



08-13-2018
0107-02
18-CON-02-0107
K37066

AGREEMENT

Between

**TRI-COUNTY CAREER CENTER
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES
OAPSE/AFSCME, LOCAL 4
AFL-CIO AND ITS LOCAL #784**



JULY 1, 2018 - JUNE 30, 2021

TABLE OF CONTENTS

ARTICLE I RECOGNITION	1
ARTICLE II MANAGEMENT RIGHTS.....	2
ARTICLE III WAIVER OF NEGOTIATIONS	2
ARTICLE IV BARGAINING PROCEDURES	2
ARTICLE V GRIEVANCE PROCEDURE.....	4
ARTICLE VI PAY PERIODS AND PAYROLL DEDUCTIONS	7
ARTICLE VII DUES DEDUCTION	8
ARTICLE VIII UNION REPRESENTATION.....	8
ARTICLE IX SENIORITY	9
ARTICLE X JOB POSTING & BIDDING.....	10
ARTICLE XI REDUCTION IN FORCE	11
ARTICLE XII LEAVES.....	12
ARTICLE XIII VACATIONS.....	19
ARTICLE XIV HOLIDAYS	20
ARTICLE XV DISCIPLINE	21
ARTICLE XVI HOURS OF WORK/OVERTIME.....	22
ARTICLE XVII SEVERANCE PAY.....	24
ARTICLE XVIII SMOKING/TOBACCO USAGE.....	25
ARTICLE XIX EMPLOYMENT CONTRACTS	25
ARTICLE XX PERSONNEL FILES	26
ARTICLE XXI JOB DESCRIPTIONS	26
ARTICLE XXII AGENCY FEE	26
ARTICLE XXIII CONTRACTING OUT	27
ARTICLE XXIV NON-DISCRIMINATION	27

ARTICLE XXV LUNCH & WORK BREAKS	27
ARTICLE XXVI SERS PICK-UP.....	28
ARTICLE XXVII CRIMINAL RECORD CHECK.....	28
ARTICLE XXVIII INSURANCE	29
ARTICLE XXIX WAGES	32
ARTICLE XXX OAPSE/ADMINISTRATION COMMITTEE.....	33
ARTICLE XXXI RETIRE/REHIRE RE-EMPLOYED CLASSIFIED STAFF	33
ARTICLE XXXII CALAMITY TIME	35
ARTICLE XXXIII EMPLOYEE EVALUATIONS.....	36
ARTICLE XXXIV AIDES.....	36
ARTICLE XXXV SEPARABILITY AND DURATION	36
SIGNATURES.....	37
SALARY SCHEDULES	38

ARTICLE I RECOGNITION

1.1 The Board of Education of the Tri-County Career Center (the “Board of Education”) recognizes the Tri-County Career Center Classified Employees Association, Local 784 of the Ohio Association of Public School Employees, AFSCME AFL-CIO (the “Union”) as the exclusive bargaining representative for all employees in the bargaining unit as defined herein.

The bargaining unit includes regular employees in the following classifications:

1. Maintenance/Custodian*
2. Maintenance
3. Aide
4. Food Service
5. Secretary
6. Shipping/Receiving/Inventory Clerk
7. Field Trip Bus Driver/Custodian
8. Night Custodian
9. Bus Coordinator

*The Maintenance/Custodian classification will be eliminated for the night shift upon the natural attrition of employees within the classification who are employed in the classification and who are serving in a night shift capacity.

The bargaining unit does not include supervisors, managerial employees, confidential employees and professional employees as defined in Chapter 4117 of the Ohio Revised Code.

For the purpose of determining membership in the bargaining unit, the term “employee” means an employee who is employed under a regular contract of employment and who has served a probationary employment period of one hundred and twenty (120) scheduled work days from the date of their first scheduled work day. During that period such employees will be provided compensation and other benefits as provided in the agreement for regular employees but such employees will not be entitled to file a grievance.

Probationary employment may be terminated by the Superintendent at any time during the probationary period. The termination of probationary employment will not be subject to the grievance procedure.

When new classified positions are created by the employer or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the union within thirty (30) days of establishment of the position. Should the employer and the union not agree on the inclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position(s), the union may petition the State Employment Relations Board (SERB) for a determination. Should such positions be determined to be in the bargaining unit, the employer and the union shall meet to determine placement on the salary schedule.

ARTICLE II MANAGEMENT RIGHTS

- 2.1 The Board has the responsibility and shall exercise, at all times, its exclusive authority to manage and direct all the operations and activities of the school district to the full extent authorized by law. The exercise of the powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules, as it may deem necessary, shall be limited only by the specific and express terms of this agreement.

ARTICLE III WAIVER OF NEGOTIATIONS

- 3.1 No agreement, alteration, variation, waiver of modification or any of the terms or conditions contained in the Agreement shall be binding upon the parties hereto unless executed in writing by the parties.
- 3.2 The waiver of any provision of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein. The non-exercise of rights retained by the Board shall not be deemed to waive any such rights or the right to exercise them in some other way in the future.
- 3.3 The parties acknowledge that this agreement, together with any written modification thereof, embody the complete and final understanding reached by the parties as to the wages, hours and other terms and conditions of employment of all employees covered by this Agreement. The Board shall not be obligated to bargain collectively with the Association during the terms of this Agreement with the sole exception of any obligation to bargain incurred pursuant to the provisions of the Separability Clause of this Agreement or any reopened provisions which may be provided herein.

ARTICLE IV BARGAINING PROCEDURES

- 4.1 Notification

If either of the parties desire to commence bargaining, it shall notify the other party in writing at least ninety (90) but no more than one hundred and twenty (120) calendar days prior to the expiration of the current agreement. Notification in writing from the Union

shall be served on the Superintendent and from the employer shall be served to the President of the Union. Negotiations shall commence no later than sixty (60) calendar days prior to the expiration of the current agreement.

4.2 Negotiations Meetings

- A. Within fifteen (15) days of written notification of intent to bargain, an initial meeting shall be held between the parties. All proposals shall be submitted, in writing, by the Association at this first meeting and by the Board at the second meeting. After the second meeting, no new proposals shall be submitted by either party unless by mutual agreement.
- B. Meetings shall be scheduled with the least interruption of work schedules. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties. Other rules for conducting negotiations procedures, which are deemed necessary and not covered by this procedure, shall be discussed and agreed upon at the first meeting.
- C. All proposals and counter proposals shall be in writing unless agreed otherwise.

4.3 Negotiations Time Limits

- A. Either party may call for caucus of up to thirty (30) minutes.
- B. Bargaining sessions shall last a maximum of three (3) hours.
- C. Any time limits established under this Article may be modified by mutual agreement of both parties.
- D. Days shall mean calendar days unless specified otherwise.

4.4 Representation

- A. Each team may be represented by not more than six (6) members unless otherwise agreed upon at the first meeting. Each team shall designate one chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at.
- B. Either party may call upon consultants at the expense of the requesting party.
- C. The parties jointly recognize their right to participate in the collective bargaining process without reprisal.

4.5 Information

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes

compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

4.6 While Negotiations Are In Progress

- A. During any phase of negotiations including mediation, there will be no public releases of information to the media unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination.
- B. Both parties may issue progress reports to their members.
- C. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

4.7 Agreement

When the final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Union for ratification. Following ratification by the Union, the agreement shall be submitted to the Board. Upon official adoption by the Board, the agreement shall be signed by both parties. It shall be the responsibility of the Union to print and distribute copies of the new agreement to the members of both parties. The cost of printing of the agreement shall be shared equally between both parties.

4.8 Disagreement

- A. If an agreement is not reached within the specified time limits as contained within this Article, either party may request the services of the Federal Mediation and Conciliation Services for the purpose of mediating an agreement.
- B. The mediator shall have the authority to call meetings and to meet with the team representatives of the Union and the Board. However, the mediator shall not have the authority to extend the time limits of the current agreement, or to bind the parties to any item or agreement.

ARTICLE V GRIEVANCE PROCEDURE

5.1 Grievance Procedure

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the negotiated agreement between the Union and the Board of Education.

A grievant is an employee or group of employees, in the bargaining unit, alleging a violation, misrepresentation or misapplication of the negotiated agreement. The Union may be a grievant with respect to alleged violations of Union rights under the agreement.

A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.

A day shall be defined as a day for which bargaining unit employees are compensated.

If the grievant does not file a grievance within ten (10) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.

Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.

At each formal level, either party may have representation of his/her choice.

Actions involving employee terminations may not be appealed through Step III of the grievance process herein. Actions involving employee terminations shall be appealed to Step IV.

5.2 Informal Procedure

Any grievance shall be discussed with the grievant's immediate supervisor before it is filed in writing in order to seek a mutually agreeable, equitable solution to the grievance. The grievant will indicate that the discussion will pertain to a possible grievance.

