

MASTER AGREEMENT

between the

**Wayne County JVS Education Association
(Part-Time Staff Unit)**

and the

**Wayne County Joint Vocational School District
Board of Education
(Wayne County, Ohio)**

Effective July 1, 2020 - June 30, 2023

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ARTICLE 1 – RECOGNITION

- A.** 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 regularly employed part-time classified and certified personnel in the appropriate unit as classified by the State of Ohio, State Employment Relations Board, 4/12/2018, Case Number 2017-REP-10-0132, specifically: teaching assistants, aides, cashiers, cooks, custodians, IT specialists, administrative assistants, ACE clerks, and study hall monitors. Excluded are: Superintendent; Directors; Principals; Supervisors; Managers; Treasurer, Assistant Treasurer; Administrative Assistant to the Superintendent, Administrative Assistant to the Director of Operations, Administrative Assistants to the Treasurer; Account Clerks to the Treasurer; Full-Time Classroom Teachers; Guidance Counselors; Full-Time Coordinators; Full-Time Adult Education Instructors; Full-Time Classified Personnel; Full-Time Certified Personnel; School Nurse; All Student, Seasonal, Casual, and "As-Needed" Employees. Adult continuing education (ACE) part-time certified staff will also be excluded from the bargaining unit.
- B.** "Part-time" is defined to mean being scheduled to work less than thirty (30) hours per week on a regular basis during the course of the school year (July 1 - June 30). Current bargaining unit members are grandfathered into the bargaining unit.
- C.** Bargaining unit members have the right to join, participate in, and legally assist the Association, and the right to refrain from such. Membership shall not be a prerequisite for employment or the continuation of employment.
- D.** The Board and the Association, through their respective representatives, shall negotiate on wages, benefits, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement with the intention of reaching an agreement, or to resolve questions arising under the Agreement.

ARTICLE 2 - DUES DEDUCTIONS

- A.** The Board shall deduct the periodic dues of Association members. The Association shall present, in writing, to the Board Treasurer, the amount to be deducted in dues for each member by September 10th of each year or by 60 days of employment, whichever is earliest. Such payroll deduction of dues shall be made equally from twelve (12) consecutive pays or remaining number of pays in the bargaining unit member's work year starting with the first pay in October, whichever is shorter. The Association shall hold the Board harmless for any matter concerning collection of dues.
- B.** All monies deducted for such purposes shall be transmitted to the Association not more than five (5) days following the collection via electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.
- C.** In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

- D. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

ARTICLE 3 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiations 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. If an Interest-Based Bargaining (IBB) method is not used, each negotiating team shall be limited to five (5) members, one of whom will be designated the spokesperson for their respective team. Either side may choose to have an Attorney/Consultant at the table and designated as spokesperson. While no final agreement shall be executed without ratification by the Association and the Board, 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.

B. Submission of Issues/Questions

Issues/Questions proposed for negotiations will be submitted in writing by the Association to the Superintendent or his/her designated representative, and by the Superintendent to the Association President, 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/her designated representatives, and the representatives of the Association shall cooperatively develop and adopt an agenda listing those issues that 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/her 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. The Board will make the facilities of the Wayne County Joint Vocational School District available for negotiation meetings at no cost. However, either party may request that negotiations be conducted at a mutually acceptable neutral meeting site. 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 Section 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 Section H for Impasse Procedures. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next negotiation session.

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 thirty (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

1. 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 that they see fit.
2. The Board and the Association shall equally share in the cost of printing the Master Agreement in sufficient numbers and in an 8.5" x 11" size for all members of the Association, Administration and the Board, plus twenty-five (25) additional copies for the Board in an 8.5"x 11" format. As new bargaining unit members are hired, the Administration shall provide such persons, upon employment, with a copy of the applicable Master Agreement.

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.
 - 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) - (f) of Ohio Revised Code 4117.14.
 - 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 with 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.
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 Ohio 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.

ARTICLE 4 – RENEGOTIATIONS

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, renegotiations shall occur on any or all of those parts of the agreement affected by such action.

ARTICLE 5 – PROTOCOL

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

ARTICLE 6 - RESPONSIBILITIES AND DUTIES

- A. Bargaining unit members shall perform all duties described in their contract, in the Resource Manual, in Board Policy, and in their job description; and perform those duties and responsibilities in a professional manner.
- B. Each bargaining unit member, the Administration and the Board shall perform and uphold the duties and responsibilities set forth in the Master Agreement.
- C. Changes to job descriptions for members of the bargaining unit shall be shared with the Association President and the member to whom the job description applies for review and input prior to adoption by the Board. Input from the member and the Association will be given consideration in changing a job description. After a job description is changed, the revised job description will be given to the member affected and the Association. Notification of Board approved changes in job descriptions will be made within 48 hours using an “all-staff” email alert and posted on the Intranet within 48 hours.
- D. It is the responsibility of each supervisor to provide an updated job description containing the duties performed on a routine and regular basis to each bargaining unit member. The job description will be reviewed with the member by the supervisor at least once a year during the member’s evaluation process.

ARTICLE 7 - MANAGEMENT RIGHTS

- A. 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 layoff, 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 Joint Vocational School District as determined by the Board.
- B. The Board’s exercise of its management rights is limited solely by the terms of this Master Agreement.

ARTICLE 8 - ASSOCIATION RIGHTS

- A.** Have the use of school mailboxes/Email without cost to the Association.
- B.** 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.
- C.** Faculty/Staff shall have exclusive use of the faculty work and break room designated for that purpose by the Administration.
- D.** Have the right to use the bulletin board in the faculty workroom, but not exclusively, for the purpose of posting Association information.
- E.** Typing and duplicating equipment may be used if materials and supplies are provided by the Association and use does not conflict with school operations.
- F.** An area suitable for use as a secure office shall be designated by the Administration for the exclusive use of the Association for the purpose of securing its permanent records. This office is not to be utilized during Board paid time for the conduct of Association activities, unless through approved Association Leave.
- G.** Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
- H.** Any individual who wishes to cancel their membership must notify the Association President in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association.
- I.** The Board will include all new Bargaining Unit Members in new staff orientation at the beginning of the school year. Bargaining Unit Members who are hired after the start of the school year will receive orientation within 21 days of the first work day. New Bargaining Unit Members shall be paid his/her hourly rate of pay for all time spent in an orientation that is held outside the member's contract day and/or year.
- J.** The Board shall provide written notice, to the Association president and vice-president, of the date, time, and location of all staff orientations not less than ten (10) calendar days prior to any orientation meeting.
- K.** The Association shall be provided not less than thirty (30) uninterrupted minutes of time to communicate with bargaining unit members at either Convocation Day or Staff In-Service Day at the beginning of the year. Superintendent and Principal will meet with Association Leadership to set the agenda. All non-bargaining unit members shall excuse themselves during this portion of the orientation. Any Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.

