterpretation of, or misapplication of the terms of this contract.
- Grievant: shall be an individual member of the bargaining unit or the Association acting on behalf of members of the bargaining unit.
- Days: shall mean actual working days.
- Rights of Complainant or Grievant: the lodging and resolving of grievances shall be the right of each member of the bargaining unit acting on his or her own behalf and the Association acting on the behalf of a member or members of the bargaining unit. However, the resolution of any complaint or grievance shall not be inconsistent with the terms of this contract.

#### **A.** - Complaint, **Formal**

Within twenty (20) days of the time the complainant knew of the alleged dissatisfaction or disagreement, complainant shall make a written request for a meeting with the appropriate Supervisor in an attempt to resolve the problem. The written request shall clearly state whether the complainant is an individual employee or the Association acting on behalf of a member or members of the bargaining unit.

The employee shall discuss the complaint with the appropriate immediate Supervisor who shall attempt to effect a solution. If the complainant is not satisfied with the solution, the complainant shall discuss the complaint with the Associate Superintendent, who shall attempt to effect a solution. If the complainant is not then satisfied with the solution, the complainant shall discuss the complaint with the Superintendent. The decision of the Superintendent is expected to be the completion of the complaint procedure.

If the complaint is not initiated within 20 working days from the time the complainant learned of the complaint, the complaint and any subsequent right to grievance regarding the alleged dissatisfaction or disagreement are expressly waived by the complainant as an individual and the Association acting on behalf of a member or group of members of the bargaining unit.

At all levels of processing the complaint, all parties are encouraged to act as rapidly as possible. The Complaint Procedure is expected to be completed within 20 working days.

If the complainant is dissatisfied with the outcome following the completion of complaint procedure, the complainant may initiate a grievance by submitting Form A in writing to the appropriate Area Supervisor. The initiation of this grievance must take place within 20 working days following the completion of complaint procedure, otherwise any right to grievance is expressly waived.

In situations involving school issues not specific to any one individual or area the Bargaining Unit President and the Superintendent may agree to meet directly to attempt to affect a solution to an issue. Any such meeting between the Superintendent and Bargaining Unit President starts the 20 day Complaint Procedure clock.

## FORMAL PROCEDURE

### B - Grievance, *Formal*

Step 1. Within five (5) days of the receipt of the Grievance Report Form, *Form A* the immediate Supervisor shall meet with the grievant. The immediate Supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant and the Superintendent

No records will be placed in any employee's file as a result of Step 1 of the procedure.

Step 2. If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within five (5) days of such disposition, submit Report Form and disposition to the *Associate Superintendent* who shall within five (5) days meet with the grievant. Within five (5) days of this meeting, the *Associate Superintendent* shall write a disposition of the grievance and forward a copy to the grievant, the Association, and the immediate Supervisor.

Step 3. If the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant shall within five (5) days of such disposition, submit Report Form and disposition to the Superintendent who shall within five (5) days meet with the grievant. Within five (5) days of this meeting, the Superintendent shall write a disposition of the grievance and forward a copy to the grievant, the Association, and the immediate Supervisor.

In the event it is necessary to take Step 2 disciplinary action against an employee, a notice in ordinary and concise language shall be sent to the employee specifying the acts and/or omissions upon which the disciplinary action is based.

Step 4. If after receiving the decision of the Superintendent, the aggrieved employee or group of employees is not satisfied, the employee or group of employees may, within ten (10) days, appeal in writing to the Board of Education for a formal hearing. The formal hearing shall be held within twenty (20) days from the date the Board of Education receives the written request. The Board of Education will render its decision in writing to all parties concerned within *ten (10) working* days of the formal hearing.

#### *The following rules will apply for the Board Hearing:*

*a) The Association or the grievant may bring to the hearing any witnesses they believe are relevant to the grievance. The Board Hearing will be held in Executive Session. Both sides will be permitted sixty (60) minutes of witness testimony before the Board. Both sides will be required to submit the balance of any testimony beyond sixty (60) minutes to the Board in writing at the conclusion of the meeting*

*b) Neither party will bring legal counsel to the Board hearing.*

- c) Each party will have the right to present their case to the Board without any representatives from the other party being present.
- d) At this level, neither party shall have the right to cross examine witnesses from the other side, but the Board will have the right to ask any and all necessary questions from each side during that party's sixty (60) minute witness presentation.
- e) The Association and Superintendent shall notify each other at least 48 hours in advance of the hearing of the names of the witnesses and representatives from each side who will attend the hearing.
- f) This procedure is intended to neither limit the Association's nor the Board's right to representation should the matter progress to arbitration.

Step 5. Arbitration.

1. If the grievant(s) is/are not satisfied with the written disposition of the grievance by the Board, or if no disposition has been made within ten (10) school days after the date of filing with the Board, whichever is later, the grievance may be submitted to arbitration.
2. The Superintendent or his/her designee and the Association President or his/her designee will meet within five (5) school days to attempt to mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, either party, individually or jointly, shall request a list of seven (7) names of experienced arbitrators from the Federal Mediation and Conciliation Service.
3. Upon receipt of this list, the Superintendent or his/her designee and the Association President or his/her designee shall meet within ten (10) school days to select the arbitrator. The arbitrator shall be selected by alternately striking names, with the party who strikes the first name being determined by the flip of a coin. If either party or both of the parties find the list to be unacceptable, another list may be requested from the Federal Mediation and Conciliation Service. Upon the receipt of this final list, the arbitrator shall be selected in the above fashion by the alternate striking of names.
4. Upon selection of the arbitrator, a hearing date(s) shall be set pursuant to Federal Mediation and Conciliation Service administrative procedures and the hearing shall be conducted according to the arbitration rules of the Federal Mediation and Conciliation Service.
5. The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.

6. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this negotiated agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law.
7. The cost of the arbitrator will be paid by the Board if the decision is in favor of the grievant. If the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, which shall be stated by the arbitrator's decision report, then the cost of arbitration will be divided equally between both parties. All other costs shall be borne by the party incurring said costs.

FORM A - Grievance

Wayne County JVSD

Revised 7/1/90

Grievance Report Form

(To be filed in triplicate)

Grievance # \_\_\_\_\_

Date Filed \_\_\_\_\_

Name of Aggrieved \_\_\_\_\_

Assignment \_\_\_\_\_

STEP ONE

(Submitted to Immediate Supervisor)

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance:

2. Relief Sought:

C. \_\_\_\_\_  
Signature of Aggrieved Date

D. Disposition by Supervisor:

\_\_\_\_\_  
Signature of Supervisor Date





**5019 MISCELLANEOUS ITEMS**

1. Association Meetings - WCJVSEA, Inc. members who are classified personnel will be permitted to attend no more than two general meetings per year of 45 minutes in length between 3:00 PM and 4:00 PM on a scheduled work day without loss of pay. WCJVSEA, Inc. Executive Committee members will be permitted to attend one (1) Executive Committee meeting per month during the school year between 3:00 PM and 4:00 PM providing:
  - a. The notice of the time and date of the meeting has been provided the Superintendent at least five (5) days prior to the meeting, and
  - b. Actual time in attendance at the meeting taken from the work day is made up within ten (10) working days before and/or after the date of the meeting in no smaller than 15 minute increments, and
  - c. No deadlines affecting school reports which impact funding or compliance with state minimum standards will be missed as a result of the classified person being absent from their duty station.

**5020 UNIFORM PROTECTIVE CLOTHING**

Maintenance custodians will be provided no more than two (2) uniforms per year through Central Supply.

Protective smocks will be available through Central Supply for custodians and for classified secretarial personnel who are required to do printing on the offset press as part of their assigned duties. Cooks will be provided protective aprons.

The above garments are the property of the Board of Education.

**5021 TB. TESTS**

All employees of the Wayne County Schools Career Center Board of Education shall avail themselves of an approved TB. Test. The results of the test shall be on file with the school nurse.

**5022 CLASSIFIED VOLUNTARY PROFESSIONAL GROWTH PROGRAM**

AIM: To encourage the classified staff of the Wayne County Schools Career Center to advance professionally above and beyond the minimum requirements for obtaining employment.

The program shall provide remuneration of \$600 after July 1, 1991 - this growth increment is permanently added to the individual's contract when qualifications set forth by the program are met.

5022 CLASSIFIED VOLUNTARY PROFESSIONAL GROWTH (continued)

A growth increment amount continues throughout the classified employee's employment and is in addition to the normal salary according to the salary schedule.

EVALUATION COMMITTEE:

The committee shall be composed of:

1. The Superintendent or his appointed representative,
2. One (1) Supervisor elected by secret ballot by classified personnel for a three-year term,
3. Two (2) classified staff members elected by secret ballot by classified personnel for a three-year term.

The committee may invite consultation of a statistical or special nature when needed to evaluate research projects. It may also request the appearance of the applicant.

CLASSIFIED PERSONNEL REQUIREMENTS:

Any person requesting remuneration through the Wayne County Schools Career Center Professional Growth Program must complete the required forms. It is the applicant's responsibility to initiate and complete all forms, submit substantiating evidence, and present them to the evaluation committee prior to December 31 if the work is to be counted for payment on the current school year.

CREDIT POINT;

Fifteen (15) credit points shall be required for each increment. The first increment may be earned with no minimum time restriction. Subsequent growth periods require a minimum of four (4) consecutive years. All points must be earned while employed at the Wayne County Schools Career Center.

MEANS OF ACQUIRING CREDIT POINTS:

- I. Increasing of Knowledge of Skills (Maximum points - 10)
  - A. Workshops 15 in-class clock hours equal one point.
  - B. Evening or Adult Courses 15 in-class clock hours equal one point
  - C. College Courses 1 credit hour of college credit equals one point

All workshops, classes, or courses must be related to the staff member's occupation.

- II. Professional Organizational Activities (maximum points - 2)
  - A. Committee chairman ..... 1 point
  - B. Major committee member ..... 1/2 point
  - C. Association officer ..... 1 point

## 5022 CLASSIFIED VOLUNTARY PROFESSIONAL GROWTH (continued)

## Guidelines for Candidates—July 1, 1991 continued:

3. It is expected that the candidate will submit his application in a scholarly fashion. Materials shall be returned to the candidate if the materials are not legible, not well-organized, not well-composed, or not containing evidence of activity.
4. All applications must be submitted with transcript (or photocopies) of college credit or other evidence of the activity. All material must be submitted prior to December 31 if the work is to be counted for payment on the current school year contract.
5. It is expected that the application will explain how each activity has been helpful in one or more of the following ways: (1) increased job efficiency; (2) professional growth; and (3) community service.
6. No points will be awarded if the board has already contributed toward an activity, such as partial reimbursement of instructional or curriculum workshop (mileage, lodging, registration, etc.); or if the activities, such as work experience are undertaken during time already under contract.
7. Time spent working on job related activities outside the scheduled day should meet one or more of the criteria listed in Guideline 5 above. The applicant shall include the number of hours spent per year working on job related activities.
8. Educational travel applications must show detail applicability to one or more points in Guideline 5 above.
9. Published professional writing means near verbatim material used by another school system, institution, or publication firm in print, acknowledging the writer of the Wayne County Schools Career Center as the source.
10. Assigned a co-op student for training for a semester or who on their own time works with a WCSCC student(s) in an extra curriculum activity for one year. A detailed explanation of what the activity was has to be verified and submitted for evaluation. A training plan may be used if appropriate for the activity involved.
11. Civic activities are interpreted to be service in formal organizations in the Career Center District: i.e., Kiwanis, American Legion, Farm Bureau, Hospital Auxiliary, etc.
12. An activity can be counted in only one category.
13. Credit points can only be accrued while the candidate is employed by the Wayne County Schools Career Center.  
  