5.3 Formal Procedure

Step I

If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within (10) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the immediate supervisor and the Superintendent. Within five (5) days after receipt of the form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance and return a copy to the grievant and the Superintendent within five (5) days after such meeting.

Step II

If the grievant is not satisfied with the written disposition at Level I, the grievant may appeal the grievance to the Superintendent/designee within five (5) days after receipt of the Level I written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the actions which are claimed to have been taken in violation of the contract and the relief sought. A meeting will be held within ten (10) days of Superintendent/designee's receipt of the appeal from Step I. The Superintendent/designee shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, and immediate supervisor.

Step III

The grievant may with the written agreement of the union, not later than ten (10) work days after receipt of the Superintendent's decision, request in writing that the grievance be advanced to mediation. A copy of the grievant's request and the union's agreement will be submitted to the Superintendent.

The mediator shall be selected by the parties from a panel obtained from the Federal Mediation and Conciliation Service ("FMCS"). Mediation shall be scheduled for a mutually-agreed upon date and time by the parties. The results of mediation shall be reduced to writing, and if agreement is reached, the written agreement shall be binding upon both parties. If agreement is not reached through mediation, the grievance may advance in accordance with the provisions outlined in Step IV.

Any fees or expenses of the mediator shall be split by both parties equally upon receipt of proper invoice from the mediator. Any other expenses resulting from the grievance shall be borne by the party incurring them and neither party shall be responsible for the expenses of the other party.

Step IV

The grievant may with the written agreement of the union, not later than ten (10) work days after mediation, request in writing that the grievance be advanced to binding arbitration. A copy of the grievant's request and the union's agreement will be submitted to the Superintendent.

The arbitrator shall be selected from a list or lists submitted by the American Arbitration Association. If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be designated by the American Arbitration Association.

The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of this agreement, or to make any award which is inconsistent with the terms of the agreement or contrary to law.

The arbitrator shall make his report and recommendation to the parties. The arbitrator's decision shall be binding upon the parties.

The fees and expenses of the arbitrator shall be paid by the non-prevailing party. Any other expenses resulting from the grievance shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed to that such hearing is during a witness' regular hours of employment.

All arbitration proceedings will be conducted at times other than the employee's regularly scheduled work hours.

At any time that the question of arbitrability of the grievance is raised, the arbitrator shall first rule on that issue before further proceeding with the grievance. Prior to ruling on the

issue of arbitrability, the arbitrator may conduct such hearings as may be necessary but such hearings shall be limited solely to the issue of arbitrability.

ARTICLE VI PAY PERIODS AND PAYROLL DEDUCTIONS

- 6.1 The salaries of members of the bargaining unit shall be distributed over twelve (12) calendar months on the basis of twenty-four (24) pay periods. If a pay day falls on a scheduled holiday, pay day will be the day before the holiday. If a pay day falls on a weekend day, pay day will be the Friday before the weekend day. An earnings register will be provided to any bargaining unit member upon request.
- 6.2 Bargaining unit members may authorize payroll deductions and contributions of amounts so deducted for the purpose of tax sheltered annuities provided that the annuity be approved by the Board of Education pursuant to Revised Code Sections 9.90 and 9.91.
- 6.3 All members shall have his/her paychecks electronically deposited in an account specified to the Treasurer.
- 6.4 Credit Union payroll deductions authorized by the bargaining unit member in writing will be deducted and paid to the credit union on regular paydate cycles.
- 6.5 Bargaining unit members may, by written authorization in a form acceptable to the Treasurer of the School District, authorize payroll deductions and payment of amounts so deducted to any one or more of the following:

United Way
AFSCME PEOPLE
Credit Union
Tax sheltered Annuities
Income Protection/Disability Insurance
American Automobile Association
ACTE Membership
Ohio Deferred Compensation 457
SERS Service Credit Purchase
Voluntary Life Insurance
Blackrock 529
Roth 457

- 6.6 Bargaining unit members who participate in a group health, dental and/or life insurance under this agreement and who are required to contribute all or a portion of the premium for such insurance will submit written authorization for payroll deduction in the amount of the member's required monthly premium payment to the Treasurer.

ARTICLE VII DUES DEDUCTION

- 7.1 The Board agrees to deduct Union dues for bargaining unit members who authorize the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the names of the employees and the amount deducted.
- 7.2 Deductions shall be in equal amounts each pay period.
- 7.3 Enrollment for dues shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during December 21-31 of each year. Dues deduction authorization not revoked shall be continuous. Written notice of revocation shall be served upon the Treasurer by the revoking employee. Copies of such notices shall be forwarded by the Treasurer to the State Union Treasurer.
- 7.4 The Union will indemnify and hold the Board, its Treasurer, Officers and members harmless from any loss, cost or damage arising out of the provisions of this Article.

ARTICLE VIII UNION REPRESENTATION

- 8.1 The Union will annually, not later than ten days after the beginning of school, designate one or more union representatives to whom official notice may be given and who are authorized by the Union to be official representatives of the union with respect to grievances and such other matters as may arise under this contract. The designation will include the name, address and telephone numbers of the designees and the union will be responsible for notifying the Board of Education on any changes in that information.
- 8.2 Upon prior notice to and the approval of the superintendent and/or his designee, the union will have access to use of the school building for meetings. Except provisions requiring the payment of any fees for the use of school buildings, the union will be subject to Board governing use of school buildings.
- 8.3 The Union may use the inter-school mail and school email systems to distribute official bulletins, newsletters or other circulars.
- 8.4 The Union President, upon submissions of written request to the Superintendent and/or his designee, shall be furnished within a reasonable time after receipt of the request all public documents which are relevant and necessary to the Union's preparations for negotiations. The Union shall be charged for copies on the same basis as others who request copies from the Board.
- 8.5 Prior to each Board of Education meeting, the Board will provide the Union President a copy of the agenda and approved minutes of the previous meeting(s), if available.
- 8.6 Upon prior approval of the Director and/or Superintendent, the union may use school office equipment provided that such use does not interfere with the operation of the school administration. Such use shall be for Union business only. The Union shall reimburse the

Board for all supplies used in the operation of Board equipment (for example - paper, ink, ribbons) and will pay for any damage to equipment over and above the normal wear and tear.

- 8.7 Telephones may be used in any building provided (1) such use does not interfere with the normal use of telephones for school businesses, and (2) use of the telephone does not interfere with or interrupt the bargaining unit member's performance of his/her duties. The Union shall reimburse the Board for any additional cost incurred by reason of its use of telephones.
- 8.8 Official representatives of the union as set forth and identified pursuant to subsection 1 of this Article may transact Union business on school property when both the representative and the employee(s) with whom he/she is meeting are on a Board recognized break so long as such activities do not interfere with employees' performance of the duties and responsibilities of their jobs.
- 8.9 Official representatives of the union will notify administration of meetings for the preparation of negotiations in advance one week prior to the meeting. Local Union meetings scheduled during an employee's scheduled work hours will be forty-five minutes or less, with notification of at least one week.

ARTICLE IX SENIORITY

- 9.1 System seniority shall be defined as the employee's continuous years of employment with the employer as calculated from the employee's most recent date of hire.
- 9.2 Classification seniority shall be defined as the employee's continuous years of employment with the employer as calculated from the most recent date of entry into such classification. Classifications shall be defined as:

Maintenance/Custodian*
Maintenance
Aide
Food Service
Secretary
Shipping/Receiving/Inventory Clerk
Field Trip Bus Driver/Custodian
Night Custodian
Bus Coordinator

*The Maintenance/Custodial classification will be eliminated for the night shift upon the natural attrition of employees within the classification who are employed in the classification and who are serving in a night shift capacity.

- 9.3 All leaves of absence and layoff time shall not constitute an interruption of any seniority accumulated.

9.4 On written request of the Union and not more than once per year, the superintendent will provide a list showing the seniority of each classified employee in the bargaining unit. Such list will be provided within a reasonable time after request but not more than thirty days.

ARTICLE X JOB POSTING & BIDDING

10.1 Job Posting

When a vacancy in an existing bargaining unit position occurs, or is reasonably anticipated, notice of the vacancy will be posted. Notice of the vacancy will include the job classification, work location, and hours of work. A notice will be posted for a period of five (5) work days on appropriate bulletin boards in each building. Vacancies which occur when school is not in session will be provided to bargaining unit members via mail. Secondary vacancies which may arise from the award of a bid will be posted for a period of five (5) work days.

10.2 Job Bidding

Bargaining unit employees may bid on vacant positions by submitting properly completed and signed forms to the superintendent's office prior to the close of the posting period.

10.3 Filling Vacancies

Employees who submit bids for vacant bargaining unit positions in the same classification will be given first consideration for those positions. If more than one member of the bargaining unit in the same classification submits a bid for the vacant position, the qualified bidder or bidders having greater seniority will be considered first. If no such person is selected, then qualified bidders presently employed in other classifications will be considered. If no such bidder is selected, the position will be filled from outside the bargaining unit. Whenever possible, vacancies shall be filled within twenty (20) workdays following the posting period.