ARTICLE 9 - INDIVIDUAL RIGHTS

- A.** Responsibilities of qualified personnel are understood to mean the professional dispatch of duties and obligations as specified in this Agreement, Board Policy, the District's Resource Manual, and in the job description, 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.
- B.** A bargaining unit member shall have the right to view all materials within his/her personnel file during business hours by scheduling a time with the Superintendent's Office. The Superintendent or his/her designee shall be present at any such viewing. A member may request a copy of any or all items in the file, except those items that a member has waived his/her right to see prior to employment with the Board. The cost of any requested copy shall be the usual and customary charge. The member may have a representative present when viewing the file.
- C.** A checklist of required employment documents will be prepared for each member's file. Prior to any document being placed in a bargaining unit member's file and after the effective date of this Agreement, the document shall be shown to the member. The member will initial and date the document to verify seeing the document. Such initialing and dating will not be construed as agreement with the item, only that the item has been seen. The only exceptions to this provision will be annual salary notices, leave request forms, certification/licensure, certificates/licenses, college transcripts, and Workers' Compensation and Unemployment Compensation forms. Upon submitting required employment documents, the documents will be noted on the checklist sheet and initialed and dated by the employee. An employee will not incur costs to replace items required for employment that are misplaced subsequent to the checklist being initialed by the employee.
- D.** Pursuant to the provisions of Chapter 1347 of the Ohio Revised Code, a bargaining unit member has the right to request that a document in his/her file be removed from the file because it is irrelevant, inaccurate or untimely. Such a request will be directed to the Superintendent who will consider the request and advise the member of his/her decision within ninety (90) calendar days of the request.
- E.** A bargaining unit member can, at any time, write a rebuttal or explanation statement for any item contained in his/her personnel file. The rebuttal will be attached to the item being rebutted.
- F.** All documents included in a bargaining unit member's file, after the effective date of this Agreement, shall be dated and identifiable as to source.
- G.** The bargaining unit member's personnel file shall contain all pertinent information regarding the member, including complaints, if any, except as is required by law to be maintained separately.
- H.** Upon request, a bargaining unit member shall be made aware of any and all files containing information relative to him/her. If any material relating to a member is kept other than in his/her personnel file, such material shall be made available to the member upon request.
- I.** Administrators may have a working evaluation file during the year of an employee's evaluation. This file may contain previous year's evaluations and may be a paper or electronic file. Any electronic files will be downloaded to a secure storage device in intervening years and placed in the employee's personnel file.
- J.** This Agreement recognizes the existence of a Board-adopted evaluation policy and procedure. This procedure shall be the official evaluation procedure and should be reviewed by the Classified Staff Committee. The Classified Staff Committee shall be comprised of bargaining unit members and

Administration/Non Bargaining Unit Members. This committee will consist of 5 Bargaining Unit Members and 5 Administration/Non Bargaining Unit Members. This Committee will operate using the Interest Based problem solving mode and as such the team will participate in Interest Based Labor/Management Committee training. The Association President will appoint bargaining unit members and the Superintendent will appoint administrative and non-bargaining unit members to the Committee. This policy and procedure may only be changed by mutual agreement of the Association Executive Committee and the Board of Education.

- K. All work currently performed by the bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work, and shall not be subcontracted or assigned outside the bargaining unit.

In the unforeseeable event that the Board and the Association agree that no viable candidates have been identified through an interview process, at which an Association member has been present, the Board may fill the position through the Board's existing shared services agreement with the Tri-County Educational Service Center (ESC) for a maximum of one school year or part thereof.

The Building and Grounds Aide hired on or before July 1, 2018, shall remain in that position as an ESC employee until the employee's resignation or termination, at which point in time, the Negotiated Agreement shall prevail.

- L. The Board shall prohibit adverse actions related to employment decisions, the application of any provision of this collective bargaining agreement, the creation and/or application of any Board of Education Policy, and shall prohibit bullying, harassment of any kind, or any other act of discrimination, based upon any of the following: Age, Race, National Origin, Disability, Religion, Gender, Gender Identity, Gender Expression, Sexual Orientation, Marital Status, Veteran Status, Political Affiliation, Union Membership or Activism. Further, all personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board shall respect and uphold each employee's right to privacy and constitutional rights.

ARTICLE 10 - STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR

- A. In the event of an infraction by a bargaining unit member of the Board'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 to apply this Agreement, statutes of the State, and the regulations of the District with equal consideration to each member. 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.
- B. 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 three (3) workdays with or without pay.

Fourth Step: Suspension of up to ten (10) workdays with or without pay.

Fifth Step: Discharge.

- C. The disciplinary record at any of the first three (3) steps will be removed from the bargaining unit member's record two (2) years after being imposed, except when there is a reoccurrence of misconduct, the disciplinary record will be retained for two (2) years after the last occurrence. The disciplinary record at the fourth step shall be removed three (3) years after being imposed, except when there is a reoccurrence of misconduct, the disciplinary record will be retained for two (2) years after the last occurrence.
- D. The following provisions apply beginning with the First Step:
1. All bargaining unit members will be given one (1) school day's advanced written notice of such meeting. The District will notify all bargaining unit members prior to any meetings, that are either investigatory or disciplinary in nature, of their right to Association representation.
 2. All members shall have the right to representation of his/her choice, if available, at any disciplinary conference with the Administration. If the chosen representative is not available, then the member must select one who is available. The Administration may, likewise, have representation present.
 3. All parties shall have the right to have an equal number of representatives present, as a witness(es), at any conference with the Administration. However, release for representation is limited per Article 11D.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Definitions

1. Complaint: Dissatisfaction or a disagreement involving a circumstance or condition. It may involve a bargaining unit member or members.
2. Complainant: Shall be an individual bargaining unit member acting on his/ her own behalf or the Association acting on behalf of a member or members.
3. Grievance: Is an alleged violation of, misinterpretation of, or misapplication of the terms of this Contract.
4. Grievant: Shall be an individual bargaining unit member or the Association acting on behalf of members.
5. Days: Shall mean actual working days for complaint or grievance. Failure to meet the "days" requirement in any part of this Section will result in the automatic awarding or withdrawal of the grievance.

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

B. Complaint Procedure

1. Within twenty (20) working 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 immediate supervisor in an attempt to resolve the problem. The written request shall clearly state whether the complainant is an individual bargaining unit member or the Association acting on behalf of a member or members.
2. The complainant 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 Superintendent, who shall attempt to effect a solution. The decision of the Superintendent is expected to be the completion of the complaint procedure.
3. If the complaint is not initiated within twenty (20) working days from the time the complainant learned of the complaint, the complaint and any subsequent right to a 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 members.
4. 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 twenty (20) working days.
5. This Complaint Procedure is to be used exclusively for complaints defined herein.