All employees entitled to receive paid benefits by reason of their employment, even though they may work part-time, qualify to apply for VPG.
14. All materials for evaluation should be turned in to the Superintendent's secretary and become the property of the Wayne County Schools Career Center.

**I. IMPLEMENTATION AND AMENDMENTS**  
This agreement shall become effective upon approval by the Association  
Classified employees and the Board. This document may be amended by mutual  
agreement of the Board and the Association.

**ASSOCIATION**

**BOARD OF EDUCATION**

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Pres.

\_\_\_\_\_  
Pres.

\_\_\_\_\_  
Supt.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

WAYNE COUNTY JOINT VOCATIONAL SCHOOL )  
DISTRICT BOARD OF EDUCATION )

-AND-

WAYNE COUNTY JOINT VOCATIONAL SCHOOL )  
EDUCATION ASSOCIATION - CLASSIFIED UNIT )

CASE NO. 99-MED-05-00638

FACT FINDER ROBERT STEIN

**PREHEARING STATEMENT ON BEHALF OF THE ASSOCIATION**

For the Association  
Richard C. Schneider  
Labor Relations Consultant  
4111 Bradley Circle, N.W.  
Suite 150  
Canton, Ohio 44718  
800-221-7427 OHIO  
330 492-1648 INTERNATIONAL  
330-492-0837 FAX

**1. NAME, ADDRESS, AND TELEPHONE NUMBER OF PRINCIPAL REPRESENTATIVE:**

Wayne County Joint Vocational School Education Association

Richard C. Schneider  
Labor Relations Consultant  
4111 Bradley Circle, N.W.  
Suite 150  
Canton, Ohio 44718  
1-800-221-7427 OHIO  
1-330-492-1648 INTERNATIONAL  
1-330-492-0837 FAX

**2. DESCRIPTION OF THE BARGAINING UNIT:**

The Classified staff bargaining unit of approximately 30 persons consists of the support staff of the Wayne County Joint Vocational School District (commonly called "Wayne County Career Center") such as secretaries, custodians, maintenance employees, cooks, attendance officer, Time Out Room Specialist, Student Activities Liaison Coordinator, Central Supply Manager, Study Hall Monitor, Secretaries to the Principal, Vocational Supervisors, and Supervisors of Academic, Curriculum and Special Needs. Excluded are the Superintendent, Treasurer, Assistant Treasurer, Secretary to the Superintendent, Secretary to the Associate Superintendent, Directors, Secretaries/Account Clerks to the Treasurer, full-time Classroom Teachers, Guidance Counselors, full-time Coordinators, full-time Adult Education Instructors, School Nurse, Building & Grounds Supervisor, all Student, Seasonal, Casual and "As Needed" Employees.

**3. DATE OF CERTIFICATION:**

SERB certified the Wayne County Joint Vocational School Education Association's Classified Unit on August 21, 1991 under SERB Case No. 91-REP-03-0068.

**4. COPY OF CURRENT COLLECTIVE BARGAINING AGREEMENT:**

The current collective bargaining agreement with the term of July 1, 1996 through June 30, 1999 was attached to the Notice to Negotiate and additional copies will be provided at the fact-finding hearing.

**5. FUNCTION OF THE EMPLOYER AND EMPLOYEES IN THE BARGAINING UNIT:**

The Board is a body politic created by the statutes of Ohio to provide a free public education to the youngsters residing in Wayne County Schools and specializes in providing a myriad of career programs through the Joint Vocational School District Statute to the participating K-12 school districts of Chippewa Local, Rittman Exempted Village, Green Local, Southeast Local, Dalton Local, Orrville City, North Central Local, Northwestern Local, Wooster City, and Triway Local School Districts.

However, unlike the K-12 school districts, the Board of Education is not elected by the public. Instead the Board of Education is made up of members of Board's of Education of the participating school Districts.

The Joint Vocational School District is housed in a modern facility located in Green Local Schools. The participating K-12 school districts are responsible for transporting junior and senior class students who enroll in the Joint Vocational School District to and from resident school district to the School Building located in Green Local Schools.

Wayne County is now home to more than 150 area industries producing items from rubber product, jams, jellies, to brushes, film, ice cream and trucks. The most notable major corporations located in the county are Newell Rubbermaid, J.M. Smucker Company, Bell and Howell, Frito Lay, Wooster Brush, United Titanium, Luk, Magna Fab, Wilburt Manufacturing, Wooster Motor Ways Distribution, Faline Designs, among many others that supply castings in iron, steel, magnesium, ductile iron, brass, bronze, and aluminum, and has pattern shops, assembly plants, and machine shops where such products can be shaped and completed. It also boast several metal-forming shops that manufacture truck bodies, and parts, and well drilling and other equipment, which is shipped throughout the world.

The Wayne County Joint Vocational School District, most often referred to as the Wayne County Career Center boasts of complete course offerings in carpentry, engineering, auto, nursing, dental, cosmetology among others as well as a regular academic program.

The Career Center receives funding from the entire county tax base.

The functions of the employees in this unit are to assist those who educate, counsel, teacher, and supervise through the positions as secretaries, cooks, custodians, maintenance workers, monitors, and coordinators.

#### 6. DATES OF NEGOTIATIONS FOR THIS CONTRACT AND BARGAINING HISTORY:

The current bargaining teams are the same for certified unit bargaining (99-MED-05-0537) as is for this classified unit bargaining, the instant case. The bargaining teams have met over the proposals for both units for only five (5) times in negotiations sessions from January 20, 1999 through the date of this writing. There was another meeting or two after negotiations were broke off by the Board for the certified unit, but negotiations for the classified were not fruitful.