10.4 Pay Rate Upon Transfer

When an employee is transferred into another classification, he/she shall carry their current salary step into the new classification.

10.5 Exclusions

The provisions of this Article do not require the filling of any vacancy nor do they prohibit the Board of Education from filling, on a temporary basis, any position either by employment of substitute personnel or by assignment of existing bargaining unit members to the vacant position pending the filling of the vacancy. Whenever possible, the temporary filling of a vacancy shall be limited to twenty (20) workdays.

10.6 Changing Classification or Jobs

Bargaining unit employees who are tentatively selected for a vacant position shall be permitted to review the position in which they are bidding by taking part in a trial period of two (2) working days. The two-day trial period shall take place prior to the actual awarding of the vacant position.

ARTICLE XI
REDUCTION IN FORCE

- 11.1 Employment of bargaining unit members may be suspended (layoff) for lack of funds, lack of work or abolishment of position. Prior to the layoff of any bargaining unit employee a reasonable effort will be made to reduce the work force through attrition but the Board shall not be required to maintain in service any employee subject to layoff. For purposes of this Article, the classifications subject to layoff will be those set forth in the recognition clause of this agreement.
- 11.2 In any classification provisional employees shall be laid off first, followed by probationary employees. All layoffs shall begin with the least senior employee and continue in reverse order of seniority.
- 11.3 In any classification, regular employees shall be laid off last beginning with the least senior employee and continuing in reverse order of seniority.
- 11.4 In cases where more than one employee has identical seniority dates, system seniority shall determine the order of layoff. Regular part-time employment immediately preceding full-time employment will be included in system seniority. Where system seniority is also identical, evaluation by the Superintendent in consultation with the immediate supervisor shall determine the order of layoff.
- 11.5 Twenty (20) days prior to the effective date of any layoff the Board shall prepare a list of names, classifications and seniority dates of any employees to be laid off and shall post and list on an appropriate bulletin board in each building.
- 11.6 Each employee who will be laid off shall be given twenty days advance written notice which shall include the following:
 - A. Reason for the layoff;
 - B. Effective date of the layoff; and
 - C. A statement advising the employee of reinstatement rights.
- 11.7 The layoff list for each classification shall be sent to the President of the OAPSE Local.
- 11.8 Any employee who is laid off under the above provisions shall maintain recall rights to vacancies occurring in the classification from which the employee was reduced in force for a period of two (2) years from the date of the layoff. Employees shall be recalled in reverse

order of layoff, with the most senior employee recalled first. Notice of recall to any vacancy shall be sent to an employee of the Board by certified mail. A laid off employee shall have fifteen (15) calendar days from the date of receipt of such notice to accept or reject the recall. Any employee who declines recall or who fails to respond to notice of recall within fifteen (15) calendar days from the date of receipt of such notice shall be removed from the recall list. A recalled employee shall be credited with all previously accumulated seniority. It will be the responsibility of the employee to provide and maintain a current mailing address. Any employee not desiring recall shall notify the Board in writing.

11.9 An employee scheduled for layoff in one classification who has, within the previous five years held seniority in another classification, shall have the right to bump the least senior employee in the former classification providing he/she has greater seniority in that classification than the current least senior employee. The employee shall not displace employees in a classification if the employee does not meet the minimum qualifications of the classification. Bumping rights must be exercised by written notice to the Superintendent not more than three (3) days after the employee is notified of layoff.

ARTICLE XII LEAVES

12.1 Accident Reporting/Continuation of Benefits

A. Workers' Compensation

The Board and the Union acknowledge that the employees covered under this agreement are subject to the Ohio Workers' Compensation statutes. Workers' Compensation claim forms will be made available to any member of the bargaining unit requesting such forms.

B. Accident Reporting

Any injury incurred by a member of the bargaining unit during the course of or arising out of employment will be reported to the employee's supervisor immediately and an accident report will be completed and filed within forty-eight (48) hours of the occurrence.

C. Notification of Accident or Claims

Any member of the bargaining unit who is the subject of any claim, demand or suit or who is involved in any accident involving injury to persons or property arising out of or in any way connected with employment, will notify his or her supervisor immediately.

D. Continuation of Insurance Benefits

Any member of the bargaining unit who is unable to work as the result of an injury suffered during the course of employment and who has applied for and been granted

Workers' Compensation with respect to such injury and who has exhausted all available sick leave and who has requested and been granted a disability leave of absence may request the Board of Education to continue, for up to one year, the employee's insurance benefits at current negotiated rates as per Article 28. If the Board of Education, in its discretion, agrees to provide such benefits and if the insurance carrier will provide coverage for such person under the terms of existing group insurance policies, then insurance coverage will be continued at the cost to the employee of the current negotiated rates as per Article 28 for a period of one (1) year or until the employee's return to service, whichever occurs first.

12.2 Assault Leave

- A. An employee who is absent due to disability from an assault which occurs on Tri-County Career Center premises or while in attendance at an assigned school function and in the course of and arising out of said employee's employment, shall be granted up to thirty (30) working days assault leave. During such assault leave, said employee shall be maintained on full pay basis, and such leave shall not be charged against any other leave.
- B. Assault leave may not be granted under this policy unless the employee in question:
 - 1. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - 2. Agrees to file criminal prosecution against the person or persons involved, if known.
- C. The Board may require examination by a board appointed physician.
- D. Prior to returning from assault leave, the employee will provide a doctor's certificate verifying the employee's ability to perform the usual and customary duties of employment.
- E. Any recovery by the assaulted employee will be paid to the Board of Education to the extent of salary and benefits paid the employee under this provision.
- F. Additional assault leave may be granted or extended at the discretion of the Board of Education.

12.3 Bereavement Leave

Employees may use accumulated sick leave for absence due to death in the immediate family of an employee. Death in the immediate family of an employee is defined to mean the death of the father, mother, brother, sister, son, daughter, spouse, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, step-parents and legal guardian. Where the situation arises that an employee must arrange for or attend the funeral of persons other

than those listed above, sick leave may be used if requested and approved by the Superintendent. Bereavement leave will not exceed five (5) work days. If it is necessary for an employee to be absent from work more than five (5) work days, permission for such additional leave must be secured from the Superintendent.

12.4 Jury Duty

Members of the bargaining unit who are regular full-time employees, who are called for jury duty or receive a subpoena to testify, shall be granted their regular daily compensation for those days which jury duty or witness duty is required. Employees may remit or keep any compensation received by the court. Members of the bargaining unit called for jury duty or who have received a subpoena shall provide a copy of the summons or subpoena to their immediate supervisor immediately and will advise their supervisor as soon as they are excused from jury or witness duty.

12.5 Military Leave

Members of the bargaining unit will be afforded all rights provided by law to military leave of absence and reinstatement upon return from such leave.

Members of the bargaining unit who are eligible for service or salary credit based on time spent in the armed forces shall advise the Treasurer of such eligibility and the Treasurer may rely on the information so provided for all purposes.

Current Board Policy will apply to all requests for leaves of absences for military service and reinstatement from such leave.

12.6 OAPSE Business Leave

The Board of Education will grant leave up to two (2) designated representatives up to three (3) days each to attend the OAPSE annual conference. Such leave will be with pay. The Union Representatives requesting such leave will submit the request in writing not less than thirty (30) days before the first day for which leave is requested. The Board will not pay any travel or related expenses connected with OAPSE leave.

12.7 Personal Leave

Members of the bargaining unit will be granted up to three (3) days unrestricted personal leave each year. Members hired after July 1 of any contract year shall have the three (3) days unrestricted personal leave prorated during the first contract year of employment. Said leave must be used in no less than one-half (1/2) day increments, based on the employee's regularly scheduled work day during the academic year. All requests for personal leave will be submitted to the employee's supervisor not less than three (3) days prior to the days for which leave is requested so that there is adequate time for the supervisor and/or Superintendent to review and approve or disapprove the request. Special exceptions may be made in emergency situations as determined by the Superintendent. Except in the case of an emergency as approved by the Superintendent, personal leave may not be requested or used the day before or after a holiday or vacation, the end of school or

on consecutive days. Not more than one person from each job classification will be granted personal leave on the same day.

An employee who does not use personal leave during the school year shall be allowed the following options: 1) employee may carry over up to two (2) unused personal days into the following year, provided the employee so notifies the treasurer by the last contractual workday of each year, and/or 2) any unused personal leave days not carried over shall be paid at ninety dollars (\$90) per each day.