C. Grievance Procedure Steps

1. This procedure shall be initiated within thirty (30) working days of the time that the grievant knew or should have known of the event giving rise to the grievance.
 - a. Step 1 - Within five (5) working days of the receipt of the Grievance Report (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 member's file as a result of Step 1 of the procedure.
 - b. Step 2 - If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within ten (10) working days of such disposition, submit a Report Form and disposition to the Superintendent who shall, within twenty (20) working days, meet with the grievant. Within twenty (20) working 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.
 - c. Step 3: Arbitration
 - 1) If the grievant(s) is/are not satisfied with the written disposition of the grievance by the Superintendent or if no disposition has been made within twenty (20)

working days after the date of filing with the Superintendent, 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) 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 American Arbitration Association (AAA).
- 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) 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 AAA. 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 AAA administrative procedures and the hearing shall be conducted according to the arbitration rules of the AAA.
- 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 in the arbitrator's decision, then the cost of arbitration will be divided equally between both parties. All other costs shall be borne by the party incurring said costs.

D. Release From Duty

Named grievants and/or an Association representative shall be released from regular duties to attend meetings scheduled during work time in connection with the processing of any grievance.

ARTICLE 12 – PART TIME WAGES

*Class I shall comprise all non-teaching assistant positions in the bargaining unit.
**Class II shall comprise all teaching assistant positions in the bargaining unit.

A. Index For Employees Employed July 1, 2018 or after

Step	Class I*	Class II**
0	1.000	1.000
1	1.025	1.025
2	1.050	1.050
3	1.075	1.075
4	1.100	1.100
5	1.125	1.125
6	1.160	1.160
7	1.195	1.195
8	1.230	1.230
9	1.265	1.265
10	1.300	1.300
11	1.335	1.335
12	1.370	1.370
15	1.475	1.475
20	1.700	1.700

Schedule – 2020 - 2021

Step	Class I	Class II
0	\$12.24	\$19.27
1	\$12.55	\$19.75
2	\$12.85	\$20.23
3	\$13.16	\$20.72
4	\$13.46	\$21.20
5	\$13.77	\$21.68
6	\$14.20	\$22.35
7	\$14.63	\$23.03
8	\$15.06	\$23.70
9	\$15.48	\$24.38
10	\$15.91	\$25.05
11	\$16.34	\$25.73
12	\$16.77	\$26.40
15	\$18.05	\$28.42
20	\$20.81	\$32.76

Schedule – 2021-2022

Step	Class I	Class II
0	\$12.48	\$19.66
1	\$12.79	\$20.15
2	\$13.10	\$20.64
3	\$13.42	\$21.13
4	\$13.73	\$21.63
5	\$14.04	\$22.12
6	\$14.48	\$22.81
7	\$14.91	\$23.49
8	\$15.35	\$24.18
9	\$15.79	\$24.87
10	\$16.22	\$25.56
11	\$16.66	\$26.25
12	\$17.10	\$26.93
15	\$18.41	\$29.00
20	\$21.22	\$33.42

Schedule – 2022-2023

Step	Class I	Class II
0	\$12.73	\$20.05
1	\$13.05	\$20.55
2	\$13.37	\$21.05
3	\$13.68	\$21.55
4	\$14.00	\$22.06
5	\$14.32	\$22.56
6	\$14.77	\$23.26
7	\$15.21	\$23.96
8	\$15.66	\$24.66
9	\$16.10	\$25.36
10	\$16.55	\$26.07
11	\$16.99	\$26.77
12	\$17.44	\$27.47
15	\$18.78	\$29.57
20	\$21.64	\$34.09

- B. Bargaining Unit Members Employed Prior to July 1, 2018.** No bargaining unit member employed prior to July 1, 2018's compensation will be reduced as a result of this Negotiated Agreement. Teaching Assistants employed on Step 1 prior to July 1, 2018 will be placed at Class II, Step 6 of the schedule in Section A above. Teaching Assistants employed on Step 3 prior to July 1, 2018 will be placed at Class II, Step 9 of the schedule in Section A above. Clerks placed at Step 13 on the ACE scale prior to July 1, 2018 will be placed at Class I, Step 11 of the schedule in Section A above. All other bargaining unit members employed prior to July 1, 2018 will be placed at the same step as they held as of July 1, 2018.
- C. Step Increases.** Each year of service/employment with the Board, of at least 120 days in a contract year, will automatically move a bargaining unit member to the next higher step on the grid for the following school year. Step increases will incur annually, up to and including Step 12, unless the member is given a job position category change. Between Step 12 and Step 15, members will earn a year's service credit but will not advance to the next step until beginning their 15th year of service. Between Step 15 and Step 20, members will annually earn service credit but will not advance to the next step until beginning their 20th year of service.
- D. Professional Development Bonuses.** The Board and the Association recognize the benefit to Bargaining Unit Members and the Board when members engage in professional development opportunities. To further that end, the Board and Association have developed incentives for Bargaining Unit Members, explained more fully in Article 18.
- E. Notice of Annual Salary**
 - 1. The Board shall cause notice to be given annually, not later than the first day of July, to each bargaining unit member as to the salary/hourly rate to be paid during such year.
 - 2. Such salary/hourly rate shall not be lower than the salary/hourly rate to be paid during the preceding school year, unless such reduction is part of a uniform plan affecting the bargaining unit members of the entire District.
 - 3. This Section does not prevent increases of salary/hourly rate after the Board's annual notice has been given.

ARTICLE 13 – SERS/STRS PICK-UP (NOT APPLICABLE)

ARTICLE 14 – COMMITTEES**

The Classified Staff Committee, Employee Performance Evaluation Committee (EPEC), Faculty Advisory Committee (FAC), Local Professional Development Committee (LPDC), and Wellness/Benefits Committees will use the following guidelines:

- A.** Bargaining Unit Membership on committees will be appointed by the Association President or designee and Administrative Membership on Committees will be appointed by the Superintendent or designee.
- B.** Committees will make recommendations to the Administration.
- C.** Committees will determine their internal governance consistent with any contractual requirements.

- D. Committee recommendations should not conflict with any of the provisions of the negotiated agreement.
- E. Committees shall prepare a meeting summary.
 1. The written meeting summary is to be done by a member of the committee. This may be done as a rotating assignment.
 2. The meeting summary should include a list of attendees, whether recommendations were made, information provided or issues were discussed without resolution.
 3. Prior to dissemination, all meeting summaries shall be approved by the committee.
 4. The meeting summary template and meeting summaries will be posted on the WCSSC Intranet.