The dates and lengths of meetings are listed below.

January 20, 1999 – Certified Negotiations lasted 58 minutes  
Classified Negotiations lasted 66 minutes

February 3, 1999 – Certified Negotiations lasted 65 minutes  
Classified Negotiations lasted 28 minutes

February 17, 1999 – Certified negotiations lasted 100 minutes  
There were no classified negotiations.

March 3, 1999 - Certified Negotiations lasted 45 minutes and the Board Presented their LAST and FINAL offer.  
Classified Negotiations lasted 45 minutes

March 17, 1999 – Certified Negotiations lasted 10 minutes  
Classified Negotiations lasted 50 minutes

Research indicates that THERE ARE NO TENTATIVE AGREEMENTS on any item due to the Board's insistence that nothing be initialed as required by the Negotiated Agreement. Thus, the Association submits its last and final offer for this fact finding.

It should be noted that the Certified Unit is also at fact finding set to commence October 11, 1999 before Fact Finder James Rimmel.

Finally, the Association sought, but was rebuffed by the Board in having one fact finding and/or one

factfinder for both cases.

Below is a summary of the Association's LAST AND FINAL OFFER for this classified unit broken listed by Issue # many of which have several parts.

***Bold Italics indicates a change from the current contract and strike-throughs a deletion from the existing contract.***

**ISSUE #1 - I. AGREEMENT**

The Association proposes a one year agreement from July 1, 1999 to June 30, 2000.

**Issue #2 - II. RECOGNITION**

**Issue 2a** - The Association proposes the following change in recognition

***"Included in the appropriate unit are all full-time non casual support staff, i.e. ..."***

**Issue 2b** - The Association proposes the following change in recognition

***"... Secretaries, Custodians, Maintenance Employees, Cooks, Attendance Officer, Time Out Room Specialist, Student Activities Liaison Coordinator, Central Supply Manager, Study Hall Monitor, Secretary to the Principal and Vocational Supervisors, and Secretary to the Supervisor of Academics, Curriculum and Special Needs, and full-time secretaries to administrators who are not specifically excluded below."***

**Issue 2c** - The Association proposes the following change in recognition

**Excluded: Superintendent, Treasurer, Assistant Treasurer, Secretary to the Superintendent, Secretary to the Associate Superintendent, Directors, Secretaries/Account Clerks to the Treasurer, full-time Classroom Teachers, Guidance Counselors, full-time Coordinators, full-time Adult Education Instructors, School Nurse, Building & Grounds Supervisor, all Student, Seasonal, Casual and "As Needed" Employees. All newly hired full-time classified Adult Education staff after July 1, 1994.**

**Issue 2d** - The Association proposes the following change in recognition

**The Board and the Association, through their respective representatives, shall negotiate on all mandatory subjects of bargaining wages, benefits, hours, terms and other conditions of employment.**

**Issue #3 - III. DUES/FEE DEDUCTIONS**

The Association proposes the following change.

***"Any qualified personnel employed full time by the WCJVSD Board of Education, who is eligible to be a member of the Association WCJVSEA, Inc., may have the WCJVSEA, Inc. dues paid dues or fair share fees deducted through a payroll deduction plan set up in the Treasurer's Office. The Association shall present in writing to the Board Treasurer the amount to be deducted for dues or fees by September 1<sup>st</sup> of each year by name or within 60 days of employment which ever is earliest. Deductions shall be equally made over the remaining pays in the year. The Association shall hold the Board harmless for any matter regarding collection of dues or fair share fee, except the Association will not be required to pay any counsel not selected by the Association."***

**Issue #4 - IV. PROCEDURE FOR CONDUCTING NEGOTIATIONS**

The Association proposes the following change in section B. Change date from "December 15" to "November 15" and change date from "January 4" to "December 15"

**Issue #5 - CLASSIFIED NEGOTIATIONS AGREEMENT**

The Association proposes to have the duration go from "July 1, 1998" to "June 30, 2000", and to change "WCJVSEA" to "Association".

**Issue #6 - MANAGEMENT RIGHTS**

**Issue 6a** - The Association proposes to add at the end of the first paragraph "subject to the terms of this Master Agreement".

**Issue 6b** - The Association proposes to delete the following paragraph.

~~On or before October 1st of each contract year, the Association shall submit to the Office of the Superintendent the number of classified employees who have actually joined the Association.~~

**Issue #7 - ASSOCIATION RIGHTS**

The Association proposes the following two additions.

"Salary payment and deductions per Policy Section 4019 which shall be included *herein*."

*"The Board and Association shall equally share in the cost of printing of the Master Agreement in sufficient numbers and in 4x5.5" size for all the members of the Association, administration and the Board plus 15 additional copies each for the Board and Association. As new employees are hired, the Board shall provide such persons upon employment a copy of the applicable Master Agreement."*

**Issue #8 - INDIVIDUAL RIGHTS**

The Association proposes the following update.

"1. All personnel eligible under the previous contract agreement (*July 1, 1998 to June 30, 1999*) for membership are grandfathered under this contract."

**Issue #9 - STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR**

The Association proposes the following five changes

**Issue 9a** - "Disciplinary action shall consist of five (5) progressive steps *and shall only be for just cause.*"

**Issue 9b** - "Third Step: Suspension of up to 3 work days *WITH OR* without pay"

**Issue 9c** - "Fourth Step: Suspension of up to 10 work days *WITH OR* without pay"

**Issue 9d** - "The following provisions apply beginning with the *First Step: All employees will be given one school day advanced written notice of such meeting.*"

**Issue 9e** - "All employees shall have the right to have a ~~WCJVSEA, Inc., member representative(s)~~ *present as a witness representation of his/her choice* at any conference with the Administration."

