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MASTER AGREEMENT

between the

**COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**ASSOCIATED EMPLOYEES
of the
COLUMBIANA COUNTY CAREER & TECHNICAL CENTER
OEA/NEA**

Columbiana County

ccCTC

Career & Technical Center

Effective July 1, 2018 through June 30, 2021

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Attachment

- A Classified Employee Salary Schedule

Appendix

- A Formal Grievance Report Forms
- B Absence Report
- C Professional Leave Request and Expense Statement
- D Treasurer's Certificate

ARTICLE I

SCOPE OF AGREEMENT

1.01 RECOGNITION

- (a) The Columbiana County Career Center Board of Education recognizes the Associated Employees of Columbiana County Career Center OEA/NEA, as the sole and exclusive bargaining agent for all regular full-time and regular short-hour classified employees under contract in the School District. The bargaining unit shall include the following classifications: cafeteria workers, custodians, custodial aides, maintenance specialist, instructional aides, high school secretarial personnel, and adult education secretarial personnel.
- (b) The definition of a regular full-time employee is:
 - (1) nine (9) through twelve (12) month employment; and
 - (2) thirty-five (35) hours or more per week.
- (c) The definition of a regular short-hour employee is;
 - (1) at least nine (9) month employment; and
 - (2) working less than thirty-five (35) hours per week.
- (d) Positions excluded from the bargaining unit include the District's Treasurer, Buildings and Grounds Supervisor, Cafeteria Supervisor, Custodial Supervisor, Superintendent's Secretary, Assistants to the Superintendent, Assistants to the Treasurer, substitute employees, occasional employees and all certificated employees of the District.
- (e) If the Board creates a new classification or position which is deemed to be in the bargaining unit then the Board and the Association will meet to discuss and establish the terms and conditions, hours and rate of pay for such classification or position.

1.02 NON-DISCRIMINATION

The Board and the Association agree not to discriminate against the employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

1.03 NEGOTIATIONS PROCEDURE AND SCOPE OF NEGOTIATIONS

- (a) Negotiations under this Agreement may be initiated by either party upon written notice to the other party at any time after ninety (90) calendar days prior to the expiration of the Agreement. Bargaining shall be limited to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of any existing provision of this Agreement.
- (b) All negotiations shall be conducted by designated negotiating teams, each of which shall not exceed five (5) members. The Board's negotiating team shall be designated by the Board; and the Association's negotiating team shall be designated by the Association. Each negotiating team shall be authorized to admit three (3) observers recognized by the team spokespersons.
- (c) All proposals shall be submitted at the first negotiations meeting. No new proposals may be submitted after that date unless mutually agreed upon. All proposals shall be typed and related by article, section, and paragraph to the existing Agreement.
- (d) Good faith bargaining requires the Board and the Association to be willing to react to each others' proposals. Nothing in this Agreement, however, shall compel either party to agree to a proposal or to make a concession.
- (e) Confidentiality of negotiations proposals shall be maintained by both the Board and the Association. No news releases shall be submitted to the media without written consent of both parties. However, during negotiations or impasse procedure, interim reports may be made to the Board and Association by their respective representatives.
- (f) Negotiations meetings shall not exceed two (2) hours in length, unless extended by mutual agreement. The time, place and date of the next meeting shall be agreed upon prior to adjournment.
- (g) Either party may call for a caucus at any time. Caucus time shall not exceed thirty (30) minutes, unless mutually agreed otherwise.
- (h) The Board and Association agree to furnish each other, upon timely request, available public information pertaining to issues under discussion at no cost to the requesting party.
- (i) No tape recorders or mechanical devices shall be used to record any negotiations sessions.
- (j) As negotiated items are agreed upon, they shall be reduced to writing and

initialed at the time of agreement. Such initials indicate tentative agreement of the negotiators, and are subject to final ratification of the entire Agreement by the members of the Board and Association. Once initialed, an item shall be removed from bargaining and/or mediation.

- (k) When final agreement is reached, the outcome shall be reduced to writing and printed by the Board. Both parties shall review the Agreement to determine the accuracy of the document. If in proper form, the agreement will be submitted to the full membership of the Association within ten (10) working days for ratification, and to the Board for ratification and adoption within ten (10) working days after Association ratification. Said Agreement shall then be signed by the Board's and Association's representatives following ratification. Upon adoption and approval by both parties, three (3) originals shall be fully signed and executed, with one such original to be retained by the Board, one by the Association and one to the State Employment Relations Boards (SERB). The Board shall be responsible to file the Agreement with SERB.

1.04 DISPUTE RESOLUTION

- (a) The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiating session. When either party determines that the parties have reached impasse, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and

Conciliation Service (FMCS). The first mediation session shall begin within ten (10) days of the appointment of the mediator, unless otherwise agreed. The parties shall continue mediation until the expiration of this Agreement. Upon mutual agreement, the parties may extend mediation in an attempt to resolve all outstanding issues.

- (b) The parties agree that the use of mediation, as set forth above, constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in ORC Section 4117.14. The Board acknowledges that the Association retains the right to strike under ORC Section 4117.14 (D) (2).

1.05 MANAGEMENT RIGHTS

Board rights, powers, duties, discretions, authority, and prerogatives are retained by, and shall remain exclusively vested in the Board, except as limited by this Agreement. The Board, in the exercise of these rights, powers, authorities, duties, and responsibilities, shall be consistent with constitutional provisions, ORC Chapter 4117 .08(C), and other applicable contractual provisions. Those rights include, but are not limited to, by the way of example the full right, authority, and discretion to control,

supervise and manage the operation of the District and to make and enforce policies, rules and regulations not inconsistent with the terms of this Agreement.

The Board reserves and retains full right, authority, and discretion to control, supervise and manage the operation of the District and to make and enforce policies, rules and regulations not inconsistent with the terms of this Agreement. The Board, however, cannot reduce, negotiate, or delegate its legal responsibilities.