**See Appendix "C"

ARTICLE 15 - WORKDAY AND YEAR

- A. Bargaining unit members working at least five and three-quarters (5.75) hours or more per day are entitled to an unpaid thirty (30) minute duty-free lunch per shift worked. Bargaining unit members working less than five and three-quarters (5.75) hours may request their supervisor's approval for up to a thirty (30) minute unpaid break.
- B. Any use of customer service programs, such as Culinary Arts, Cosmetology, or others shall be accomplished during either the bargaining unit member'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 Aide shall be with the permission of his/her immediate supervisor and arranged in such a manner as to not conflict with completing normally assigned responsibilities for the member.
- C. Bargaining unit members will have the option of requesting one (1) shift change per month. All requests must have supervisor approval.

**ARTICLE 16 - EMPLOYEE REQUIRED LICENSE/CERTIFICATE/TRAINING/
TESTING EXPENSE REIMBURSEMENT**

- A. The Board will establish an employee reimbursement account of four thousand dollars (\$4,000) per contract year for the purpose of reimbursing employee required license/certificate, training/testing, and vendor/site required testing/clearance. This amount will be used by Classified, Certified, and all part-time bargaining unit members.
- B. Employees will be reimbursed for employee required license/certificate, training/testing and vendor/site required testing/clearance (i.e. PN TB test, ASE, CDL, AWS, etc.) as approved by their supervisor.
- C. Reimbursement expenses under this Article may be pre-approved for payment by the supervisor prior to the required testing.

- D. Receipts will be submitted to the Treasurer's Office for reimbursement.
- E. Any unused portion of the employee reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.
- F. CDL and physicals for CDL will be funded from the Board Transportation account and will be reimbursed after request and verification by supervisor.
 - 1. Physicals required to obtain a CDL or Van Certification will be reimbursed up to two hundred fifty dollars (\$250.00) when provided by a physician selected by the Board.
 - 2. If the employee chooses to leave the District prior to the end of any school year in which a CDL expense reimbursement has been provided, the amount of the reimbursement will be returned to the District by deduction on the employee's final pay.

ARTICLE 17 – UNIFORMS

- A. The Labor Management Committee shall annually review those areas where uniforms are needed for safety, to protect clothing or to perform the member's job requirements. They will recommend to the Board, by consensus, those positions and uniforms that should be provided and the allocation of the uniforms.
- B. The Board will contract with a uniform service to provide uniforms and for cleaning and repairing the uniforms.
- C. Employees to whom uniforms are provided are required to wear them.
- D. Bargaining unit members will purchase their shoes and prescription glasses.

ARTICLE 18 – RETIREMENT PAYMENT (NOT APPLICABLE)

ARTICLE 19 – TRANSPORTATION

- A. A bargaining unit member who is required to drive his/her personal vehicle for authorized school business shall be reimbursed at the IRS rate.
- B. Personnel whose official duties require travel other than from their place of residence to and from their place of employment will be subject to the following:

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 are required on the first workday of the month following the month in which the travel took place.

3. Every effort must be made to conserve mileage through proper planning and sharing transportation.
4. Parking expenses shall be paid based on attached receipt with expense request.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT PROGRAM

AIM: To encourage the classified staff of the Wayne County Joint Vocational School District to advance professionally above and beyond the minimum requirements for obtaining/maintaining employment.

- A. The Board shall set aside three thousand dollars (\$3,000) per year to provide tuition and/or registration reimbursement, books and lab fees for post-secondary classes, workshops, non-employer required training, or other programs that would enhance/improve employees' minimum employment requirements. This fund is to be used only for classes, trainings, and workshops selected by the employee. This amount may be used by full-time Classified bargaining unit members and all part-time bargaining unit members.
 1. The Classified Staff Committee will establish the process by which employees may utilize this fund to advance professionally.
 2. The Treasurer will pay any individual's' tuition or registration within thirty (30) calendar days of submission of the form signed by the employee having attached copies of all receipts for expenditures. The Association Vice-President must submit tuition reimbursement requests to the Treasurers' office no later than June 30 each year.
 3. Any unused portion of the tuition reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.
 4. Off duty bargaining unit members may attend Adult Education classes getting the same discount rates as given other employees of the District who attend Adult Education classes. Cost of supplies, books, or materials to attend Adult Education classes must be paid by the member.
- B. Part-time bargaining unit members who successfully complete a minimum of ten (10) clock hours of pre-approved job-related professional development as described in Paragraph A, will receive a \$200 lump-sum bonus payment upon submission of evidence of completion and submission of evidence of prior approval. In order to qualify for the bonus, the staff member must receive written approval from his/her Supervisor and the Superintendent prior to participating in the professional development activity. Bonuses shall not be paid out of the \$3,000 fund described in Paragraph A. The Labor Management Committee shall develop a form for submission. Each member shall be eligible for only one bonus per contract year. Unused hours will carry over during the period of the current Negotiated Agreement, and expire at the end of the current Negotiated Agreement.

ARTICLE 21 – INSURANCE

- A. Bargaining unit members may purchase single or family health and prescription drug coverage through the Board's Bronze Plan. The member will be responsible for 100% of the cost.

- B. The Board shall cover all employees under liability insurance as required by law.

ARTICLE 22 – LEAVES

A. Miscellaneous

1. 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).
2. Bargaining unit members using less than a full day of leave will have the time missed recorded in one-quarter day (1/4), one-half day (1/2) or full day increments.
3.
 - a. Attendance by bargaining unit members is critical to supporting the Board adopted philosophy and achieving the Board adopted objectives of the Wayne County Joint Vocational School District.
 - b. A bargaining unit member not using any Sick Leave for any nine-weeks of the student school year will receive a fifty dollar (\$50.00) incentive bonus, subject to all appropriate deductions. A bargaining unit member can earn an additional fifty dollar (\$50.00) bonus if no sick leave is taken for the entire student school year. For purposes of this section of the Agreement a year is considered to be the period of time from the first day of school with students to the last school day with students. An additional fifty dollar (\$50.00) incentive bonus, subject to all appropriate deductions, may be received by twelve month employees which is the time between the last student day to the first student day of the next school year. It will be the responsibility of the member to complete and submit the form on the staff intranet each nine-weeks. Members on unpaid leave of absence are not eligible for this provision.
4.
 - a. Any unused Personal Leave at the end of any school year will be converted to Sick Leave at the rate of one (1) day of Personal Leave equals one (1) day of Sick Leave.
 - b. Any bargaining unit member not using any Personal Leave during any school year covered by the Contract will receive a one hundred dollar (\$100.00) incentive bonus, subject to all appropriate deductions. It will be the responsibility of the member to present verification of nonuse of Personal Leave, to the Treasurer's Office on the final day of their regular contract. Members on unpaid leave of absence are not eligible for this provision.