After fifteen (15) years of service, the subsequent July 1 date following the anniversary date of hire, classified employees are provided one (1) additional personal day each year up to a maximum total of four (4) personal leave days per year. After twenty (20) years of service, based on the anniversary Date of Hire, classified employees are provided two (2) additional personal days each year up to a maximum total of five (5) personal leave days per year. No employee may use more than five (5) personal leave days during any year.

The payment for unused personal leave will be made to the employee by August 25.

12.8 Professional Leave

Members of the bargaining unit may apply for professional leave with pay for the following purposes:

1. Attendance at workshops, seminars and other professional improvement sessions designed to improve the effectiveness of the employee's skills.
2. Educational trips which require out-of-state travel.
3. Conferences and seminars sponsored by the State Department of Career-Technical Education.

Application for professional leave will be made to the Superintendent not less than one week prior to the time for which leave is requested. The application will include the days for which leave is requested and an estimate of expenses. Professional leave requests may be granted or denied at the sole discretion of the Superintendent or his designee.

If professional leave is granted, the Board will reimburse the employee for all reasonable and necessary expenses at Board approved rates. Receipts will be submitted to the Board with any request for expense reimbursement.

An employee may be required to write a report regarding the information gained from the meeting within one (1) month following the leave.

12.9 Sick Leave

A. Accrual

Regular full-time members of the bargaining unit will accrue sick leave at the rate of one and one-fourth (1-1/4) days per month for each month of completed service. Members of the bargaining unit who render less than full-time service will accrue sick leave in proportion to the time actually worked.

B. Advancement

Members of the bargaining unit who have exhausted their respective sick leave balance will be advanced up to five days of sick leave upon written request and upon approval of the Superintendent. Advanced sick leave which is used will be credited against sick leave as earned.

C. Use of Sick Leave

Members of the bargaining unit may, subject to approval of the responsible administrator, use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death in the employee's immediate family. Sick leave is paid based on the regularly scheduled work hours of the employee using sick leave. Immediate family means parent, step parent, legal guardian, mother and father-in-law, daughter-in-law and son-in-law, child, spouse, sister and brother, grandparent and grandchild, and any relative who is a permanent resident in the employee's home. If circumstances would exist that an employee would request sick leave for persons other than those listed above, such request would be subject to the approval of the Superintendent.

Sick leave may be used by the employee for no less than two (2) hours. If the need to use sick leave is at the first or last hour of the employee's regularly scheduled shift, the supervisor may approve the employee to use sick leave for one (1) hour.

D. Verification of Illness

The responsible administrator will require each member of the bargaining unit requesting sick leave to submit Board-prescribed leave requests to justify the use of sick leave. Substantiating medical documentation may also be required to justify the use of sick leave. Failure to provide either form of documentation may result in sick leave being denied; or disciplinary action, as appropriate. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.

An employee absent from work five days or more due to personal illness may be required to provide a statement from the attending physician certifying his or her ability to return to work.

E. Physical Examination

The Board of Education may require members of the bargaining unit to submit to physical and/or mental examination for the purpose of ascertaining whether or not the employee is capable of satisfactorily performing the duties of employment. If requested by the board, the Board will pay the cost of such examination.

F. Accumulation of Unused Sick Leave

Unused sick leave may be accumulated to a maximum of 320 days.

12.10 Unpaid Leaves of Absence

- A. Employees absent from work due to a condition of disability will apply for disability retirement or service retirement with School Employees Retirement System. Accrued sick leave will be available for use until disability retirement benefits are approved. The Board of Education will grant a disability leave of absence for a period not exceeding two (2) successive school years. Any employee for whom a question of disability exists may be required to submit to examination by a physician designated by the Board of Education. Any such examination will be conducted at Board expense. For purposes of this provision, disability means a condition rendering the employee unable to perform the normal duties of employment and which is reasonably expected to continue for a period of at least one year in the future.
- B. In the case of illness or disability not qualifying the employee for retirement, the Board will, on request, grant unpaid disability leave or absence for up to two (2) successive school years.
- C. Unpaid leaves of absence for up to two (2) successive school years may, at the discretion of the Board of Education, be granted for reasons other than disability or illness on such terms as determined by the Board.
- D. Employees who have been granted an unpaid leave of absence may, subject to the approval of the insurance carrier, continue health, life, and related insurance benefits at group rates at the employee's cost, upon payment of the applicable premium to the Treasurer, not less than ten (10) days in advance of the premium due dates.

12.11 Family Medical Leave Act

- A. An employee, employed no less than half-time, with at least 12 months service in the Tri-County Career Center immediately preceding the commencement of the leave, shall be provided 12 weeks of unpaid family medical leave (concurrently with other district provided leaves during each school year) for: 1) the birth of a child and to care for the newborn child; 2) due to the placement of a child with the employee for adoption or foster care; 3) because the employee is needed to care for a family member (spouse, son, daughter or parent) with a serious health condition;

4) because the employee's own serious health condition makes the employee unable to perform the functions of his or her job; or 5) for reasons of military exigency and/or caregiver, with the following specifications and in accordance with Board Policy:

1. The employee shall apply in writing to the superintendent (or designee) not later than thirty (30) days prior to the beginning of the requested leave of absence if the need for leave is foreseeable. The written application, requiring the superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to district operations. The Superintendent may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a leave. Pursuant to the act, the employer, at its expense, may require a second medical certification by a medical provider of its choice.
2. While on family medical leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group coverage to the same extent that the Board paid for the coverage each employee had before beginning his or her leave.
3. Serious health condition is defined as an illness, injury, impairment or mental condition that involves: 1) inpatient care in a hospital, hospice or residential medical facility; or 2) continuing treatment by a health care provider.
4. Once the leave is approved by the Superintendent, it may be altered or cancelled with the approval of the Superintendent, and the applicant.
5. Taking of intermittent leave, leave on a reduced schedule and leave near the end of an academic term shall be governed by the Act.

12.12 Catastrophic Leave Assistance Program

- A. The Tri-County Career Center shall maintain a Catastrophic Leave Assistance Program (CLAP) that will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant, per school year. The maximum number of days an applicant may receive in a school year is one hundred twenty (120). Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
- B. To qualify for the CLAP, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent), must have experienced a catastrophic illness or injury, and the employee must have exhausted his/her sick and personal leave(s). The CLAP cannot be used

beyond the current contract under which the individual is employed or beyond the end of the school year in which the application is made.

C. Request for use of the CLAP will be considered on a case by case basis and must be made strictly through the union and shall not be made on an individual employee solicitation basis. A committee, composed of members selected by the Association will make a determination based on the following criteria.

1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent) must have experienced a catastrophic illness or injury that has exhausted or will exhaust the employee's accumulated sick and personal leave.
2. The total use of the CLAP shall not exceed the current employee's contract or current school year and total receipt of donated days will be reflected in the recipient employee's W-2.
3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
4. All donations of sick leave by staff members will remain confidential and should be submitted to the Association President. The Association President will submit the names and number of days to be deducted from each of the donating employees to the Treasurer.
5. Activation of the program shall require a majority vote of the committee.

ARTICLE XIII VACATIONS

13.1 All 12 month employees shall be entitled to a paid vacation as follows: any request to use a planned paid vacation must be made to the employee's supervisor at least three days prior to the use. Vacation day for anything other than a planned vacation (such as an emergency), notification must be given to the supervisor prior to the start of the shift.

1 through 6 Years	-	10 Days (Two Weeks)
7 through 13 Years	-	15 Days (Three Weeks)
14 Years and up	-	20 Days (Four Weeks)

Eligibility for the next higher increment of vacation days (i.e. 7 years and 14 years, respectively) is determined based upon the subsequent July 1 date following the anniversary date of hire.

All employees hired or otherwise transferred into 11 month positions on or after July 1, 2016 shall be entitled to a paid vacation as follows:

1 through 14 Years	-	10 Days (Two Weeks)
15 Years and up	-	15 Days (Three Weeks)

Eligibility for the next higher increment of vacation days (i.e. 15 years) is determined based upon the subsequent July 1 date following the anniversary date of hire.

- 13.2 Vacation shall be earned on a monthly basis based on the employee's hours of employment.
- 13.3 Vacation time shall not be accumulated for more than two (2) years. Upon separation from employment, any unused accumulated vacation time to the employee's credit will be paid to the employee at the employee's then current hourly rate of pay.
- 13.4 Only one (1) week of vacation may be taken per occurrence while high school is in session unless additional vacation has been approved by the supervisor and the Superintendent. Additional vacation time must be approved in advance and is contingent upon adequate accrual of vacation time.
- 13.5 No credit will be given for purposes of the vacation schedule above in 13.1 to employees who are employed by the Center with previously accumulated years of public service credit earned elsewhere

ARTICLE XIV HOLIDAYS

- 14.1 The following days are paid holidays if the employee is scheduled to work the last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday.
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Memorial Day
 - 4. July 4th
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. Day After Thanksgiving
 - 8. Christmas Eve Day
 - 9. Christmas Day
 - 10. New Year's Eve Day

- 14.2 Unless otherwise scheduled, if the holiday falls on a Saturday, the holiday will be observed on the Friday before; if the holiday falls on a Sunday, the holiday will be observed on the Monday after.
- 14.3 If an employee is required to work on a paid holiday, that employee shall receive time and one half (1-1/2) his/her regular hourly rate of pay in addition to his/her holiday pay for all hours worked.