1.06 ASSOCIATION RIGHTS

- (a) The Association shall have the sole and exclusive rights listed below. All other classified employee organizations shall be excluded from those rights for the duration of the recognition period identified in Article ~~VIII~~ IX, Section 4 of this Agreement.
- (b) The Board shall allow the Association to use designated space on one (1) bulletin board which will be located in the copy room. The Association shall be responsible for the care and maintenance of the bulletin board space. The Board shall have the right to remove any material not in conformance with paragraph "d" below.
- (c) The Association may use classified employee mailboxes for distribution of notices to all employees covered by this Agreement. The Board shall have the right to remove any material not in conformance with paragraph "d" below.
- (d) No notices, memorandums, posters, or other forms of communication will be posted on the bulletin board that contain any defamatory, political (except union election notices), controversial materials, or any material critical of the Board or any employee of the Board.
- (e) The Association may use the school building for meetings providing the meetings are not held within the identified work day, and providing the Board-adopted procedure for use of the school is adhered to for all after-hour meetings.
- (f) The Association President shall receive an agenda and complete minutes of any regular or special Board meeting at the same time they are distributed to Board members.
- (g) The Association shall be permitted to express its views prior to any change in the school calendar necessitated by using the state-approved five (5) calamity days.
- (h) The Association may use school equipment, with prior notice to the building Director, providing the Board is reimbursed for any consumable supplies used

by the Association. An Association representative may be trained to operate the photocopier.

- (i) With prior approval requested by the Association President, any member working second shift may attend one (1) monthly Association meeting for a maximum of one (1) hour per meeting. Requests must be made forty-eight (48) hours in advance on an official request form. Time lost must be made up the day of the meeting either before or after scheduled shift as specified by the immediate supervisor.

1.07 NO STRIKE

- (a) The Association hereby agrees that it will not call or encourage a strike nor will any employee strike for the duration of this Agreement. For the purposes of this article, a strike means a concerted action in failing to report to duty, willful absence from one's position, stoppage of work slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for wages, hours, terms and other conditions of employment. Stoppage of work by employees (in good faith) because of dangerous or unhealthful working conditions, at the place of employment, shall not be deemed a strike.
- (b) The Board agrees that it shall not lock out any employee for the duration of this Agreement.

1.08 PRINTING OF THE DOCUMENT

Subsequent to the execution of this Agreement, copies of this Agreement shall be printed by the Board, and the cost of such printing shall be paid by the Board.

ARTICLE II

GRIEVANCE PROCEDURE

2.01 DEFINITIONS

- (a) “Grievance” shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of this Agreement.
- (b) “Grievant” shall mean a classified employee or group of classified employees (when identical circumstances have affected more than one (1) member of the group) or the Association initiating a claim as defined in paragraph “a” above.
- (c) “Immediate Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant.
- (d) “Classified employee” shall mean a member of the bargaining unit.
- (e) “Administration” shall mean the Superintendent, Assistant Superintendent, Treasurer, Directors, Adult Supervisors, Principals, Assistant Principals, Buildings and Grounds Supervisor, Cafeteria Supervisor, and Custodial Supervisor.
- (f) “Days” shall mean days the District and offices are scheduled to be open excluding legal holidays and calamity days.

2.02 GENERAL PROVISIONS

- (a) The primary purpose of this procedure is to secure an equitable solution to a grievance, at the lowest administrative level, in an expeditious manner.
- (b) Nothing contained in this procedure shall be construed as limiting the individual right of a classified employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- (c) The failure of the grievant to challenge any action, or inaction, of the District within ten (10) working days from the date the action, or inaction, is known or should have been known, shall make such action or inaction incontestable.
- (d) Throughout the grievance procedure, the grievant will receive fair and prompt

treatment without fear of reprisal; shall not be denied his legal rights under the law; and shall have the right to Association representation at any or all levels.

- (e) Copies of all written decisions of grievances shall be sent to all parties involved: the Association President, the grievant, the Treasurer, the Superintendent, and the appropriate administrator; and shall thereafter remain confidential, except as provided by law.
- (f) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- (g) Failure, at any step of these procedures, to communicate the decision on a grievance, within the specified time limits, shall automatically entitle the grievant to move to the next level.
- (h) Once the grievance procedure has reached the formal level, an employee must exhaust all steps of the grievance procedure before filing any legal action in the state or federal courts alleging a violation of this Agreement or their rights.
- (i) No grievance settlement may be inconsistent with the terms of this Agreement.
- (j) The form for processing grievances shall be made available through all administrative offices and officials of the Association. The form appears as Appendix A.

2.03 INFORMAL LEVEL

- (a) This step shall be taken informally by the individual member, or group of members, by requesting, in writing, a meeting with the appropriate director or supervisor to discuss the alleged grievance. The written request shall denote that it is an informal grievance.
- (b) A meeting shall take place within five (5) working days of the request for such meeting. No written record of the meeting is required unless requested by the grievant.

2.04 FORMAL LEVEL: Step 1

- (a) All formal grievances shall be in writing and submitted to the Superintendent. Failure to submit such appeal within five (5) working days of the informal grievance meeting shall be deemed a waiver of the right to appeal. The grievance shall specify the specific provision of the contract alleged to have been violated and shall specify the remedy being sought. Formal grievance

meetings shall be held by the Superintendent within five (5) working days from the receipt of the request.

- (b) The grievant and Association President shall be notified, in writing, of the time, place, and date of said meeting.
- (c) The Superintendent shall make a determination in writing on the grievance. It shall be rendered within five (5) working days after termination of the meeting. Copies of the determination shall be forwarded to the employee, supervisor, Treasurer, and Association President.

2.05 FORMAL LEVEL: Step 2

- (a) If the grievant is not satisfied with the disposition of the grievance made by the Superintendent, the grievant, through the Association, may request a hearing before an arbitrator within five (5) working days after receipt of the disposition of the grievance in Step 1. The request shall be in letter form to the Superintendent.
- (b) The arbitrator shall be selected mutually by petitioning the American Arbitration Association (AAA) to provide a list of five (5) arbitrators in accordance with the rules of AAA. Either party has the right to request a second list. The Board and Association shall alternately strike names from the list until one (1) name remains. The first party to strike a name shall be decided by the toss of a coin.
- (c) Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance with the Voluntary Labor Arbitration Rules of AAA. The arbitrator shall have authority to consider only a single grievance involving a common question of interpretation or application.
- (d) The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing, and a copy shall be sent to all parties. The decision of the arbitrator shall be final and binding.
- (e) The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue.
- (f) All occurrences of arbitration shall be paid by the losing party.
- (g) If an issue of arbitrability is raised by the Board, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case. Related grievances involving the same party or parties, claim(s),

provisions(s) and/or arising out of the same set of facts or occurrence will be consolidated for arbitration. If the parties cannot agree on a consolidation, the arbitrator will decide the issue of consolidation before deciding either arbitrability or the merits of any case. The issue of consolidation will be presented to the arbitrator scheduled to hear the first of the grievances proposed for consolidation. If the arbitrator determines that consolidation is warranted, the parties will be provided with sufficient time to prepare for the consolidated hearing.