B. Personal Leave Days: Unrestricted

1. Right to Leave

Each bargaining unit member shall, upon appropriate notice to the Director of Operations' Office, be granted without loss of pay, a maximum of three (3) days of nonaccumulative Personal Leave per school year. All Personal Leave days are unrestricted. Personal leave may be taken in one-quarter (1/4), one-half (1/2) or full-day increments.

2. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by the bargaining unit member completing and submitting electronically using the absence reporting system 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 Director of Operations.

3. Restrictions

- a. No more than six percent (6%) of the members of the part-time bargaining unit may use Personal Leave on any given day on a first-come/first-served basis. An exception to the six percent (6%) would be if a bargaining unit member 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 member's contract year for which it is being requested. For purposes of this section, six percent (6%) shall be interpreted to mean six percent (6%) rounded up to the next full person.
- b. All Personal Leave requests will be delivered to the Director of Operations' Office to be dated and time stamped prior to delivery to the appropriate supervisor if the electronic absence reporting system is not functioning.
- c. Bargaining unit members who retire or resign prior to completing at least one hundred twenty (120) workdays will not be entitled to take all three (3) Personal Leave days.
- d. Resigning prior to sixty (60) workdays equals zero (0) Personal Leave days.
- e. Resigning after sixty (60) workdays but less than eighty (80) workdays equals one (1) Personal Leave day.
- f. Resigning after eighty (80) workdays but less than one hundred twenty (120) workdays equals two (2) Personal Leave days.

C. Leave Without Pay

A bargaining unit member may apply for leave without pay. Notice of the request to use leave without pay shall be provided by the 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 Superintendent, which will not be unreasonably withheld. Leave without pay shall be granted in one-half day (1/2) or full day increments. Leave without pay shall not be granted for more than five (5) days in any given school year, unless approved by the Superintendent.

D. Professional Leave

1. Eligibility for Leave

A bargaining unit member requesting Professional Leave for attendance at a professional conference shall apply for said leave by submitting electronically using the absence reporting system. The supervisor, recommending said leave, shall present said request to the Superintendent for final approval.

2. Rights While On Leave

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

3. Restrictions

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

E. Association Leave

1. Right to Leave

Association members shall be granted an accumulative total of up to four (4) days of leave per work year [Certified, Classified and Part-Time combined], 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-eighth (1/8) day. This leave is without loss of pay. Expenses incurred by the members are to be paid by the Association. In addition, the Association's negotiations team [Certified, Classified and Part-Time combined] will be permitted a total of forty (40) hours of leave for each team member with pay to attend negotiations sessions with the Board. Negotiation sessions beyond the forty (40) hours per team member will be conducted outside the normal workday.

2. Notice of Intent to Use Leave

The Association President shall notify the Superintendent of the use of such leave in writing 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.

3. 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, whenever at least twenty-four (24) hour notice is given. If twenty-four (24) hour notice is not given, the cost of the substitute will be paid by the Association.

F. Assault Leave

1. Right to Leave

A bargaining unit member 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.

2. Eligibility for Leave

The bargaining unit member 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 claiming more than five (5) 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.

3. Legal Actions Resulting From Assault

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

4. 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 for, under Ohio Revised Code Section 3319.143, and may subject the bargaining unit member to, suspension and/or termination of employment under Ohio Revised Code Section 3319.16 and related sections.

5. Rights While On Leave

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

6. 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 Ohio Revised Code Section 3307.37 or related sections.

G. Sick Leave

1. 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. Sick Leave is not available for use by bargaining unit members to provide child care or companionship for a pre-school or school-age child or any family member who is not in a condition of ill health.

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

3. Accumulation

a. All salaried bargaining unit members shall accrue Sick Leave at the rate of one and one-fourth (1-1/4) days per month. All hourly bargaining unit members shall accrue sick leave at the same rate, pro-rated based on their hours worked. A maximum of fifteen (15) days will be allowed per year. The total number of accumulated sick days is two hundred eighty-five (285).

b. Sick Leave credit to which a salaried part-time bargaining unit employee is entitled will also accumulate during the paid period of time that the employee is absent from duty because of illness. For hourly employees, such accumulation shall be pro-rated based on the employee's regularly scheduled hours.

- c. Sick Leave may be transferred from one (1) Ohio board of education to another, or one (1) state agency to another, provided that reemployment takes place within ten (10) years of the last termination of public service.
- d. The Superintendent may require satisfactory medical evidence that the bargaining unit member is either able or unable to resume his/her duties as an employee of the District.

4. Use of Sick Leave

- a. Sick Leave benefits shall be used only for absence resulting from personal illness, injury, exposure to a contagious disease, death or illness in the immediate family, pregnancy and parental leave following childbirth or adoption. All such absences shall be charged against the Sick Leave of the bargaining unit member.
- b. For purposes of Sick Leave, “immediate family” shall be defined as: spouse, child, child-in-law, grandchild, parent, parent-in-law, grandparent, grandparent-in-law, sibling, sibling-in-law, or any other family member who has stood in the same family relationship of the bargaining unit as any of these such as in the case of legal guardianship. In addition for purposes of death in the immediate family, a bargaining unit member may use Sick Leave, upon approval of the Superintendent, in case of the death of relatives other than immediate family.
- c. 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.
- d. Bargaining unit members using Sick Leave will have the time absent recorded in one-quarter day (1/4), one-half day (1/2), or full day increments based upon their workday.

5. Sick Leave Verification

All bargaining unit members must submit the absence electronically using the absence reporting system. If the member was attended by a physician, the Board may require the physician's name, address, and dates attended.

6. Donation of Sick Leave

- a. If a part-time bargaining unit member is absent due to a major illness, injury or accident, or absent and using Sick Leave in accordance with Article 20, and the member has exhausted all of his/her accumulated Sick Leave, the member may receive up to five (5) days of accumulated Sick Leave from any Part-Time Certified or Part-Time Classified bargaining unit member who wishes to donate these days. Members receiving donated days will be paid at their regular rate of pay.
- b. A committee of three (3) Board representatives designated by the Superintendent and three (3) Association representatives designated by the Association President will be established to set up a procedure for the operation of this donation. Any such procedure shall limit the total use of donated Sick Leave by any one (1) member to thirty (30) days, and shall provide that once any days are donated from one member to another on the records of the Treasurer, they are not recoverable.

H. Medical Leave

1. Right to Leave

When having exhausted all paid leaves, bargaining unit members shall be entitled to unpaid medical leave if they qualify for such leave under the Family and Medical Leave Act (FMLA). All paid leaves run concurrently with FMLA leave.

2. Restrictions

Sick days shall not accrue during an unpaid Medical Leave.