ARTICLE XV DISCIPLINE

- 15.1 When disciplinary action is proposed, notice of the reason for the disciplinary action shall be provided to the employee involved. Said employee shall have a right, upon request, to a hearing before the Superintendent on such action and shall have a right to be represented at such hearing by the Association. When a disciplinary matter must be acted upon by the Board, the hearing before the Superintendent shall take place prior to such Board action. Any such hearing must be requested within three (3) work days after notice of the reasons for the disciplinary action. Nothing in the above provisions prohibits the immediate discipline of an employee pending the outcome of the hearing process when the Superintendent deems such action as necessary.
- 15.2 Except in those matters involving the health, safety or welfare of the public or those matters involving the safety and security of school property as determined by the Superintendent or his designee, the normal sequence of discipline for members of the bargaining unit will be as follows:
 1. First Written Reprimand
 2. Second Written Reprimand
 3. Suspension
 4. Termination

Bargaining unit employees will receive copies of all disciplinary action reports that become part of their personnel file. The Superintendent or his designee may depart from this sequence at any time that the conduct, in his judgment warrants a more or less severe type of disciplinary action. An employee receiving a verbal warning or written reprimand may request the deletion of such warning or reprimand from his or her personnel file after completion of twenty-four (24) consecutive months during which no recurrence of the same violation occurs. Record of disciplinary suspension may be deleted after thirty-six (36) consecutive months during which no recurrence of the same violation occurs.

- 15.3 Discipline of bargaining unit members involving termination or suspension without pay will be only for just cause and shall be subject to the grievance procedure. Just cause for purposes of discipline under this agreement shall include those conditions for discipline as set forth in Revised Code Section 3319.08.1; incompetency, inefficiency, dishonesty,

drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance.

- 15.4 All notices of Disciplinary Hearings and formal disciplinary action (Written Reprimands, Suspensions, and Terminations) and reasons for disciplinary actions shall be provided in writing to the local union president.
- 15.5 It is the intention of the parties that this article supersedes contrary provisions of Ohio Law to the fullest extent possible.

ARTICLE XVI HOURS OF WORK/OVERTIME

16.1 Hours of Work

The normal work week, with the exception of Section 16.4, will consist of not more than forty hours of work scheduled for five consecutive days (Monday through Friday).

16.2 Overtime Pay

Members of the bargaining unit required by their supervisor or the administration to work more than forty hours in any scheduled work week, will be paid a premium rate of pay. Overtime hours will be compensated at the rate of time and one-half (1-1/2) and will be paid in the next following pay period after the pay period in which the hours were worked. No overtime hours will be permitted unless expressly approved in advance and in writing or in email by the employee's supervisor.

Employees shall opt to be paid overtime or compensatory time off at the rate of one and one half hours for each hour of overtime worked. Compensatory time off shall be computed as time worked for the purpose of computation of overtime. The Superintendent must approve absences for the use of compensatory time off. If compensatory time off is approved, the time will be accumulated and used in accordance with the provisions of the Fair Labor Standards Act as well as applicable Board Policy.

16.3 Overtime Distribution During the HS Academic Year:

Overtime work for special events (such as prom, career night, etc.) will be assigned by management based on employee classification and abilities. All overtime when assigned will be offered to regular unit employees first on a rotating basis when practicable, as determined by the administration. In the event no unit employees elect to work the offered overtime then management may assign the work to a sub based on his/her abilities. Overtime necessary to complete a work effort in progress due to time constraints, or in an emergency, will be assigned by the supervisor and or administration as needed.

If an employee is called in to work by the administration at any time that is not shift time for the employee, the employee will be paid for all hours actually worked for the call-in time but in no case less than a two (2) hour minimum call-in time.

16.4 Revised Work Schedules for Employees who Work when High School Is Not In Session

Employees who work during break periods when the high school is not in session may work a revised work schedule, based upon the determination and approval of the employee's supervisor. If revised work schedules are considered by the employee's supervisor, every effort will be made to optimize the revised schedule for the benefit of the employees and the school.

Vacations during break periods when revised schedules are being considered must be approved before the revised schedules are determined or approved.

If a holiday falls within a week when a revised work schedule is in place, then the revised work schedule shall not apply that week. In that case, employees on revised work schedules during such week when a holiday falls will be required to work their regular work schedule for that entire week.

16.5 Bus Field Trips During the HS School Academic Year

Field Trips during regularly scheduled work time (school day) will be assigned based on classification, licensure (CDL) and seniority.

Field Trips to be taken before or after the school day, and on the weekends will be assigned to full time employees (35 hours or more) on a rotating basis. If a full-time employee is unable to drive a trip, part-time employees (working less than 35 hours per week) will be contacted and offered the opportunity to drive for a field trip based on "straight-time" (not over-time). The supervisor may be assigned to drive when drivers are not available.

Instructors may transport students on field trips or class related activities, as determined by the administration.

The Superintendent shall have the right to assign Field Trips, during the summer, in an emergency, and/or when a necessary situation occurs.

16.6 Flexible ("Flex") Time Scheduling

Because members are covered by the Fair Labor Standards Act ("FLSA") and its overtime and compensatory time provisions, it is important to draw a distinction in member eligibility for the use of flexible ("flex") time scheduling.

Members are only eligible to use flex time scheduling when they do not have an individual balance of compensatory ("comp") time for use.

The use of flex time scheduling during a work week does not qualify as "hours worked" for purposes of overtime eligibility for members. Conversely, if a member actually works

more than forty (40) hours in any work week, the actual time worked in excess of forty (40) hours in that work week will be treated as overtime (whether paid at time and one-half or accrued as compensatory time at time and one half) by the Center and will not be treated as flex time.

Use and approval of flex time scheduling for members who work less than forty (40) hours in a work week is subject to the following conditions:

- Prior written supervisory approval is required to both accrue and use flex time. Prior written supervisory approval shall be obtained using the appropriate form.
- The supervisor has the discretion to determine if staffing coverage is sufficient to meet the operating requirements of the department or Center prior to approving the accrual or use of flex time.
- Flex time may be earned and used in no less than fifteen (15) minute increments.
- Flex time must be earned and used in the same incremental basis (e.g. 1 hour of flex time earned; 1 hour of flex time used).
- Flex time must be used within thirty (30) calendar days of when it was earned. If not used within thirty (30) calendar days, the accrued flex time is forfeited.
- Flex time cannot at any time be converted to any form of cash payment.
- Flex time can be used up to a maximum of the individual employee's regular contract hours per work day.
- The supervisor shall maintain all records that support the accrual and use of flex time in accordance with this Policy.

Note that flex time will not be permitted to be accrued or used for those members who are working a revised break period schedule as per Section 16.4, above, herein.

ARTICLE XVII SEVERANCE PAY

17.1 Members of the Bargaining Unit who retire from employment with the Tri-County Career Center, after ten (10) or more years of service with the district, will be paid severance pay at the rate of one-fourth (1/4) of accumulated sick leave up to a maximum of eighty (80) days.

Payments will be based on the employee's hourly rate of pay at the time of retirement.

17.2 Severance pay shall be paid only after receipt by the Superintendent of written evidence of approval of retirement benefits by the SERS or another State of Ohio retirement system. Severance pay shall be paid within 60 days following the employee's retirement.

17.3 Severance Incentive Option:

If a classified employee notifies the Superintendent, in writing, of his/her desire to retire no later than January 5 of the contract year of his/her final contract day, the employee is eligible to receive a severance payment of $\frac{1}{2}$ of accumulated sick leave up to a maximum of 80 days. If an employee elects this option, his/her position may be posted in advance, and there will be no opportunity for rehire. A staff member who retires before his/her final contract day or is going to retire and rehire is not eligible for this option.

ARTICLE XVIII
SMOKING/TOBACCO USAGE

18.1 Smoking/Tobacco Usage

It is a violation of the Policy of the Tri-County Career Center to smoke or use tobacco in any form in school buildings of Tri-County Career Center or any school-owned vehicle.

ARTICLE XIX
EMPLOYMENT CONTRACTS

19.1 Employees hired after the effective date of this agreement will be employed first under a limited contract of employment for a period of one (1) year which include and are subject to the probationary period in Article 1. At any time during the final month of that year the Board may adopt a resolution setting forth its intent to non-renew the contract and give the employee written notice of such action. The non-renewal of such employment contract shall not be subject to the grievance procedure. In the event that the one (1) year limited employment contract is not non-renewed by the Board as provided in this agreement, it will become a two (2) year limited contract of employment, which is also subject to non-renewal upon written notice during the final month of the second year of the contract. In the event that the two (2) year limited employment contract is not non-renewed by the Board as provided in this agreement, it will become a continuing contract of employment.