**Issue #10 - 5001 DEFINITION OF CLASSIFIED EMPLOYEES**

The Association proposes the following change.

\* The term "classified employee" refers to all employees of the ~~Wayne County Joint Vocational School Board of Education~~ who are not required to be certified by the State Department of Education. ***INCLUDED AND EXCLUDED POSITIONS ARE LISTED UNDER SECTION II - "RECOGNITION".***

**Issue #11 - 5002 EMPLOYMENT AND CONTRACTS**

The Association proposes no change.

**Issue #12 - 5003 PAYROLL PROCEDURES**

The Association proposes the following change.

"Deductions of pay are made for authorized absence, withholding tax, hospitalization, employee's share of retirement contribution, *tax deferred payroll deduction to S.E.R.S. for the purchase of allowable service credit*, city tax, and other deductions approved by the Board of Education. *In addition a payroll deduction will be made available per the provisions of H.B. 15, purchased of certain refunded credit, if and when those provisions are approved by the general assembly and become law.*"

**Issue #13 - WORK DAY AND YEAR**

The Association proposes no change.

**Issue #14 - 5005 CLASSIFICATION CHANGES**

The Association proposes the following change.

"When moved to a new class, the salary can be no less than the present salary, but placement on an improved scale will be at an experience level providing no more than two additional salary steps above the employee's current rate, in the new class."

**Issue #15 - NOTICE OF ANNUAL SALARY**

The Association proposes no change.

**Issue #16 - TRANSPORTATION OF EMPLOYEES**

The Association proposes no change.

**Issue #17 - CLASSIFIED SALARY SCHEDULE**

The Association proposes the following three changes.

**Issue 17a** - The Association proposes the following change in the Introduction.

"The following items are contained in the compensation plan for classified personnel. These items are as follows:

"1. Extended accumulative sick leave *equal to the maximum amount allowed for the certified staff.*"

**Issue 17b** - The Association proposes the following change to Group Hospitalization Plan

"With the exceptions noted above, the Board will pay 80% of the premium and the member will pay 20% of the premium (*but no more than any other District employee*) for each month of the contract for the BC/BS Major Medical Package or Equivalent. A member has the option to select Super Blue Select or Equivalent by paying the difference in the cost of the plan versus the cost to the Board of the regular hospitalization package. A Section 125 Plan will be offered at no cost to bargaining unit members to shelter their portion of the premium payment subject to applicable tax laws."

**Issue 17c** - The Association proposes changing Life Insurance to "\$30,000 per member"

**Issue #18 - EXPLANATION OF SALARY INDEX**

The Association proposes the following nine changes.

**Issue 18a -** The Association proposes the following deletion in paragraph 4.

~~"4. Each year of service/employment will automatically move said employee to next higher step on the grid unless an employee is given a classification change. If given a classification change said employee will remain at the same step in the salary schedule as prior to the change in classification."~~

**Issue 18b -** The Association proposes the following changes in paragraph 5.

"All maintenance and custodial personnel who are regularly assigned to work either first, second, or third shift will be paid, *In addition to their hourly rate*, \$350.00 per year as part of their regular salary for their assignment to any shift as determined by their immediate supervisor.

**Issue 18c -** The Association proposes the following addition to paragraph 5.

*"Maintenance and custodian personnel hired after the start of the year will get a prorated amount equal to one twelfth of the \$350.00 for each month they are employed during the first year."*

**Issue 18d -** The Association proposes deletion of the second part of paragraph 5.

~~At the discretion of the Superintendent, one second-shift custodial and one third-shift custodial-classified employee will be designated as shift leader. An employee so designated will be paid \$0.50 per hour over and above the regular rate of pay.~~

**Issue 18e -** The Association proposes the following changes to paragraph 7.

"7. Employees may not be assigned more than forty (40) hours per week in any seven (7) day period at the listed rate of pay. Any hours over (forty) 40 per week *including sick days, vacation days, calamity days or holidays* or over (eight) 8 hours per shift will be overtime pay."

**Issue 18f -** The Association proposes the deletion of the second portion of paragraph 7.

~~Any employee absent from work for a legitimate, recognized leave of absence during his/her regularly scheduled (40) forty hours per week shall not be required to work hours during that pay period which would normally require overtime pay.~~

**Issue 18g -** The Association proposes the deletion of the third portion of paragraph 7.

~~An employee, with the consent of their supervisor, may elect to work those additional hours equal to the amount of leave and shall receive regular rate of pay for those hours. Any hours worked beyond that shall be at overtime pay.~~

**Issue 18h -** The Association proposes the following changes to paragraph 8.

~~"8. 12:01 a.m. Monday 11:00 p.m. Sunday through 12:00 p.m. Friday 10:59 p.m. Sunday shall be the workweek."~~

**Issue 18i -** The Association proposes the addition of the following paragraph to paragraph 10.

*"It is the responsibility of each supervisor to provide an undated job description containing only duties performed on a routine and regular basis to each employee. The job description will be reviewed with the employee by the supervisor at least once a year during the employee's evaluation process."*

**Issue #19 - EQUAL EMPLOYMENT OPPORTUNITIES AND POSTINGS**

The Association proposes the following NEW section.

*The Wayne County Schools Career Center complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973 in its policies and practices of non-discrimination against students and employees on the basis on age, color, disability, national origin, race, religion, and sex.*

**Issue #20 - CLASSIFIED SALARY INDEX**

The Association proposes the following changes to the end of the current index.

*"Effective July 1, 1998, the employee's share of retirement will be sheltered by the Wayne County Joint Vocational School District Board of Education, or paid if any other district employee's is paid."*

**Issue #21 - CLASSIFIED SALARY SCHEDULE**

The Association proposes a 4% increase to all steps of the salary over current effective 7/1/99.