I. Jury Duty/Court Appearance/Compulsory Leave

1. Bargaining unit members are encouraged to serve on jury duty as an act of public duty. The member will be paid the difference between his/her regular compensation and the remuneration received for serving as a juror. The Superintendent and the appropriate supervisor shall be notified promptly when a summons is received.

2. Bargaining unit members who are subpoenaed to appear in court as a witness because of the performance of their employment duties in the school, or other tribunal in connection with a matter regarding the District, will be released and 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.

3. Bargaining unit members who are obligated by legal authorities in a matter that delays his/her arrival to school (e.g. witness to an accident) will not have that time of delayed arrival to school deducted from any type of leave. The member whose lateness was due to such an unavoidable delay must provide satisfactory evidence of such delay.

ARTICLE 23 - PAYROLL PROCEDURES

A. The hourly wages of each Bargaining Unit Member shall be paid in accordance with the pay schedule established by the Board. Bargaining Unit Members who are paid based on time sheets must submit their time sheets, consistent with the Board's time reporting procedures, in order to ensure timely pay. All teaching assistants will be paid on a salary basis over twenty-six (26) pays each year. When a payroll falls on a holiday, the pay will be made no earlier than one (1) day prior to the normal payday. It must be realized that by paying every other Friday, or twenty-six (26) times per year, that we are accounting for only three hundred sixty-four (364) days per year. Therefore, approximately once every seven (7) years, it is necessary to adjust the payroll by allowing three (3) weeks between one (1) of the payrolls.

B. Deductions From Pay

Deductions of pay are made for authorized absence, withholding tax, hospitalization, bargaining unit member's share of retirement contribution, tax deferred payroll deduction to STRS/SERS for the purchase of allowable service credit, city tax, and other deductions approved by the Board. In addition, a payroll deduction will be made available for purchase of certain refunded credit, if and when those provisions are approved by the General Assembly and become law.

C. Direct Payroll Deposit

Payroll shall be made through direct deposit, which shall be mandatory for all bargaining unit members. Bargaining unit members may select multiple accounts for deposit.

ARTICLE 24 - TRANSFER PROCEDURE

- A. Transfer from one Bargaining Unit 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 bargaining unit member.
- B. Any member who is to be transferred shall be granted the courtesy of a conference with the Superintendent before the transfer is made.
- C. Any member who is to be transferred may request that a member of the Association attend the above-referenced conference with the affected member and the Superintendent.
- D. Any member who is transferred and believes additional training is required may request additional training. Such request may be made directly to the supervisor.
- E. A request for transfer of a bargaining unit member may be made by the member, or the member's immediate supervisor, and must be submitted in writing to the Superintendent not later than March 1.
- F. No transfer shall be regarded as a demotion, nor shall there be a reduction in pay.
- G. The final decision on any transfer shall be made by the Superintendent.

ARTICLE 25 - VACANCIES AND POSTING

- A. When the Board determines to fill a vacancy created by death, resignation, retirement, termination, nonrenewal, transfer, or promotion of an employee, or when the Board creates a new bargaining unit position, it will post notice of said vacancy as provided below. All postings will include salary range, hours, and the responsibilities of the position.
- B. Positions open in any WCJVS Bargaining Units shall be posted on the Board of Education page on the District Web Site for five (5) workdays, and sent via email notification to all bargaining unit members. Members desiring to bid for any such vacancy will do so within five (5) days of the posting.
- C. In addition, bargaining unit members will be notified of part-time classified positions via email notification prior to filling them. If interested in such position, a bargaining unit member should give prompt notification of such interest.
- D. All applicants applying for a given job are responsible for including with their bid all relevant experience, as well as all educational criteria they deem relevant to the posted position, to the Board. Within ten (10) days of the closing of the posting period, applicants will be notified as to whether they will be granted an interview. If no interview is granted, the bargaining unit member will be advised of the reason for no interview. The decision to interview any or all applicants is within the exclusive jurisdiction of the Board or its designee.

- E. The Classified Staff Committee will recommend the procedures/testing for part-time positions. These procedures will be consistent with language as set forth in the Negotiated Agreement between the Association and the Board.
- F. The Board reserves the right to select the most qualified applicant for the position who demonstrates he/she possesses the qualifications, including testing, to perform the job. In the event two (2) or more candidates are considered to be equal, bargaining unit member applicants will be selected before outside applicants. If two or more internal candidates are considered to be equal, then the most senior internal applicant shall be awarded the position. Internal applicants not chosen for the position will be notified prior to any public announcement of the filling of the position.
- G. A bargaining unit member awarded any position in accordance with this Article shall be subject to a thirty (30) workday probationary period during which time, should the member be unable to perform satisfactorily or should the member elect, he/she shall be returned to his/her original position.

ARTICLE 26 - REDUCTION IN FORCE

- A. The language in this Article is intended to supersede Ohio Revised Code Section 3319.172, to the extent permitted by law.
- B. If the Board decides it is necessary to reduce the number of bargaining unit members in a job position category, the following procedure will govern such layoff and reinstatement:

1. The number of people affected by Reduction In Force shall be kept to a minimum, as much as possible, by attrition.
2. Whenever bargaining unit members are laid off, affected members shall be laid off according to seniority within the job position category, with the least senior member laid off first. "Seniority" shall be defined as the uninterrupted length of continuous service with the Board computed from the first date of uninterrupted service, except if a member has been out of the bargaining unit during any period of such service, seniority shall be computed from the first date of uninterrupted service with the District by accumulating only time spent in the bargaining unit. If two or more bargaining unit members have the same length of uninterrupted continuous service, seniority will be determined by;
 - a. The date of the Board meeting at which the bargaining unit member was hired; and then by
 - b. Selecting a number from a container with each number representing a different employee. The first number selected will be the most senior and the next number selected will be the next most senior, and so forth, until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.

Authorized leaves of absences do not constitute an interruption in continuous service.

3. A seniority list shall be prepared annually by September 30 and provided to the Association President. Within thirty (30) calendar days after the seniority list is provided, any objection to the list must be presented. All part-time employees will be placed on the seniority list based on their original date of hire into a Bargaining Unit position. If no objection is made during

the thirty (30) day period, no grievances can be filed over individual seniority dates, as published.