ARTICLE III

SENIORITY, REDUCTION-IN-FORCE, RECALL

3.01 SENIORITY PROVISIONS

- (a) Seniority shall be defined as the length of service to the District within the classifications of this Agreement. In the event that an employee leaves one classification in the bargaining unit for another, their seniority shall remain frozen in the previous classification. It shall be based on and computed from the most recent date of hire within the classification. When two (2) or more employees are hired on the same day, their order of seniority will be determined by the order in which their names appear for hire in the Board minutes.
- (b) Board approved leaves of absence shall not constitute an interruption of continuous service.
- (c) All bargaining unit members shall accumulate seniority.
- (d) A seniority list based on an uninterrupted length of continuous service within the classification of this Agreement shall be prepared by the Superintendent no later than November 15 of each school year with a copy forwarded to the Association President. It is the responsibility of each bargaining unit member to check the posted seniority list for errors or omissions and report such to the office of the Superintendent within ten (10) working days of the finalization of the seniority list. Once the list is finalized and no timely objections have been filed, bargaining unit members waive their right to dispute the list or file a grievance. If a timely objection is filed, the relevant personnel records shall be reviewed and any necessary corrections or additions will be made and the seniority list will be revised accordingly and a new list shall be prepared and delivered to the Association President and posted on a bulletin board in the copy room within five (5) days after the correction period ends.
- (e) There shall be a probationary period of ninety (90) calendar days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. At any time during the ninety (90) day probationary period, the Board reserves the right to terminate the contract of an individual serving under such probationary contract.

- (f) During the ninety (90) day probationary period, a new employee shall have no seniority rights. Employees retained beyond the ninety (90) calendar day period shall have their seniority computed as of their date of hire within the classification.

3.02 REDUCTION-IN-FORCE

If the Board determines it necessary to reduce the number of Association positions for financial reasons, consolidation and/or abolishment of programs, curtailment of activities, lack of work or building closure, or the return to duty of a regular bargaining unit employee after leave of absence, the reduction shall first be made through attrition resulting from resignations, retirement, death and transfers. The Board shall provide the Association President written notification of its decision to reduce the force through attrition no later than fifteen (15) calendar days from the date of that decision. If the reduction cannot be made through attrition, the Board may then suspend contracts to complete the reductions according to the procedure outlined below:

- (a) Before the Board suspends contracts pursuant to this section, it shall provide written notification to the Association President at least thirty (30) calendar days prior to such suspensions, listing the number of staff to be affected, as well as the classifications in which the reductions will take place.
- (b) Classified employees shall have their contracts suspended on the basis of seniority within the classifications affected with the least senior employee having his/her contract suspended first. Further, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
- (c) Each employee to be laid-off shall be given thirty (30) calendar days written notice of the lay-off.
- (d) To the extent the provisions of this Article conflict with the Ohio Revised Code, the parties intend that the provisions of this Article shall supersede and replace ORC Section 3319.17.

3.03 RECALL FROM LAY-OFF

- (a) When vacancies or new positions occur within the classification where employees are on lay-off, said employees shall be recalled first on the basis of seniority within the classification where the new or vacant position exists.
- (b) The Superintendent shall give written notice of recall from lay-off by sending a certified letter to the classified employee's last known address. Any employee receiving a recall notice shall have seven (7) calendar days in which to notify the Superintendent, in writing, of his/her intention to return to work.

- (c) It is the responsibility of the classified employee to notify the Superintendent of any change in address.
- (d) Any classified employee who declines reinstatement, or does not respond to the notice of recall shall be removed from future consideration when new positions or vacancies occur.
- (e) The laid-off classified employee shall be considered for reinstatement within the classification of lay-off for a period of six (6) months from the date of layoff.
- (f) Employees recalled from lay-off will retain seniority accrued prior to lay-off; be placed at their experience level within the classification on the salary schedule at the current prevailing wage rate; and receive fringe benefits appropriate to the position at the time of reinstatement.
- (g) No new hire shall be employed in a bargaining unit position until all eligible, laid off employees who meet the job qualifications have been offered such position.
- (h) No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee who meets the job qualifications remains on lay-off status.
- (i) The Board shall not without good cause challenge an employee's right to unemployment compensation benefits during lay-off.
- (j) If an employee who is eligible for recall accepts full-time employment with another employer, in a position similar to what he/she held with the District, the employee shall notify the Superintendent within five (5) days and be removed from the recall list.

ARTICLE IV

HIRING, VACANCIES AND TRANSFERS

4.01 HIRING

- (a) All hiring of classified employees for the District shall be by the Board upon the recommendation of the Superintendent.
- (b) Current employees interested in new or vacant positions may request consideration for such positions in writing to the Superintendent within five (5) working days of the posting date. Current bargaining unit members who have applied for a posted vacancy and, who meet the qualifications as stated in the posting, will be interviewed before anyone outside the bargaining unit is interviewed.

4.02 VACANCIES

- (a) A vacant position exists when the Board determines it is necessary to fill a position. A vacancy may occur for any of the following reasons:
 - An employee's leaving employment as a result of a termination, resignation, retirement, or death.
 - An employee's transfer to another position.
 - The creation of a new bargaining unit position.
- (b) All vacancies and newly created positions within the classification of the bargaining unit shall be posted, for five (5) working days prior to filling the position. Said postings will be in the form of "Notices of Vacancy" and be posted on the designated bulletin board in the copy room. A copy of said notice will be provided to the Association President.
- (c) Notices of vacancy will set forth the classification, performance expectations, qualifications, conditions of employment, location, last day to apply and procedure for making application for the new or vacant position.
- (d) The filling of vacant positions will be consistent with Article III, Section 3.03 (Recall from Layoff) of this Agreement.