**Issue #21 - 5000 OVERTIME**

The Association proposes the following four changes.

**Issue 22a** – The Association proposes the following additions to paragraph 1.

*"The regular work hours of the week are those set up in the job description for each classification and each department, as specified by the Board of Education. Overtime is defined as any work time assigned beyond the employee's regular work hours. Overtime which extends a classified employee's regular work day will be assigned in 30 minute minimum time segments. A minimum of two hours overtime will be paid to classified employees when called at home to report to work to provide overtime service which is not consecutive with regular work hours. Holidays, calamity days, and hours spent on approved sick leave and personal leave shall count as hours worked for the purpose of determining eligibility for overtime."*

**Issue 22b** – The Association proposes the following changes to paragraph 6.

*"Cooks, Custodial, Maintenance/Custodial Employees: In determining who shall be called first, the evaluating supervisor shall determine which cook, custodial or maintenance/custodial bargaining unit member(s) has/have the requisite skills/seniority to complete the overtime assignment."*

CONTINUED

**Issue #21 - 5009 OVERTIME - CONTINUED**

**Issue 22c** - The Association proposes the following addition to paragraph 8.

"Custodial, *maintenance/custodial* bargaining unit employees who refuse an overtime assignment will not be called again until all other custodial bargaining unit employees have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit custodial employees so long as the efficiency of the operation of the district is not compromised through undue expense. Records of custodial overtime will be kept in the Office of the Treasurer, and will be available to custodial bargaining unit members within one working day following their request."

**Issue 22d** - The Association proposes the following changes to paragraph 13.

"Overtime shall be paid at not less than 1 and 1/2 times the employee's regular rate of pay. *Holidays, calamity days, and hours spent on approved sick leave and personal leave shall count as hours worked for the purpose of determine eligibility for overtime.* When possible, time off shall be granted at 1 and 1/2 times (ninety minutes or fraction, thereof) for each overtime hour worked and shall be granted within three months of the date of the overtime, on approval in writing by the immediate supervisor authorizing the overtime. Otherwise, such work shall be paid at not less than 1 and 1/2 times the employee's regular rate of pay. The employee may, with the approval of their immediate supervisor, elect time off instead of overtime pay."

**Issue #23 - PAID HOLIDAYS**

The Association proposes the following 3 changes in paragraph 1.

Section 3319.087 Notwithstanding Section 3319.086 of the Revised Code, all members of the bargaining unit, whether salaried or compensated on an hourly or per diem basis, are entitled to a *minimum of seven and a maximum of eleven* of the following holidays for which they shall be paid their regular salary or their rate of pay provided such holidays fall during ~~the normal work week of any day in a month worked by the employee:~~ New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day. When any of such employees is required by their immediate superior to work on any of the paid holidays, they shall be granted compensatory time off ~~for which they shall be paid their regular salary or at their regular rate of pay~~ at *2 1/2 times the time worked or paid overtime at a rate of 2 1/2 times their normal rate.*

**Issue #24 - VACATION TIME**

The Association proposes the following new 8 paragraphs at the beginning of this section.

***Vacation for Ten (10), Eleven (11), and Twelve (12) Month Employees***

***The entitlement of non-teaching employees to paid vacation will be governed by the following:***

***To be considered eligible for vacation, an employee's contract days, as indicated on the salary notification form (excluding school vacations, holidays, and other interruptions of the work schedule), will be as follows:***

CONTINUED

**Issue #24 - VACATION TIME - CONTINUED**

*10 month employee - 200-219 days*

*11 month employee - 220-239 days*

*12 month employee - 240-260 days*

*All bargaining unit members that are ten (10) month employees are entitled to ½ (one-half) vacation day for each 5 (five) days worked over 184 days.*

*All bargaining unit member that are eleven (11) and twelve (12) month employees are entitled to full vacation benefits.*

*Assigned days for non-teaching personnel on less than a twelve (12) month contract shall be the approved school calendar plus sufficient days to total their required contract days. Days worked over approved school breaks will be mutually agreed upon between the employee and their supervisor to assure adequate coverage of the district operations.*

*All current employees shall maintain their 1998-99 school year total number of contract days unless change is by mutual consent of the employee and administration.*

**Issue #25 - REDUCTION IN FORCE**

The Association proposes the following addition to paragraph C.

*\*C. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. Each employee to be laid off shall be given 2 weeks advance written notice stating the effective date of the intended layoff.*

**Issue #26 - PERSONAL LEAVE**

The Association proposes changing "administrative" leave to "personal" leave and makes the following four changes to the section titled "5013 Leaves" which is administrative leave.

**Issue 26a** - The Association proposes the following changes to the second paragraph.

Employees using partial days for leave will have days divided into quarter of a day according to the following schedule:

Arrival on or before **10:00 a.m.** will equal one quarter of a day

Arrival on or before **12:00 noon** will equal one half day

Arrival on or before **2:00 p.m.** will equal three quarters of a day

**Issue 26b** - The Association proposes the following changes to the third paragraph.

Attendance by members of the bargaining unit is critical to supporting the Board adopted Philosophy and achieving the Board adopted Objectives of the Wayne County Joint Vocational School District. ~~As outlined below, an attendance incentive provision is provided to encourage good attendance.~~ *Any unused personal leave at the end of any school year will be converted to sick leave at the rate of one day of administrative leave equals one day of sick leave. supervisor.*

CONTINUED

**Issue #26 - PERSONAL LEAVE - CONTINUED**

**Issue 26c** - The Association proposes the following changes to section A.

**A. Administrative Personal Leave Days, Non-restricted****Right To Leave** -

Each member of the bargaining unit shall, upon appropriate notice to the Superintendent, be granted without loss of pay, a maximum of three (3) days of non-accumulative **Administrative Personal Leave Days** per school year. All **Administrative Personal Leave Days** are nonrestrictive.