19.2 New employees must be hired by the following dates to be considered to have completed a full contract year by the beginning of the next school year in order to advance to the next step on the salary schedule:

12-Month Employee	July 1
11-Month Employee	August 1
10-Month Employee	September 1
Food Service	September 1
Aide	September 1
Bus Driver/Custodian	September 1

This means steps will be recognized as earned on above dates as well as increases in the salary schedule. New employees not hired by the contract date above will not be eligible for a step increase until they have completed a full contract year, but will be eligible for

increases in the salary schedule. The process may require time sheet pay until employees are on the schedule.

Aides will work contract days in accordance with teacher contract days and at other times on which teachers are called upon to work, and will participate in professional development.

ARTICLE XX PERSONNEL FILES

- 20.1 Members of the bargaining unit may inspect their personnel files upon reasonable prior notice to the Superintendent. Such inspection may, at the discretion of the Superintendent, take place in the presence of the Superintendent or designee.
- 20.2 Members of the bargaining unit will be provided copies of materials contained in their personnel files upon written request and payment of the actual copying cost.
- 20.3 Members of the bargaining unit will be provided with copies of disciplinary materials which are made a part of their personnel file.

ARTICLE XXI JOB DESCRIPTIONS

- 21.1 Members of the bargaining unit will, upon request, be provided with copies of any written job descriptions applicable to their current assignment. Once a job description is received by a bargaining unit member, it must be signed and returned to the Superintendent. The Union President will be provided with copies of all written job descriptions applicable to members of the bargaining unit and any amendments or modifications to these job descriptions. Prior to any amendments or modifications to these job descriptions, members of the bargaining unit will be consulted. A duties list will also be provided to members of the bargaining unit where applicable.

ARTICLE XXII AGENCY FEE

- 22.1 Each member of the bargaining unit who has completed a probationary period and who is not a member of the Union will be required to pay an agency fee which shall not exceed the amount which the Union may lawfully charge as an agency fee pursuant to Section 4117.09 of the Revised Code and other applicable provisions of State and Federal law. The Treasurer of the Union will, not later than July 1 of each year, certify to the Treasurer of the Board of Education the names of the persons subject to the agency fee to each of the persons subject to the fee. Beginning with the first payroll, more than five (5) working days after receipt of the certification of agency fee amount and payers, the agency fee will be collected by deduction from the paychecks of the fee payers and forwarded to the Union in the same manner as the deduction and forwarding of Union dues.
- 22.2 It shall be the responsibility of the Union to prescribe an internal rebate procedure to determine a rebate, if any, for nonmembers which conform to Federal law and provisions

of Section 4117.09C of the Ohio Revised Code, and to notify the fee payers of that procedure in advance of any agency fee payment.

- 22.3 The Union agrees to indemnify and hold the Board harmless in any suit, claim or administrative proceeding arising out or connected with the imposition, determination or collection of Fair Share Fee and indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding provided that the Board shall notify the Union President in writing within ten (10) work days, exclusive of holidays, of any claim made or action filed against the Board for which defense and indemnification may be claimed.
- 22.4 As used in this Article, the term "Board" includes the Board of Education of the Tri-County Career Center District, its members, the Treasurer, Superintendent and all members of the administrative staff.
- 22.5 Should the enforceability of this Section become illegal during the Term of this Contract, the parties shall meet within thirty (30) days to negotiate the effects of any such change.

ARTICLE XXIII CONTRACTING OUT

- 23.1 During the term of this Agreement, the Board shall not contract out or sub-contract work in any classification, where employees are capable of performing such work, so as to result in the layoff or displacement of such employees.

ARTICLE XXIV NON-DISCRIMINATION

- 24.1 Neither the Board of Education nor the Union shall discriminate against bargaining unit personnel, students, staff, job applicants, the general public and individuals with whom it does business and applies to race, color, faith, national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, genetic information, or military status.

ARTICLE XXV LUNCH & WORK BREAKS

- 25.1 The Board agrees to schedule a maximum paid lunch or dinner break of thirty (30) minutes for all seven and eight hour shift employees. Such paid lunch or dinner breaks shall be scheduled by the employee's supervisor on a staggered basis to ensure proper work load coverage.
- 25.2 The Board agrees to schedule a maximum paid break of fifteen (15) minutes for all employees who work less than a seven hour shift. Such paid break shall be scheduled by the employee's supervisor on a staggered basis to ensure proper work load coverage.
- 25.3 Other work breaks during the work day will not be permitted unless approved in advance by the employee's supervisor to use Flex Time.

ARTICLE XXVI SERS PICK-UP

26.1 The Board agrees to SERS pick-up utilizing the salary reduction method. Contributions to the School Employees Retirement System shall be paid on behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to be pick-up on behalf of each employee shall be the State Mandated percentage of the employee's gross annual compensation withheld for retirement purposes. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of State and federal taxes only.
- B. The pick-up percentage shall be uniformly applied to all members of the bargaining unit.
- C. Payment for all paid leave, sick leave, personal leave, severance including unemployment and Worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis.
- D. No employee shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

26.2 Each employee will be responsible for compliance with the Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up combination with other tax deferred compensation plans.

26.3 If the foregoing pick-up provisions are nullified by a subsequent Internal Revenue Service ruling, Ohio Attorney General opinion, or other governing regulations, the Board will be declared harmless and this Article of the Agreement shall be null and void. The Board shall then return to the former method of employer and employee retirement system contributions.

ARTICLE XXVII CRIMINAL RECORD CHECK

27.1 The Board of Education shall request from the Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal record checks of all classified employee candidates under final consideration for employment. The Board may employ a candidate under final consideration for employment on a conditional basis pending passage of the BCI and FBI criminal record checks in accordance with the Ohio Revised Code. Any person conditionally hired who fails to pass a BCI and/or FBI criminal background check shall be released from employment. The Board will pay for the costs associated with these checks only if completed through the Tri-County Career Center and administered by office personnel, as assigned by the Superintendent.

ARTICLE XXVIII INSURANCE

28.1 Health Insurance

The Board shall offer employees a health insurance program. The Health Insurance Plan will contain benefits being provided by the Athens County Schools Insurance Consortium or as directed by the State Legislation. Plan benefits will be provided on an annual basis. The insurance carrier/provider to be designated by the Board.

- A. The Board will pay 85% and the employees will pay 15% of the premium for medical and prescription drug coverage for the current PPO Plan.
- B. Effective July 1, 2016, the Board will offer employees a high deductible health plan with health savings account (“HSA Plan”). The Board will pay 85% of family rate and \$300 per month to the HSA for contract year 2016-2017 only. The Board will pay 85% of the single rate and \$125 per month to the HSA for contract year 2016-2017 only. In order to be eligible for the Board’s contribution amounts to the HSA, employees must elect the HSA and remain on the HSA for the entire plan year. An employee cannot elect the HSA then convert to the PPO or the insurance waiver during any subsequent plan year. The Board’s contribution amounts to the HSA will be prorated for employees who work less than full-time, and such proration shall be based on FTE. The Board contribution will be deposited with the second pay period of each month. Additional employee-elected HSA plan contributions withheld by way of payroll election will be deposited in the employee’s HSA account with each pay cycle. It is the employee’s sole responsibility to determine if such additional employee-elected HSA plan contributions are within annual guidelines established by the Internal Revenue Service.

An employee hired after the plan year begins who enrolls in the HSA will receive a pro-rated amount of the Board contributions for family or single plan as stated above. The pro-rated amount will be based on the number of months the employee is hired to work in the remaining calendar year divided by Board contribution amount, respectively.

An employee who is enrolled in the HSA and who leaves employment during the calendar year for any reason will only receive Board contributions to the HSA for months actually worked during the calendar year. Such employee will not receive a Board contribution for a full month of the final month of employment if a full month is not actually worked by the employee. Rather, the Board contribution for the final month of employment will be prorated based upon the number of days actually worked in the final month.

Each employee shall submit an election in writing indicating which plan the employee will enroll in on an annual basis. However, once enrolled in the HSA plan, in accordance with Section B., below, an employee may not change such

election in any subsequent plan year. The annual election must be submitted by the employee to the Treasurer's office no later than October 15 of each year.

- C. The Board shall provide, at no cost to the employee, a flexible spending account under the Internal Revenue Code and regulations (section 125), a flexible spending account for the payment of bargaining unit members' insurance premium contributions on a pre-tax basis. The Board and the Association may meet to discuss the complete tax sheltering options available to employees under an IRS Section 125 Plan.
- D. A representative from the Tri-County Career Center classified employees may attend and serve on an advisory committee to the Athens County Schools Insurance Consortium.