4. The Board shall determine in which job position category the layoff should occur and the number of bargaining unit members to be laid off. Except for a RIF involving a return from a leave of absence, the Board will give the Association at least thirty (30) days advanced notice of the Board action implementing the RIF. Except for a RIF involving a return from a leave of absence, after Board action, each member to be laid off shall be given thirty (30) calendar days advance written notice stating the effective date of the intended layoff. The Board may pay an employee in lieu of notice.
5. Bargaining unit members who are subject to lay-off, may displace the least senior member in another job position category, providing the following conditions are met:
 - a. The job position category must be a lower paying job position category in the job family (i.e., a maintenance employee could bump a maintenance custodian and a maintenance custodian could displace a custodian); and the employee being displaced must have less seniority than the employee who is displacing that employee; or
 - b. The job position category must be a former job position category held by the bargaining unit member; and the bargaining unit member must have satisfactory experience in the former job position category; and the employee being displaced must have less seniority than the employee who is displacing that employee.
 - c. The bargaining unit member must be willing to accept the pay scale of the job position category.
6. Should the Board determine it desires to suspend a contract in part, so that an employee is required to work a percentage of the time the employee is otherwise required to work under the contract, the employee shall have the option of accepting the reduced time contract or going on layoff. If the employee accepts the reduced time contract, the employee shall be entitled to be placed on the reinstatement list to return to the level of time the employee was working before the layoff.
7. The Superintendent shall prepare a reinstatement list in reverse of layoff. Reinstatement shall be offered from this list before any new bargaining unit members are hired in the affected job position category.
8. Vacancies which occur in the job position category of layoff shall be offered to or declined by the qualified bargaining unit member standing the highest on the layoff list before the next person on the list may be considered. Members 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 member to advise the Board of an address where he/she can be reached. Any member who declines reinstatement shall be removed from the reinstatement list, and the Board shall have no further obligation to the member. However, a refusal of an offer to return to a position of reduced time from the position which the member was laid off will not result in removal from the reinstatement list. Notice of the vacancy or reinstatement shall be by certified mail.

9. The bargaining unit member'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 member 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.
- C. All Bargaining unit members laid off shall be subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986.

ARTICLE 27 - EMPLOYMENT AND CONTRACTS

- A. All part-time bargaining unit members are appointed (and employment may be terminated) by the Board, upon the recommendation of the Superintendent. Applicants should apply through the online application system from any location, including the Board Office of the Wayne County Joint Vocational School District, Smithville, Ohio 44677.
- B. A ninety (90) day probationary period will be included in the first one-year contract.
- C. Upon the termination of the original contract of one (1) year or less, bargaining unit members who are rehired will be granted a contract of one-year's duration. Upon the termination of the second one-year contract, members who are rehired will be granted a two-year contract. Upon the termination of the two-year contract, members who are rehired will be granted a continuing contract.
- D. Bargaining unit members not being rehired in the School District will be notified in writing, prior to May 31, by the Superintendent.
- E. Salary notices will be issued by the Treasurer's Office each year a contract is in force.
- F. Salary increments shall be given each July 1 in accordance with the adopted salary schedule.
- G. Increments can be awarded on classified salary schedules for new personnel with previous experience in their assigned area of work, at the discretion of the Superintendent, to a maximum of ten (10) years.

ARTICLE 28 - PAID HOLIDAYS

A. Ohio Revised Code 3319.087

Notwithstanding Ohio Revised Code 3319.086, all bargaining unit members, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of seven (7) and a maximum of eleven (11) of the following holidays for which they shall be paid their regular salary or their rate of pay, provided such holidays fall on a regularly scheduled work day worked by the member: 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.

- B. By September 1 of each contract year, each bargaining unit member will select three (3) of the following four (4) holidays he/she will take: Presidents' Day, Good Friday, the day after Thanksgiving, or New Year's Eve Day. It will be the supervisor's responsibility to collect said information in written form and submit to the Treasurer's Office.

- C. Bargaining unit members are paid for the above holidays, when they fall on the Bargaining Unit Member's regularly scheduled work day.
- D. 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.

ARTICLE 29 - EPIDEMICS, "SNOW DAYS," OR PUBLIC CALAMITY

- A. In the event the Superintendent has canceled the secondary and/or adult day school due to inclement weather, all first shift bargaining unit members will not report to work. Second and third shift classified bargaining unit members will report to work, unless evening Adult Education classes are canceled and/or a Level 2 or Level 3 county-wide emergency has been issued for Wayne County due to inclement weather.
- B. 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 bargaining unit members on all shifts will be excused from work, but paid at their regular rate for scheduled work time missed until such time as school reopens. During a period of school closing due to epidemic or public calamity, members who are required to work shall be paid their overtime rate for regular hours they are scheduled to work until school reopens.
- C. The Superintendent shall annually notify the Association President of the media outlets on which the secondary and/or adult day school closing will be announced.
- D. For the first five (5) snow days and/or calamity days of a given school year that prevent a bargaining unit member from working their scheduled hours, the Board will pay the member their regular rate of pay. If there are additional days missed due to further snow days and/or calamity days beyond the first five (5), the bargaining unit member shall make the Board whole by working the additional days.

ARTICLE 30 - WORKERS' COMPENSATION

Bargaining unit members may recover benefits from Workers' Compensation for accidental injuries received while performing job duties as assigned by the Board, subject to rules and regulations of the Bureau.

- A. A letter of rights, choices, dates and the responsibilities of the employee and the Employer will be provided to the employee injured on the job.
- B. The employee injured on the job, by mutual agreement between the employee and the Employer, may come back to work on light duty with his/her doctor's approval.

ARTICLE 31 - LABOR-MANAGEMENT COMMITTEE/SCHOOL CALENDAR INPUT

- A. The Wayne County Joint Vocational School District Board of Education and the Wayne County JVS Education Association agree to establish a Labor-Management Committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. The

Committee shall meet at mutually agreeable times, at least once per month during the school year, for the purpose of discussing, not negotiating, issues of concern to both parties. This Committee will not negotiate issues related to the Negotiated Agreement between the Association and the Board.

- B. The Association President shall have input on the school calendar. In addition to dates currently designated, the school calendar shall delineate dates for parent/ student orientation and open house.

ARTICLE 32 - ASSOCIATION MEETINGS

Association members who are part-time certified or classified personnel will be permitted to attend no more than two (2) general meetings per year of forty-five (45) minutes in length, between 3:00 PM and 4:00 PM, on a scheduled workday without loss of pay. 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 workday is made up at the discretion of the bargaining unit member's immediate supervisor within ten (10) working days before and/or after the date of the meeting in no smaller than fifteen (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 employee being absent from his/her duty station.

ARTICLE 33 - TB TESTS

All bargaining unit members of the Board may be required to avail themselves of an approved TB Test. The results of the test shall be on file in the Superintendent's office.

ARTICLE 34 - IMPLEMENTATION AND AMENDMENTS

A. Agreement Binding Clause

This Contract contains the full and complete agreement between the Board and the Association, 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 In Salary Clause

If it is determined by the 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 WCJVSD bargaining unit members as per the Ohio Revised Code.

D. Duration of Agreement Clause

Except as otherwise provided herein, this Agreement shall be effective _____ 2020, and shall remain in effect until June 30, 2023, at which time it shall expire. In the event that the Board and the 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


E. This Master Agreement shall become effective upon approval by the Association and the Board. This document may be amended by mutual agreement of the Board and the Association.