4.03 TRANSFERS

- (a) A transfer shall be defined as a change in position within a specific classification or a change from one classification to another.
- (b) A voluntary transfer shall be defined as an employee initiated request to transfer. Employees shall have five (5) days after the posting date of a vacancy to request a voluntary transfer by submitting an application for the new or vacant position. These requests will be considered on an equal basis with other applicants.
- (c) An involuntary transfer shall be defined as a Board initiated transfer.
- (d) Any current employee who is transferred into a different classification to fill a new or vacant position shall serve a probationary period of twenty (20) working days. At the end of the twenty (20) day probationary period, the employee will be evaluated and may return to his/her previous position by personal choice or by administrative transfer. However, no such employee shall be subject to the provisions of Article III, Section 3.01(e) during such probationary period.

ARTICLE V

EMPLOYEE LEAVES

5.01 FMLA LEAVE

Bargaining unit members shall be entitled to leave as provided in the Family and Medical Leave Act and its associated regulations. For purposes of this section, "twelve (12) month period" is defined as "twelve (12) month period measured forth from the date the employee's first FMLA begins" (i.e. the leave year is specific to each employee.) The employee would be entitled to twelve (12) weeks of leave during a twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period would commence the first time FMLA leave is taken after the completion of any previous twelve (12) month period.

5.02 SICK LEAVE

- (a) Each regular full-time employee shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month with a total accumulation of no more than two hundred seventy four (274) days.
- (b) Each regular short-hour employee, who renders hourly service, shall be entitled to sick leave pro-rated (based upon an eight (8) hour day) for the time actually worked. A total pro-rated accumulation of no more than one hundred thirty seven (137) pro-rated days, calculated on hours actually worked, will be granted. The employee will be credited with 4.6 hours of sick leave for every eighty (80) hours of service completed (ORC 124.38).
- (c) Each newly hired employee, and those employees whose sick leave accumulation falls to less than five (5) days, shall be allowed an advance of up to five (5) days to be charged against sick leave he/she will subsequently earn in their current contract.
- (d) Any employee absent days beyond his/her accumulated sick leave as of any date for reason listed, or for any other reasons, shall receive salary deduction in accordance with the following formula: Divide the annual salary by the number of days required to be on duty to reach a daily rate, and multiply the daily rate times the number of days lost. Any deductions may be pro-rated, upon request, with approval of the Treasurer.

- (e) Employees may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absences due to serious illness, injury, or death in the employee's immediate family.
- (f) For the purposes of this Agreement, "immediate family" shall be interpreted to include parents, parent-in-law, children (step children), siblings, grandchildren, grandparents, spouse, or anyone living in the same household who is related by blood or adoption.
- (g) Each employee shall furnish a written, signed statement on a form to be provided by the Board (Appendix B) to justify the use of sick leave. If the employee is absent for more than six (6) consecutive workdays, a physician's statement regarding the absence may be requested. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when he/she was consulted. Falsification of sick leave information on the District form is grounds for suspension or termination under ORC Sections 3319.091 and 3319.16.
- (h) An employee who is to be absent on sick leave on the regular daylight shift (7-3) shall notify his/her immediate supervisor between 6:00 a.m. and 6:30 a.m. and give the reason for the absence. An employee who is to be absent on sick leave for all other shifts shall notify his/her immediate supervisor three (3) hours prior to the start of their shift.
- (i) Sick leave may be used in segments of not less than one-half (1/2) day.
- (j) Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action and/or termination.
- (k) The Superintendent may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Board, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to work will not jeopardize the health and safety of other employees or students.
- (l) All sick leave workdays shall be cumulative, and any and all unused portions of the monthly allowance shall be credited to the employee's sick leave total as outlined in paragraphs "a" and "b" of this section.

5.03 LEAVES OF ABSENCE

- (a) Upon application and formal Board approval, a classified employee shall be granted a leave of absence for illness and/or disability, enlistment in the Armed Forces of the United States, and maternity/child-rearing. Leaves of absence requests for other than the stated reasons will be considered on an individual basis.
- (b) All leaves of absence shall be without pay and benefits, and will be granted for a period of time not to exceed one (1) year from the date of the leave. The Board shall consider a written request for up to a one (1)-year extension of an approved leave.
- (c) No classified employee shall be granted a leave to seek, pursue or engage in gainful employment unless expressly authorized in advance by the Board.
- (d) Any classified employee who uses a leave of absence for a purpose other than that stated in the approved leave application shall abandon his/her employment contract and all rights and privileges of employment with the District.
- (e) Applications for leaves of absence shall be submitted as far in advance as possible of the leave date, but not less than thirty (30) days before the beginning date of the leave. This time line may be waived by mutual consent of both parties.
- (f) Classified employees who have been granted a leave of absence shall notify the Superintendent of their intention to return, or not return, not later than thirty (30) days prior to the expiration of the leave. Failure to notify the Board of their intent to return, within the time line specified, shall be considered as abandonment of the employment contract as well as all rights and privileges of employment with the District.
- (g) A classified employee returning from an approved leave of absence shall be given a position similar to the position held before taking such leave.
- (h) Employees on such leave may continue any insurance benefits by making the full monthly payment to the District's insurance provider in accordance with their requirements.

5.04 MATERNITY/CHILD REARING LEAVE

- (a) A "maternity leave" shall be defined as an absence from work due to a disability from pregnancy (or recovery there from) or absence from work due to the adoption of an infant. Any classified employee taking maternity leave will be returned to the employee's position, providing such employee is capable of performing the duties of the job.
- (b) In the event of pregnancy, a classified employee may use any accumulated sick leave for up to thirty (30) days for the birth of a child. Additional leave may be requested as outlined in Section 5.03, paragraph d, e and f.
- (c) In the event of the adoption of an infant, a classified employee may use any accumulated sick leave for up to thirty (30) days.
- (d) "Child-rearing leave" shall be defined as an absence from school, without payer benefits, for the purpose of rearing a child. The Board may grant such leave to the natural or adoptive parent.
- (e) A classified employee who desires a child-rearing leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of the leave except in the ease of emergency or adoption occurring at a time outside the employee's control.
- (f) Child-rearing leaves may be for a period of up to one (1) year as granted by the Board.