**Notice of Intent to Use Leave** -

Notice of intent to use **Administrative Personal Leave** shall be provided by the member of the bargaining unit completing and delivering to his/her immediate Supervisor the prescribed form at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice of the intent to use **Administrative Personal Leave** shall be made to the immediate Supervisor as soon as possible. The Supervisor shall forward the notice to the Superintendent for final approval.

**Issue 26d** - The Association proposes the following NEW restrictions to be placed after Section A

**RESTRICTIONS**

*No more than six percent (6%) of the classified bargaining unit members may use personal leave on any given day on a first come, first served basis. An exception to the 6% provision would be if an employee is subpoenaed to appear in court as a witness in the line of public duty. No personal leave may be requested prior to the start of the employee's contract year for which it is being requested. No personal leave may be requested until the employee begins work on their new contract year.*

*All personal leave requests will be delivered by the person requesting leave to the Office of the Associate Superintendent to be date and time stamped prior to delivery to the appropriate supervisor.*

*Bargaining unit members who retire or resign prior to completing at least 120 work days will not be entitled to take all three administrative personal days.*

*Resigning prior to 60 work days equals zero administrative personal leave days.*

*Resigning after 60 work days, but less than 80 work days equals one administrative personal leave day.*

*Resigning after 80 work days, but less than 120 work days equals two administrative personal leave days.*

**Issue #27 - LEAVE WITHOUT PAY**

The Association proposes the following NEW article.

*A member of the bargaining unit may apply for leave without pay. Notice of the request to use leave without pay shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor a leave request form at least five (5) days in advance of the anticipated absence. ~~Granting of such leave is not automatic and shall be made at the discretion of the immediate supervisor.~~ Leave without pay shall be granted in one half or one day increments. Leave without pay shall not be granted for more than five (5) days in any given school year.*

**Issue #28 - B. Professional Leave**

The Association proposes no change.

**Issue #29 - C. Association Leave**

The Association proposes the following change in the Notice of Intent to Use section.

The ~~Executive Committee of the WCJVSEA, Inc.~~ *Association President* shall notify the Superintendent of the use of such leave by completing and delivering to him Form C for the designated Association member(s). Except in cases of emergency, such notice shall be provided at least five (5) days in advance of the intended absence.

**Issue #30 - D. Assault Leave**

The Association proposes no change.

**Issue #31 - E. Sick Leave**

The Association proposes the following change in paragraph 1) of Accumulation.

1) All employees of the Board of Education shall accrue Sick Leave at the rate of one and one-fourth days per month. A maximum of fifteen (15) days will be allowed per year. The total number of accumulated Sick Leave days for this contract period is 274 ~~or equal to the maximum amount allowed~~ for certified staff.

**Issue #32 - F. Medical Leave**

The Association proposes no change.

**Issue #33 - G. Parental Leave**

The Association proposes the following additions under Retirement Payments to SERS.

During the period of the leave the member may contribute or purchase service to the State Employees Retirement System as provided by Section 3307.512 of the Ohio Revised Code. *In order to take a parental leave, the bargaining unit member shall reimburse the Board for the amount of its contributions for any service credit so purchased according to the following schedule:*

<i>Years of Experience in the District</i>	<i>% of Reimbursement</i>
<i>Less than 2 years</i>	<i>100%</i>
<i>2 Years</i>	<i>75%</i>
<i>3 Years</i>	<i>50%</i>
<i>4 Years</i>	<i>25%</i>
<i>5 or More Years</i>	<i>0%</i>

**Issue #34 – 5014 Jury Duty**

The Association proposes the following additional paragraph at the end of the section.

*Employees who are subpoenaed to appear in court as a witness because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board. Leave will not be deducted from any other type of leave.*

**Issue #35 – 5015 EPIDEMICS, "SNOW DAYS", OR PUBLIC CALAMITY**

The Association proposes the following two changes.

**Issue 35a** – The Association proposes the following changes in the 1<sup>st</sup> paragraph.

*In the event the Superintendent has canceled the secondary and/or adult day school due to inclement weather, all **first shift** members of the classified bargaining unit with the exception of maintenance personnel assigned snow removal responsibilities will not report to work. **Second and third shift classified personnel will report to work unless evening Adult Education classes are canceled and/or a level 2 or 3 county-wide emergency has been issued for Wayne County due to inclement weather.***

**Issue 35b** – The Association proposes the following changes in the second paragraph.

*In the event the Superintendent has canceled the secondary and/or adult school due to a health epidemic or public calamity, (e.g. loss of water, electrical power, heat or other occasion making the building uninhabitable for purposes of work), all classified members of the bargaining unit on all shifts will be excused from work, but paid at their regular daily rate until such time as school reopens. During a period of school closing due to epidemic or public calamity, **bargaining unit members who are required to work** shall be paid their overtime rate for regular hours they are scheduled to work until school reopens.*

**Issue #36 – 5016 RETIREMENT**

The Association proposes the following two changes.

**Issue 36a** – The Association proposes the following changes in the 1<sup>st</sup> paragraph.

*A retirement payment of **30 percent** on the maximum accumulation of unused sick leave days will be awarded to an employee with ten **years** of service or more at the Wayne County Schools Career Center. The employee must provide proof of retirement before the payment is made.*

**Issue 36b** – The Association proposes the following changes in the second paragraph.

*In addition to the foregoing, all bargaining unit members shall receive a lump sum of one hundred twenty-five dollars (\$125.00) per year of service at the Wayne County Joint Vocational School district upon retiring with the understanding that the bargaining unit member will retire when first eligible or not be entitled to the lump sum payment.*

**Issue #37 - 5017 WORKMAN'S COMPENSATION**

The Association proposes no change.