F. This Master Agreement was made and entered into this _____ day of _____, 2020, by and between the Board and the Association.

BOARD OF EDUCATION


Philip Keener, President


Dr. Kip Crain, Superintendent

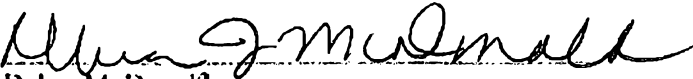

Mary Workman, Treasurer

This Master Agreement as amended and its appendices were adopted by the Board on May 20, 2020.



Mary Workman, Treasurer

ASSOCIATION


Theresa Morgan, Association President


Debra McDonald


James Harlan


Dale Tackett


Celia O'Hearn

This Master Agreement as amended and its appendices were adopted by the Association on June, 2020.


Dale Tackett, Secretary

Grievance # _____

GRIEVANCE PROCEDURE
STEP ONE

Date

Grievant

Supervisor

Date Grievance Occurred

1. Statement of Grievant:

2. Relief Sought:

Signature of Grievant

Date

Disposition by Supervisor

Signature of Supervisor

Date

Grievance # _____

GRIEVANCE PROCEDURE
STEP TWO

Date

Grievant

Supervisor

Date Grievance Occurred

1. Statement of Grievant:

2. Relief Sought:

Signature of Grievant

Date

Disposition by Superintendent

Signature of Superintendent

Date

COMPLAINT # _____

FORMAL COMPLAINT PROCEDURE
STEP ONE

Date

Complainant

Supervisor

Date Cause of Complaint Occurred

Request for a Meeting On:

1. Statement of Complaint:

2. Relief Sought:

Signature of Complainant

Date

Disposition by Supervisor

Signature of Supervisor

Date

COMPLAINT # _____

FORMAL COMPLAINT PROCEDURE
STEP TWO

Date

Complainant

Supervisor

Date Cause of Complaint Occurred

Request for a Meeting On:

1. Statement of Complaint:

2. Relief Sought:

Signature of Complainant

Date

Disposition by Superintendent

Signature of Superintendent

Date

APPENDIX C

COMMITTEES

Article(s)	Committee Name	Membership	Meetings
Classified - Articles 9 (I), 12 (I),25 (D)	Classified Staff Committee	5 – Administration/Non-Bargaining Members 5 – Bargaining Unit Members	

Scope of Responsibility: To review the classified employee evaluation procedure and other issues related to classified staff such as parameters for testing related to the hiring process and classified movement guidelines including IPDP.

Certified - Article 9 (I)	Employee Performance Evaluation Committee (EPEC) ¹	Equal number of Bargaining Unit Members and Administration. The Association President and Lead Mentor are standing members of the Committee.	
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Scope of Responsibility: To review the official evaluation procedures for certificated/licensed staff.

	Faculty Advisory Committee (FAC)	Department Chairs, Lead Mentor, Association President, Representative of Classified Staff Committee, High Schools That Work Coordinator, Superintendent, Director of Operations, Principal, High School Supervisors, Adult Education Supervisor, Marketing & Retention Coordinator	
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Scope of Responsibility: To review, departmental budgets and other district wide issues brought to the committee for consideration.

Classified - Article 34 Certified – Article 33	Labor-Management Committee	3 – Administration members 3 – Bargaining Unit members	At least once a month during school year at mutually agreeable time.
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Scope of Responsibility: To discuss, not negotiate, issues of concern to both parties, including such matters as uniforms and sick leave donation.

	Local Professional Development Committee (LPDC)	3 – Administration members 4 – Bargaining Unit members holding a current Professional Teaching Certificate/License	At least four ½ day meetings during school year at mutually agreeable time. May request more time from Superintendent.
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Scope of Responsibility: To follow ODE guidelines and WCSSC BOE Policy with actions regarding Individual Professional Development Plans and District Professional Development.

Classified – Article 21 F Certified – Article 21 F	Wellness/Benefits Committee	Equal membership from the Administration and Bargaining Unit. Membership is limited by availability of Administration Representatives.	
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Scope of Responsibility: To monitor wellness and benefits of the District

¹ The Master Teacher Committee is a subcommittee subject to the Committee internal governance.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WAYNE COUNTY JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF
EDUCATION
AND
THE WAYNE COUNTY JVS EDUCATION ASSOCIATION OEA/NEA**

This Memorandum of Understanding is entered into this 10 day of March, 2020, by and between the Wayne County Joint Vocational School District Board of Education (hereinafter referred to as the "Board"), the Wayne County JVS Education Association/OEA/NEA (Certified, Classified, and Part-time Bargaining Units) (hereinafter referred to as the "Association").

WHEREAS, the BOARD and the ASSOCIATION have negotiated and executed a Collective Bargaining Agreements (July 1, 2020 – June 30, 2023) which covers the terms and conditions of employment for members of the bargaining units; and

WHEREAS, the Collective Bargaining Agreements are silent on the Certified Supplemental Pay Rate for the position of 'Teaching Leadership';

WHEREAS, part-time bargaining unit Teaching Assistants shall be performing certified work relating to preparing, teaching, and evaluating CTE courses;

NOW THEREFORE, the ASSOCIATION and the BOARD, in consideration for the mutual promises and covenants contained herein agree to clarify the Collective Bargaining Agreement in the following manner:

- *The Board shall compensate any and all employees performing the supplemental of 'Teaching Leadership' at the rate of \$2,750 for the 2020 through 2021 school year*
- *The Board and Association shall evaluate the need for, and bargain, any changes to the aforementioned supplemental pay rate through the Labor Management Committee at the end of every school year*

WHEREFORE, the undersigned have executed this Memorandum of Understanding as of the date set forth above with full authority to bind the parties hereto.

This agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

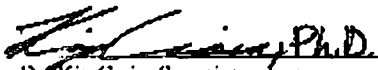
This Agreement is a binding contractual commitment. The parties acknowledge and agree that this Agreement may be enforced, and is subject to Article 9, Grievance Procedure in the Master Agreement, effective immediately.

The Association acknowledges that it has had an opportunity to review this Agreement with the Labor Relations Consultant for the Association and that the Association understand its terms.

The Board acknowledges that it has had an opportunity to review this Agreement with any and or all administrators, Board members, and the counsel of its choosing and that the Board understands its terms.

The Association and the Board recognize and agree the resolution of this issue shall not have any value as precedent regarding any other matter, or the interpretation of, the collective bargaining agreement for certified staff currently in effect between the parties.

WAYNCE COUNTY JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION


Dr. Kip Crain, Superintendent

3/10/2020
Date

WAYNE COUNTY JVS EDUCATION ASSOCIATION OEA/NEA


Thetesa Morgan, WCJVEA President

3/10/2020
Date