5.05 JURY DUTY

- (a) Any employee who is summoned for jury duty or who is appearing before a court or an agency as a witness as a result of employment with the Board shall suffer no loss in pay, providing the employee surrenders any payments or fees received by the employee for such duty or appearance to the Board. At no time will the employee be allowed to collect more than his/her daily wage.
- (b) Employees called for jury duty, but not required to stay the entire day, shall return to work for the remainder of the regular day.
- (c) The Board shall comply with applicable state law regarding leave for employees summoned to appear as a witness before a court in civil, criminal or administrative proceedings.

5.06 PERSONAL LEAVE

- (a) Three (3) days of personal leave may be granted to regular full-time classified employees and up to three (3) pro-rated days of personal leave may be granted to regular short hour classified employees of the District each year. Personal leave is not cumulative, and the Administrator must be notified at least forty-eight (48) hours in advance. (See Appendix B) The only exception to this prior notice would be one of an extremely critical nature due to circumstances beyond the control of the employee. Personal leave may not be used on a day preceding or following a school or national holiday, or during the first week or last week of the school year.
- (b) Following the guidelines outlined in paragraph “a”, classified employees of the District may use all of the allotted personal days without designating a reason for their use.
- (c) In the event that the use of personal leave by two (2) or more employees in the same classification, on the same day(s) may create a problem with the operation of the school, and upon proper notice by the immediate supervisor or Administrator, the number of classified employees, using personal leave, shall be reduced according to the number of available substitutes, or the employee may be requested to take the personal leave at another time. The most senior employee shall receive the personal leave.
- (d) Incentive Pay/Conversion of Personal Leave
Employees who do not use all personal leave between July 1 and June 30 will receive a stipend of eighty dollars (\$80.00) per unused day unless they notify the District Treasurer by the first pay in July that they want their unused personal leave days converted to sick leave and added to their accumulation. If the conversion of personal leave causes the employee’s sick leave balance to exceed the maximum amount as defined in Section 5.02 (a), the employee does not have the option of conversion and shall receive the eighty dollars (\$80.00) per unused day stipend. Stipends will be paid the second pay in July.

5.07 VACATION SCHEDULE

- (a) All regular full-time twelve (12) month classified employees shall be eligible for vacation as follows:

0-4 Years	Ten (10) days
5 -10 Years	Fifteen (15) days
11 Years and over	Twenty (20) days

(b) Vacation days will be accumulated as follows:

0-4 Years	.833 days per month
5 -10 Years	1.25 days per month
11 Years and over	1.66 days per month

(c) Vacation days shall be used during the fiscal year earned and/or during the twelve (12) months subsequent (i.e., July - June). All unused vacation shall be forfeited.

(d) Eligible employees shall arrange approval for vacations through their immediate supervisor. Requests for vacation shall be submitted to the employee's immediate supervisor at least fifteen (15) days prior to the vacation. Requests for vacation shall be returned to the employee within ten (10) days marked as either "approved" or "denied". If the request is not denied within ten (10) days, the vacation shall be deemed approved. However, the immediate supervisor may deny requests which specify time off during the peak work period for that department or conflict with previously scheduled vacation requests. In such cases, the employee will be asked to arrange vacation at some other time during the year.

(e) If an employee takes a vacation during a period when a holiday identified in this Agreement falls on a scheduled work day, that holiday is not chargeable against the employee's vacation days. Five (5) work days constitute one (1) week's vacation.

(f) An employee who is hospitalized for an emergency, or who may have a death in his/her immediate family (as defined in Section 5.02 (f)) while on vacation, may make a request to the Superintendent or his designee that the vacation be terminated, and that sick leave be granted, according to the sick leave policy, for any days absent. Final approval of this request rests with the Superintendent or his/her designee.

(g) Those employees retiring or terminating their employment with the Board shall be paid for their earned but unused vacation time. If an employee dies while in the employ of the Board, his/her vacation benefits shall be paid in accordance with O.R.C. 2113.04.

5.08 PAID HOLIDAYS

(a) All regular full-time classified employees working twelve (12) months shall receive twelve (12) paid holidays. These holidays include New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July

Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and the Day before New Year's.

- (b) All regular full-time and short-hour classified employees who work less than twelve (12) months shall receive eleven (11) paid holidays equal to their regularly scheduled work day. These holidays include New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day and Day before New Year's.
- (c) In order to be eligible for holiday pay, an employee must meet the provisions set forth in ORC 3319.087 provided each such employee accrued earnings on his next preceding and his next following scheduled work days before or after such holiday.

5.09 ATTENDANCE AT WORKSHOPS AND CONFERENCES

Requests for employee attendance at workshops or conferences authorized by the Board shall be submitted in writing on a form provided by the Superintendent to the employee's immediate supervisor at least ten (10) days in advance of the first day of the workshop or conference. Employees will be paid their regular rate of pay while in attendance provided the conference is during the regular work day. (See Appendices B and C.)

5.10 ASSOCIATION LEAVE

Classified bargaining unit members who are certified delegates or representatives to the Ohio Education Association/NEA may attend conferences not to exceed a total of three (3) days cumulative for the bargaining unit per school year. The Board will assume only the cost of the substitute and the cost of the unit member's daily pay and benefits. Other costs associated with these conferences will not be the responsibility of the Board. Written requests for attendance at such conferences will be made at least ten (10) days in advance of the leave and shall be made in accordance with the District regulations and on the "Association Leave Form." (See Appendix B.)

5.11 FLEX TIME

- (a) All regular full-time twelve (12) month classified employees shall be eligible for flex time.
- (b) The Board may grant flex time in lieu of a paid lunch break at the employee's option. Employees choosing flex time are required to take a thirty (30) minute

unpaid lunch break and are to extend their work day by thirty (30) minutes. For employees choosing flex time, the extended thirty (30) minutes are to be worked beginning at the end of the employee's work day.