**Issue #38 - 5018 GRIEVANCE PROCEDURE**

The Association proposes the following five changes.

**Issue 38a - Add to "Days" Definition as follows.**

**Days:** shall mean actual working days for complaint or grievance.

**Issue 38b - Delete the last paragraph of INFORMAL PROCEDURE as follows.**

~~In situations involving school issues not specific to any one individual or area the Bargaining Unit President and the Superintendent may agree to meet directly to attempt to affect a solution to an issue. Any such meeting between the Superintendent and Bargaining Unit President starts the 20-day Complaint Procedure clock.~~

**Issue 38c - Make the following changes to Step 1, and Step 2, of the FORMAL PROCEDURE**

**Step 1.** Within five (5) *working* days of the receipt of the Grievance Report Form, Form A the immediate Supervisor shall meet with the grievant. The Immediate Supervisor shall write a disposition of the grievance within five (5) *working* days after such meeting and return a copy to the grievant and the Superintendent. No records will be placed in any employee's file as a result of Step 1 of the procedure.

**Step 2.** If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within five (5) *working* days of such disposition, submit Report Form and disposition to the Associate Superintendent who shall within five (5) *working* days meet with the grievant. Within *fifteen (15)* *working* days of this meeting, the Associate Superintendent shall write a disposition of the grievance and forward a copy to the grievant, the Association, and the Immediate Supervisor.

**Issue 38d - Make the following changes to paragraph 1 Step 3. of the FORMAL PROCEDURE**

1. If the grievant(s) is/are not satisfied with the written disposition of the grievance by the **Board Superintendent** or if no disposition has been made within *fifteen (15) working* days after the date of filing with the **Board, Superintendent** whichever is later, the grievance may be submitted to arbitration.

**Issue 38e - Make the following changes to paragraph 2 and 3 Step 3. of the FORMAL PROCEDURE**

2. The Superintendent or his/her designee and the Association President or his/her designee will meet within five (5) *school working* days to attempt to mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, either party, individually or jointly, shall request a list of seven (7) names of experienced arbitrators from the Federal Mediation and Conciliation Service.

3. Upon receipt of this list, the Superintendent or his/her designee and the Association President or his/her designee shall meet within ten (10) *school working* days to select the arbitrator. The arbitrator shall be selected by alternately striking names, with the party who strikes the first name being determined by the flip of a coin. If either party or both of the parties find the list to be unacceptable, another list may be requested from the Federal Mediation and Conciliation Service. Upon the receipt of this final list, the arbitrator shall be selected in the above fashion by the alternate striking of names.

**Issue #39 - 5019 MISCELLANEOUS ITEMS**

The Association proposes the following changes to this section.

1. **Association Meetings - WGVSEA, Inc.** Association members who are classified personnel will be permitted to attend no more than two general meetings per year of 45 minutes in length between 3:00 PM and 4:00 PM on a scheduled work day without loss of pay. Executive Committee members will be permitted to attend one (1) Executive Committee meetings per month during the school year between 3:00 PM and 4:00 PM providing:

a. The notice of the time and date of the meeting has been provided the Superintendent at least five (5) days prior to the meeting, and

b. Actual time in attendance at the meeting taken from the work day is made up *at the discretion of the employee's immediate supervisor within ten (10) working days before and/or after the date of the meeting in no smaller than 15 minute increments, and*

c. No deadlines affecting school reports which impact funding or compliance with state minimum standards will be missed as a result of the classified person being absent from their duty station.

**Issue #40 - UNIFORM PROTECTIVE CLOTHING**

The Association proposes deletion of "of Education".

**Issue #41 - T.B. TESTS**

The Association proposes no change to this section.

**Issue #42 - VOLUNTARY PROFESSIONAL GROWTH PROGRAM**

The Association proposes three changes.

**Issue 42a** - The Association proposes increasing the individual amount from **\$600** to **\$800**.

**Issue 42b** - The Association proposes reducing in class Workshops and Evening/Adult Classes from **"45"** to **"10"** hours per point

**Issue 42c** - The Association proposes changing **"WGVSEA"** to **"Association"**

**Issue #43 - 5023 Commercial Driver's License CDL Expense Reimbursement**

The Association proposes the following new section.

*The Superintendent shall authorize reimbursement of the cost of a Commercial Driver's License for Association members when such reimbursement is requested by the Principal to enhance the availability of transportation services for students. Physicals required to obtain a CDL will be reimbursed when provided by a physician selected by the Board. If the Association member chooses to leave the district prior to the end of any school year in which CDL expense reimbursement has been provided, the amount of the reimbursement will be returned to the district by deduction on the member's final pay.*

**Issue #44 - 5024 Personal Phone Calls**

The Association proposes the following new section.

*All bargaining unit members will have personal long distance phone calls charged to their home phone or their prepaid calling card.*

**Issue #45 - IMPLEMENTATION AND AMENDMENT**

The Association proposes having the following persons sign the contract.

**BOARD OF EDUCATION**

Date signed \_\_\_\_\_

Pres. \_\_\_\_\_

Treas \_\_\_\_\_

Supt \_\_\_\_\_

Atty. \_\_\_\_\_

**ASSOCIATION**

Date signed \_\_\_\_\_

Pres. \_\_\_\_\_

Team Mbr \_\_\_\_\_

Team Mbr \_\_\_\_\_

Team Mbr \_\_\_\_\_

Designated Rep \_\_\_\_\_

Respectfully Submitted,



Richard C. Schneider

**NOTICE OF SERVICE**

A copy of this Prehearing Statement was faxed to Mr. Fred Compton, Attorney for the Board, at 330-376-3200 and to Factfinder Stein at 330-864-6050 this 24<sup>th</sup> day of September, 1999.



Richard C. Schneider