Term Life Insurance

The Board will pay for Term life insurance per individual of \$30,000.00.

Dental Insurance

The Board will pay a dollar amount which represents 100% of the total premium cost per month for dental insurance for each member of the bargaining unit. The insurance plan will provide benefits not less than those provided by Oasis Trust Plan 16-B. The insurance carrier will be designated by the Board.

28.2 Eligibility for Insurance Benefits

Insurance benefits provided in this Agreement will be provided members of the bargaining unit assigned to a regular work schedule consisting of thirty-five (35) hours per regular scheduled workweek or more.

All benefits provisions, including Board contribution to group insurance policies but excluding the Board's full payment of the cost of life insurance benefits for all employees working at least twenty-five (25) hours per week, for employees working twenty-five (25) hours or more, but fewer than thirty-five (35) hours per week will be pro-rated based on a fraction, the numerator of which is the number of hours regularly worked and the denominator of which is thirty-five (35). Excess premium payments for required insurance coverage (medical, dental, life and prescription drug) will be paid by the employee. Employees working less than twenty-five (25) hours per regular scheduled workweek will be eligible for insurance benefits, however such employees who elect insurance benefits will be responsible for paying one hundred percent (100%) of the cost of such benefits.

When spouses are both employees of the Board, only one employee will be eligible for single or family coverage for hospitalization/major medical, dental insurance, prescription drug, and the health insurance conservation incentive plan.

When the spouse who "holds" the policy leaves the group, the other spouse may become the new policy holder without the evidence of insurability within 30 days of the qualifying event (death, divorce, leaving employment).

28.3 Health Insurance Conservation Incentive Plan

The Board will implement a Health Insurance Conservation Incentive Plan which will incorporate the following provisions.

A. Eligible Participants

Full-time bargaining unit members, 35 hours or more, who are insured under the health, major medical and prescription drug plans provided by the Board under this Agreement, (Board provided insurance) and who in any month are eligible for health and major medical insurance benefits as an insured dependent under an insurance plan offered by an employer other than the Board are eligible to participate in the Health Insurance Conservation Incentive Plan (the Plan).

B. Plan Benefits

Upon completion of an application form provided by the Board and acceptance into the plan, each eligible participant who does not subscribe to the PPO health, major medical and prescription drug insurance provided by the Board and for whom the Board makes no insurance premium contributions toward such insurance benefits in any month, will be paid as additional compensation, an incentive payment equal to fifty percent (50%) of the amount the Board would have been required to contribute to that member's health, major medical and prescription drug insurance benefits had the member subscribed and the Board paid that portion of the premium provided in this Agreement. However, at no time shall this fifty percent (50%) annual incentive payment exceed seven hundred fifty dollars (\$750) per month for family plan eligibility, nor shall it exceed two hundred eighty dollars (\$280) per month for single plan eligibility. This fifty percent (50%) annual incentive will only be paid to bargaining unit members who received the health insurance waiver payment for the 2015-2016 contract year.

For any other bargaining unit member not referenced in the paragraph immediately above, which includes a bargaining unit member who once qualified under the paragraph immediately above but who experiences a qualifying event and enrolls in a health insurance program outlined in Section 28.1, the health insurance waiver payment shall be equal to three hundred twenty dollars (\$320) per month for family plan eligibility and one hundred fifty dollars (\$150) per month for single plan eligibility.

Payments will be based on the maximum coverage (single or family) for which the member was eligible during the preceding month. Such payments shall be subject to all applicable withholding and deductions in the same manner as other compensation payments, but is not considered compensable earnings by SERS.

C. Involuntary Changes in Insured Status

Any bargaining unit member who participates in the Plan and who involuntarily loses other health insurance through layoff of a spouse, death of a spouse, or divorce from a spouse or for any other reason will notify the School District Treasurer and will enroll in the Board provided insurance plan at the earliest enrollment opportunity. Such member will exercise his or her rights to continue coverage under other health insurance plan until the earliest opportunity to enroll in the Board provided insurance plan. Payments in lieu of insurance premium contributions will cease upon Board payment of insurance premiums on behalf of the member.

D. Voluntary Changes in Insured Status

Bargaining unit members desiring to cease participation in the Plan must notify the School District Treasurer not less than thirty (30) days prior to the beginning of the next enrollment period for re-entry into the Board provided insurance plan. Payments under the Plan will cease at such time as the Board begins insurance premiums on behalf of the member.

ARTICLE XXIX
WAGES

29.1 All wages and salary increases negotiated in this agreement shall be over and above any state mandated salary increases.

<u>2018-2019</u>	2.5%
<u>2019-200</u>	2.5%
<u>2020-2021</u>	2.5%

29.2 Employees (except for those in the Field Trip Bus Driver/Custodian and Night Custodian classifications) who have a Commercial Driver's License ("CDL") and who drive a bus for the TCCC will be paid a five hundred dollar (\$500) stipend if the following conditions are met during the employee's contract year:

- a. the employee actually drives sixty percent (60%) or more of the bus trips for TCCC that are offered to the employee during the employee's contract year;
- b. bus trips will be offered to such employees on a rotating basis, based upon system seniority.

If the above conditions are met, the employee will receive the five hundred dollar (\$500) stipend in the July 10 payroll cycle following the end of the employee's contract year.

ARTICLE XXX
OAPSE/ADMINISTRATION COMMITTEE

30.1 The Tri-County Career Center and its designated representative(s) and OAPSE Local 784 and its designated representative(s) agree to meet and discuss issues and/or problems concerning the Employer and the Union, excluding the specific terms and conditions that exist in the negotiated agreement between the parties. The committee will consist of up to three (3) designated representatives from each party.

30.2 The committee may meet twice per year. Additional meetings may be scheduled when mutually agreed. The committee shall not be utilized for the purposes of negotiations or the adjustment of grievances. Agendas should be developed prior to each meeting with the issues and concerns of each party to be discussed at the meeting.

ARTICLE XXXI
RETIRE/REHIRE
RE-EMPLOYED CLASSIFIED STAFF

31.1 Employment

A. The Board retains the right to re-employ retired classified staff. The Board will make this determination on a case-by-case basis. There shall be no guarantee of employment to district employees who have retired.

B. Any classified bargaining unit member who has retired under a State Retirement System, not previously employed with TCCC, may be hired at a rate of pay different from his/her level and years of service. For such members only, this provision expressly supersedes the salary schedule of the negotiated agreement, and all other applicable laws.

C. The re-employed staff member will be employed under a one-year contract, which will be automatically non-renewed at the conclusion of that year without the need for completion of evaluation procedures or completion of non-renewal procedures. This provision expressly supersedes any rights the re-employed staff member may otherwise have under the negotiated agreement.

D. The re-employed staff member may be re-employed from year to year, with Employer approval, but shall not become eligible for multi-year contracts or continuing contract status. The Employer will attempt to inform the re-employed staff member of the District's intent to rehire them for the next year no later than July 1.

31.2 Salary Placement

A. Except for RIF purposes, re-employed TCCC staff members hired into the system will retain all accrued seniority from pre-retirement employment with the District and be placed on step 3 in the Salary Schedule and will not advance any further at

any time on the Salary Schedule. For purposes of RIF, re-employed staff members will be deemed to have zero seniority.

31.3 Sick Leave

- A. Re-employed staff members will commence their employment with zero (0) days accumulated sick leave and earn one and one-quarter (1 and 1/4) days of sick leave per month. The district may advance a re-employed employee up to five (5) days sick leave, but he/she may not participate in the sick leave bank. Sick leave accumulation will not be carried over from year to year.
- B. Re-employed staff members hired into the system shall not qualify for sick leave severance upon separation from employment.

31.4 Insurance

- A. Re-employed staff members are eligible to participate in the District's medical and prescription insurance program on the same terms and conditions as negotiated in the Master Agreement for all other bargaining unit employees.
- B. Re-employed staff members hired into the system will be eligible for term-life insurance as negotiated in the master agreement.

31.5 Personal Days

- A. Re-employed staff members may have the use of 3 (three) unrestricted personal days per year. These days do not accumulate from year to year. Re-employed staff members will not be paid for unused personal days in the year in which they have been employed. Personal Days cannot be converted to sick leave.

31.6 Other

- A. Employees who are rehired under this section will waive their SERS benefits for a two-month period and continue to work.
- B. Re-employed staff members shall be entitled to all contract benefits available to bargaining unit members except as otherwise limited by specific provisions of this Article. Re-employed staff members may be required to sign individual waivers indicating their acceptance of the limitations set forth in this Article.
- C. Re-employed staff members hired into the system shall be deemed to have zero seniority for RIF purposes and shall not have any bumping rights or privileges.
- D. Notwithstanding their placement on the salary schedule, re-employed staff members will be eligible for vacation leave based on their previous employment with a maximum of three weeks.