- (c) Employees must elect by July 1 of each year to be paid for their lunch break or to accumulate flex time in lieu of a paid lunch break. This election will be documented with the District Treasurer on a form provided by the Treasurer. The employee and the employee's immediate supervisor must sign the form.
- (d) Flex time can only be used during the Winter Break, Spring Break, or other such Board approved recess time, or on Friday's during the summer months when the building is closed.
- (e) Flex time must be used in eight (8) hour increments.
- (f) Flex time shall be used during the fiscal year earned and/or during the two (2) months subsequent. All unused flex time shall be forfeited.

ARTICLE VI
EMPLOYEE BENEFITS

6.01 INSURANCE BENEFITS

In order to be eligible for insurance, an employee must be contracted for at least thirty five (35) hours per week.

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

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. Employee Share of Medical Insurance

Regular full-time employees will be responsible for paying one hundred twelve dollars (\$112.00) family and forty six dollars (\$46.00) single of the monthly rate for family/single medical insurance.

Stark County Schools Council

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

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

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

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

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$30,000 for each bargaining unit member.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

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

Section 125-Tax Shelter

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

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

PREMIUM HOLIDAYS

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

SAME SEX MARRIAGE

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

6.02 LIABILITY INSURANCE

The Board will pay one hundred percent (100%) of the premium for liability insurance for all classified employees.

6.03 WORKERS' COMPENSATION

- (a) All regular full-time and regular short-hour employees shall have full rights to workers' compensation benefits per injuries incurred on the job.
- (b) Employees may elect to claim workers' compensation benefits in lieu of exhausting their sick leave.

6.04 SEVERANCE PAY

The Board shall grant severance retirement pay to classified employees who have not less than ten (10) years of continuous service to the District under the following guidelines:

1. employee must have qualified for retirement benefits from the SERS.
2. such employee shall be entitled to receive a cash payment equal to his/her daily rate of pay, at the time of retirement, multiplied by one-fourth (1/4) the total number of accumulated, but unused, sick days earned by the employee.
3. the number of sick days used in the above calculation must be certified by the Treasurer.
4. Such pay shall be made within thirty (30) days from the effective date of retirement, but may be deferred for up to twelve (12) months at the employee's option. Such option shall be provided in writing by the retiring employee to the Treasurer.

6.05 IRS 125 PLAN

The Board shall provide for the Internal Revenue Service (IRS) Section 125 Plan allowing employees to shelter their premium contributions for insurance with pre-tax dollars.

ARTICLE VII

OTHER GENERAL AGREEMENT PROVISIONS

7.01 PERSONNEL FILES

- (a) One (1) official personnel file shall be maintained by the Board for each employee of the District. It shall be located in the Treasurer's Office and maintained by appropriate central office clerical staff under the supervision of the Treasurer.
- (b) Each item inserted into the file shall indicate its date of origin and the date it was inserted into the files.
- (c) Each employee shall have the right to review, in the presence of an administrator or the Treasurer, the contents of his/her own personnel file. Letters of reference and other previously agreed upon confidential material shall not be viewed by the employee.
- (d) Each employee shall have the opportunity to read material which may be considered derogatory to the employee's conduct, service, character, or personality before it is dated and placed in the personnel file. The employee shall acknowledge reading the material by signing a copy to be inserted in the file. The signature shall not necessarily indicate agreement with the contents of the material, but only that the material has been reviewed.
- (e) Each employee shall have the opportunity to reply to such derogatory material in a written statement to the file copy.
- (f) Classified employees shall be informed of any complaint directed toward them which will become a matter of record.
- (g) Anonymous letters or materials shall not be placed in the employee's personnel file nor should they be made a matter of record.
- (h) Material will be removed from a classified employee's file, when it is determined to be inaccurate.
- (i) A classified employee shall be entitled to one (1) copy, at Board expense, of any non-confidential material in his/her file. Subsequent requests for such copies will be at the employee's expense.
- (j) All evaluations/observations of the classified employee shall be kept in the employee's file.

7.02 EVALUATION

Classified employees with more than one (1) year of service to the District shall be formally evaluated by their immediate supervisor at least once each year. Classified employees with less than one (1) year of service with the District will be formally evaluated by their immediate supervisor at least twice (2) each year. An annual conference shall be held with each employee to review all information included in their written evaluation regarding their job performance. The employee shall acknowledge that he/she has read the evaluation by his/her signature on the copy to be placed in their personnel file. Such signature on the copy shall not indicate agreement or disagreement with the evaluation but only that he/she has been advised of the content of the evaluation. A copy of the evaluation shall be given to the employee and one (1) copy shall be placed in the personnel file. The employee shall have the opportunity to reply to his/her evaluation in a written statement to be attached to the filed copy.

7.03 HOURS OF WORK

- (a) Hours of work for all regular full-time or regular short-hour classified employees will be based on job classification, assignment, and responsibility. However, the Board reserves the right to adjust schedules or temporarily alter work assignments in order to meet the specific needs of the District. This paragraph does not prohibit the Board from establishing new positions which may be part-time or occasional in nature, nor does it prohibit the reduction of hours through the Reduction in Force procedure outlined in this Agreement.
- (b) Each regular full-time employee, who has not chosen to exercise flex time as provided in Article V, Section 5.11, shall be entitled to thirty (30) minutes paid lunch per eight (8) hour shift.

7.04 SUMMER WORK

The Board shall give members of the bargaining unit employed less than 260 days a year, fifteen (15) days written notice prior to the commencement of work performed during the summer months if it intends to utilize bargaining unit members to perform such work.

7.05 JUST CAUSE

No employee shall be disciplined, reprimanded, suspended or terminated without just cause.

ARTICLE VIII

SALARY SCHEDULE/PAY PROVISIONS

8.01 SALARY SCHEDULE

- (a) The hourly rate schedule and index for classified employees from July 1, 2018 through June 30, 2021 shall be found in Attachment A.
- (b) A longevity increase of one thousand two hundred dollars (\$1,200) per year shall be given to regular full-time employees hired to work thirty-five (35) hours or more per week prior to September 1, 2011, regardless of length of employment.
- (c) An additional longevity increase of one thousand one hundred dollars (\$1,100) per year will be given to those employees who have worked for the District for ten (10) or more years.
- (d) Those persons eligible for longevity pay shall have all the longevity for which they qualify divided equally over the pay periods in their contractual year.
- (e) All employees shall be paid on the pay schedule set for in Attachment A for the applicable classification and step for performing their regular duties.
- (f) An employee who is reclassified to a different pay grade shall have such adjustment made effective on the first day worked in the new position.

8.02 OVERTIME

- (a) The Board shall pay overtime worked at the rate of time and one-half (1 ½) for all hours worked over forty (40) in any seven (7) day period. For the purpose of this paragraph, Sunday through Saturday constitutes a work week.
- (b) Overtime will be granted only upon prior approval of the employee's supervisor/designee and shall be defined, for the purpose of this section, as all work associated with normal job responsibilities.
- (c) When computing hours worked, holidays, sick leave days, professional leave, and other Board approved leave (except a leave of absence) shall count as a regular work day. A regular work day is defined as hours worked by the employee on a daily basis under his/her regular employment contract.

- (d) Overtime will be granted on a seniority rotation basis within the classification as provided for in Article VIII, Section 8.03(e). Exceptions would be during those emergency situations which require specific skills and/or qualifications in order to complete the required task.
- (e) An employee overtime list shall be prepared by the supervisor/designee including the names of those interested in working overtime. The employee must designate his/her interest in working overtime at the beginning of each school year.
- (f) If an employee is eligible to work overtime, and he/she subsequently turns down an offer of overtime, he/she will not be eligible again until his/her name reappears in rotation.
- (g) Exceptions to the seniority rotation system of granting overtime include but are not limited to the following:
 - 1. The custodian assigned and trained to complete specific job responsibilities such as checking boilers, plowing snow, completing emergency repairs and/or maintenance, and finishing jobs at the end of a work shift that were started during that work shift.
 - 2. All custodians who are assigned to finish jobs at the end of the work shift that were started during that work shift.
- (h) Each out-of-rotation overtime period shall be logged by the supervisor/designee on the overtime list next to the name of the employee who worked.

8.03 SHIFT DIFFERENTIAL

- (a) A custodial employee who is assigned to work an afternoon shift that begins after two o'clock (2:00) p.m. shall be paid thirty cents (\$.30) per hour in addition to the custodian's regular rate of pay for all hours worked during that pay period.
- (b) A custodial employee who is assigned to work an evening shift that begins after ten o'clock (10:00) p.m. shall be paid fifty cents (\$.50) per hour in addition to the custodian's regular rate of pay for all hours worked during that pay period.

8.04 CALAMITY DAY

In the event school is officially closed as a result of disease, epidemic, hazardous weather conditions, damage to a school building, or other temporary circumstances due to utility failure rendering a school building unfit for school use, all bargaining unit members will be required to report to work unless otherwise instructed by the Superintendent or his/her designee.

8.05 PAYROLL DEDUCTIONS

- (a) The Board will make Association dues payroll deductions for bargaining unit members who voluntarily submit a signed "Statement of Authorization" to the Treasurer at least five (5) days prior to the third (3rd) payday in each school year.
- (b) During the term of this Agreement, the Board shall deduct regular Association dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall normally be made from each check. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Board will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.
- (c) A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Association within ten (10) days from the date of making such deductions.
- (d) On the effective date of this Agreement and for employees hired after the effective date of the Agreement sixty (60) days following the beginning of the employment, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by Association members, and shall only represent the proportionate amount paid by Association members for non-Union related activities, as certified by the Union. The Association shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.
- (e) Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association shall then be transmitted by the Association to the Treasurer of the Board on or about November 1st of each year for the purpose of determining amounts to be payroll deducted and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions

shall be made for bargaining unit members employed after November 15th until the second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

- (f) The Association hereby agrees to hold the Board harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and the Association shall indemnify the Board for any such liabilities or damages that may arise.

8.06 PAYDAYS

- (a) Employees will be compensated biweekly over the course of the work year.
- (b) Employees are required to have their paychecks direct deposited with a bank of their choice.

8.07 SERS CONTRIBUTIONS

- (a) The Board agrees, as a condition of employment to treat employee contributions to the School Employees Retirement System (SERS) as an annuity in accordance with SERS and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies the Board will contribute any portion of the employee's share of retirement contributions.
- (b) The Board shall report for Federal and State income tax purposes as the employee's gross income said employee's total annual salary less the amount of the SERS contribution.
- (c) The contribution percentage shall apply uniformly to all members of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of this policy.

8.08 CUSTODIAN STIPEND

A stipend of \$800.00 will be paid the second pay of June to the Senior Custodian assigned to daylight during the school year for duties completed outside the scope of hi/her job in the absence of the Maintenance Supervisor.

8.09 EMPLOYMENT OF CAFETERIA INSTRUCTIONAL AIDES

- (a) The bargaining unit members who are presently employed as Instructional Aides assigned to the cafeteria will remain employed by the Board of Education as instructional aides pursuant to the terms and conditions of the Master Agreement, unless they otherwise resign or are terminated for cause during this time frame.
- (b) In the event the Board of Education enters into a contract with a cafeteria management company, the management company will be responsible for employing any and all newly hired persons employed for cafeteria positions.
- (c) Any person(s) hired by the management company shall not be considered to be Board employees but shall be employed directly by the management company.

ARTICLE IX

DURATION, BOARD RIGHTS AND SIGNATURES

9.01 TOTAL AGREEMENT

This document represents the entire agreement between the Board and the Association and may be added to, deleted from, or otherwise altered only by written amendment properly ratified and executed by both parties. If there is any conflict between this Agreement and any policy or practice of the Board, this Agreement shall prevail. Unless specifically and expressly set forth in the written provisions of this document, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Board, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

9.02 MANAGEMENT RIGHTS

The Board reserves and retains full rights, authority, and discretion to control, supervise and manage the operation of the school and to make decisions and policies not inconsistent with the terms of this Agreement.

9.03 SEVERABILITY

- (a) This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A) of the Ohio Revised Code), all policies, rules, and regulations of the employer to such extent that such policies, rules, and regulations are in conflict with this Agreement. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision is unlawful, such provision shall be automatically amended or rescinded to the extent necessary to comply with such determinations, provided however, that all other provisions of this agreement shall remain in full effect.
- (b) Upon written request of either party, the parties shall meet within ten (10) days after such final determination to negotiate over its impact on this agreement. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute. However, the Association shall not have the right to strike during the term of this Agreement due to such negotiations.