E. The limitations set forth in this Article will not be grievable under the grievance procedures of the classified negotiated agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC Sections 3317.12, 3319.081, 3319.083, 3319.084, 3319.141, 3319.142, 3319.172, and 124.39.

ARTICLE XXXII CALAMITY TIME

32.1 Calamity Time

Pursuant to ORC Section 3319.08.1, all non-teaching employees shall be paid for all regular work time lost at their regular rate of pay per each employee's individual contract work hours when the school is closed owing to an epidemic or other public calamity for the first five (5) work days per school year at the employee's regular number of hours per work day.

All employees are required to work their regular scheduled hours at their regular rate of pay for all hours beyond the five (5) permitted school calamity days.

The only exception beyond the (5) permitted school calamity days is when Athens County or the county they reside in is on a Level Three emergency. In such case, all bargaining unit employees will not be required to report to work and shall be paid for all time lost due to Level Three emergency. If a Level Three emergency is cancelled, designated employees may be called to report to work and will receive one time their regular rate of pay for actual hours worked as directed by the administration.

Designated employees who are expected to report for regular work during any of the five (5) permitted school calamity days will be paid one time their regular rate of pay (i.e. double time) for all hours actually worked during the permitted five (5) school calamity days. Second shift employees must report as directed by the supervisor.

In the event make-up days are scheduled for students in a given school year, all employees will work all regularly-scheduled hours during all student make-up days.

Aides will work contract days in accordance with teacher contract days and at other times on which teachers are called upon to work, and will participate in professional development.

In the event that an individual building is closed for an emergency situation, the Superintendent may re-assign all employees to related (in the employee's job classification) duties in another building.

In the event of an emergency which would necessitate the closing of school(s) after the day has begun, affected employees will be dismissed with no loss of pay after completion of

minimal duties (storage of food, return of students to home, securing buildings, etc.) to the satisfaction of the immediate supervisor. On delay days as declared by the Superintendent, all classifications report for duty as directed by the Superintendent.

ARTICLE XXXIII EMPLOYEE EVALUATIONS

All non-teaching employees will be evaluated by their supervisor or administrator at least once annually during the contract year. Non-teaching employees who receive an excellent rating on their annual evaluation are eligible to be skipped in the annual evaluation process in the year immediately following such rating.

ARTICLE XXXIV AIDES

Aides may be required by the administration to obtain substitute teacher licensure. Aides will be reimbursed by the Center for the initial cost of obtaining such licensure (5-year).

ARTICLE XXXV SEPARABILITY AND DURATION

33.1 Separability

The Board and Association agree that all items in this contract that supersede applicable state law and which may permissibly do so in Ohio Revised Code Section 4117.1O(A) shall not be affected by this Article. Should any clause(s) of this contract be found to be in violation of the law by a Court of competent jurisdiction, then that clause(s) of the Contract shall be rendered null and void, but the remainder of the Contract shall remain in full force and effect. In the event that any clause(s) of this contract is found to be in violation of law, said clause(s) only shall be reopened for negotiation within ten (10) days of demand by either party. Such negotiations shall otherwise conform with the bargaining procedures set forth in this contract.

33.2 Duration

This Agreement shall become effective July 1, 2018, and shall remain in full force and effect until 11:59 p.m., June 30, 2021.

AGREEMENT

Tri-County Career Center Classified
Employees Association
Local #784 of OAPSE

Donald L. Duplantis
Union President Date

Stephen W. Cash
Negotiations Team Member

Stephen W. Cash
Negotiations Team Member

Stephen W. Cash
Negotiations Team Member

Mary Gobet
Negotiations Team Member

Kimberly Sippl
Bargaining Representative

Kimberly Sippl
Negotiations Team Member

Tri-County Career Center
Board of Education

Catherine L. Kunkeloff
Board President Date

William J. Cutham
Superintendent

Opaura C. Dukes
Treasurer

Connie Haltew
Negotiations Team Member

Kim Sippl
Negotiations Team Member

Connie Haltew
Negotiations Team Member

Connie Haltew
Negotiations Team Member

**FY19 TRI-COUNTY CAREER CENTER CLASSIFIED SALARY INDEX - 2.5% INCREASE TO BASE
WITH BASE OF **\$15.11****

POSITION	STEP 1 hourly rate	STEP 2 hourly rate	STEP 3 hourly rate	STEP 4 hourly rate	STEP 5 hourly rate	STEP 6 hourly rate	STEP 10 hourly rate
MAINTENANCE/ CUSTODIAN	\$17.00	\$17.41	\$17.73	\$18.41	\$18.72	\$19.19	\$19.63
MAINTENANCE	\$18.50	\$18.82	\$19.26	\$19.75	\$20.22	\$20.50	\$20.96
AIDE	\$15.11	\$15.55	\$16.00	\$16.46	\$16.91	\$17.36	\$17.82
FOOD SERVICE	\$15.11	\$15.55	\$16.00	\$16.46	\$16.91	\$17.36	\$17.82
SECRETARY	\$18.50	\$18.82	\$19.26	\$19.75	\$20.22	\$20.50	\$20.96
SHIPPING/RECEIVING/ INVENTORY CLERK	\$18.10	\$18.51	\$18.89	\$19.25	\$19.71	\$20.05	\$20.50
FIELD TRIP BUS DRIVER/ CUSTODIAN	\$16.16	\$16.53	\$16.90	\$17.30	\$17.69	\$18.14	\$18.60
NIGHT CUSTODIAN	\$16.16	\$16.53	\$16.90	\$17.30	\$17.69	\$18.14	\$18.60
BUS COORDINATOR	\$1.03	\$1.03	\$1.03	\$1.03	\$1.03	\$1.03	\$1.03

**FY20 TRI-COUNTY CAREER CENTER CLASSIFIED SALARY INDEX - 2.5% INCREASE TO BASE
WITH BASE OF **\$15.49****

POSITION	STEP 1 hourly rate	STEP 2 hourly rate	STEP 3 hourly rate	STEP 4 hourly rate	STEP 5 hourly rate	STEP 6 hourly rate	STEP 10 hourly rate
MAINTENANCE/ CUSTODIAN	\$17.43	\$17.85	\$18.17	\$18.87	\$19.19	\$19.66	\$20.13
MAINTENANCE	\$18.96	\$19.30	\$19.75	\$20.24	\$20.73	\$21.02	\$21.48
AIDE	\$15.49	\$15.94	\$16.41	\$16.87	\$17.34	\$17.80	\$18.27
FOOD SERVICE	\$15.49	\$15.94	\$16.41	\$16.87	\$17.34	\$17.80	\$18.27
SECRETARY	\$18.96	\$19.30	\$19.75	\$20.24	\$20.73	\$21.02	\$21.48
SHIPPING/RECEIVING/ INVENTORY CLERK	\$18.55	\$18.98	\$19.37	\$19.73	\$20.20	\$20.55	\$21.02
FIELD TRIP BUS DRIVER/ CUSTODIAN	\$16.57	\$16.95	\$17.33	\$17.73	\$18.13	\$18.60	\$19.06
NIGHT CUSTODIAN	\$16.57	\$16.95	\$17.33	\$17.73	\$18.13	\$18.60	\$19.06
BUS COORDINATOR	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05

**FY21 TRI-COUNTY CAREER CENTER CLASSIFIED SALARY INDEX - 2.5% INCREASE TO BASE
WITH BASE OF **\$15.88****

POSITION	STEP 1 hourly rate	STEP 2 hourly rate	STEP 3 hourly rate	STEP 4 hourly rate	STEP 5 hourly rate	STEP 6 hourly rate	STEP 10 hourly rate
MAINTENANCE/ CUSTODIAN	\$17.87	\$18.30	\$18.63	\$19.35	\$19.68	\$20.16	\$20.63
MAINTENANCE	\$19.44	\$19.78	\$20.25	\$20.75	\$21.25	\$21.55	\$22.02
AIDE	\$15.88	\$16.34	\$16.82	\$17.30	\$17.77	\$18.25	\$18.73
FOOD SERVICE	\$15.88	\$16.34	\$16.82	\$17.30	\$17.77	\$18.25	\$18.73
SECRETARY	\$19.44	\$19.78	\$20.25	\$20.75	\$21.25	\$21.55	\$22.02
SHIPPING/RECEIVING/ INVENTORY CLERK	\$19.02	\$19.45	\$19.86	\$20.23	\$20.71	\$21.07	\$21.55
FIELD TRIP BUS DRIVER/ CUSTODIAN	\$16.99	\$17.38	\$17.76	\$18.18	\$18.59	\$19.07	\$19.54
NIGHT CUSTODIAN	\$16.99	\$17.38	\$17.76	\$18.18	\$18.59	\$19.07	\$19.54
BUS COORDINATOR	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08