9.04 DURATION

This Agreement shall be effective July 1, 2018 and shall continue in full force and effect until midnight, June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15th day, of May 2018 at Lisbon, Ohio

FOR THE BOARD:	FOR THE ASSOCIATION:
<u>Douglas R. Lamont</u> 5-15-2018 Board President Date	<u>John Wense</u> 5/16/18 President Date
<u>Willard C. Lockens</u> 5-15-18 Superintendent Date	<u>[Signature]</u> 5/16/18 Vice President Date
<u>Katherine Mikalich</u> 5-15-18 Treasurer Date	<u>Layne J. Jugh</u> 5/16/18 Team Member Date

ATTACHMENT

ATTACHMENT A

Classified Employees Salary Schedule

July 1, 2018 through June 30, 2019

Step	3.00% Increase Base: Index	Custodial Aides	Cafeteria Aides	Secretaries	Instructional Aides	Custodians
		\$11.92	\$12.15	\$16.34	\$16.34	\$16.34
0	1.0000	\$11.92	\$12.15	\$16.34	\$16.34	\$16.34
1	1.0250	\$12.22	\$12.45	\$16.75	\$16.75	\$16.75
2	1.0500	\$12.52	\$12.76	\$17.16	\$17.16	\$17.16
3	1.0750	\$12.81	\$13.06	\$17.57	\$17.57	\$17.57
4	1.1000	\$13.11	\$13.37	\$17.97	\$17.97	\$17.97
5	1.1250	\$13.41	\$13.67	\$18.38	\$18.38	\$18.38
6	1.1500	\$13.71	\$13.97	\$18.79	\$18.79	\$18.79
7	1.1750	\$14.01	\$14.28	\$19.20	\$19.20	\$19.20
8	1.2000	\$14.30	\$14.58	\$19.61	\$19.61	\$19.61
9	1.2250	\$14.60	\$14.88	\$20.02	\$20.02	\$20.02
10	1.2500	\$14.90	\$15.19	\$20.43	\$20.43	\$20.43
11-14	1.2750	\$15.20	\$15.49	\$20.83	\$20.83	\$20.83
15	1.3000	\$15.50	\$15.80	\$21.24	\$21.24	\$21.24

July 1, 2019 through June 30, 2020

Step	3.00% Increase Base: Index	Custodial Aides	Cafeteria Aides	Secretaries	Instructional Aides	Custodians
		\$12.28	\$12.51	\$16.83	\$16.83	\$16.83
0	1.0000	\$12.28	\$12.51	\$16.83	\$16.83	\$16.83
1	1.0250	\$12.59	\$12.82	\$17.25	\$17.25	\$17.25
2	1.0500	\$12.89	\$13.14	\$17.67	\$17.67	\$17.67
3	1.0750	\$13.20	\$13.45	\$18.09	\$18.09	\$18.09
4	1.1000	\$13.51	\$13.76	\$18.51	\$18.51	\$18.51
5	1.1250	\$13.82	\$14.07	\$18.93	\$18.93	\$18.93
6	1.1500	\$14.12	\$14.39	\$19.35	\$19.35	\$19.35
7	1.1750	\$14.43	\$14.70	\$19.78	\$19.78	\$19.78
8	1.2000	\$14.74	\$15.01	\$20.20	\$20.20	\$20.20
9	1.2250	\$15.04	\$15.32	\$20.62	\$20.62	\$20.62
10	1.2500	\$15.35	\$15.64	\$21.04	\$21.04	\$21.04
11-14	1.2750	\$15.66	\$15.95	\$21.46	\$21.46	\$21.46
15	1.3000	\$15.96	\$16.26	\$21.88	\$21.88	\$21.88

ATTACHMENT A
(Continued)
Classified Employees Salary Schedule

July 1, 2020 through June 30, 2021

3.00% Increase		Custodial Aides	Cafeteria Aides	Secretaries	Instructional Aides	Custodians
Base:		\$12.65	\$12.89	\$17.33	\$17.33	\$17.33
Step	Index					
0	1.0000	\$12.65	\$12.89	\$17.33	\$17.33	\$17.33
1	1.0250	\$12.97	\$13.21	\$17.76	\$17.76	\$17.76
2	1.0500	\$13.28	\$13.53	\$18.20	\$18.20	\$18.20
3	1.0750	\$13.60	\$13.86	\$18.63	\$18.63	\$18.63
4	1.1000	\$13.92	\$14.18	\$19.06	\$19.06	\$19.06
5	1.1250	\$14.23	\$14.50	\$19.50	\$19.50	\$19.50
6	1.1500	\$14.55	\$14.82	\$19.93	\$19.93	\$19.93
7	1.1750	\$14.86	\$15.15	\$20.36	\$20.36	\$20.36
8	1.2000	\$15.18	\$15.47	\$20.80	\$20.80	\$20.80
9	1.2250	\$15.50	\$15.79	\$21.23	\$21.23	\$21.23
10	1.2500	\$15.81	\$16.11	\$21.66	\$21.66	\$21.66
11-14	1.2750	\$16.13	\$16.43	\$22.10	\$22.10	\$22.10
15	1.3000	\$16.45	\$16.76	\$22.53	\$22.53	\$22.53

APPENDIX

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT
9364 State Route 45
Lisbon, Ohio 44432

Associated Employees of
Columbiana County Career Center
Formal Grievance Report Form

Formal Level: Step 1

Grievance No. _____ CCCC Associated Employees

Date Filed: _____

Name of Grievant: _____ Signature: _____

- 1. Date of Alleged Violation: _____
- 2. Date of Informal Grievance Meeting: _____
- 3. Section or subsection of the negotiated agreement to have been violated: _____

4. Statement of Grievance: _____

5. Relief Sought: _____

6. Written Disposition of Superintendent: _____

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT
9364 State Route 45
Lisbon, OH 44432

Associated Employees of
Columbiana County Career Center
Formal Grievance Report Form

Formal Level: Step 2*

Grievance No. _____ CCCC Associated Employees

Date Filed: _____

Name of Grievant: _____ Signature: _____

1. Date received by Superintendent: _____

2. Date of Step 2 Grievance Meeting: _____

3. Section or subsection of the negotiated agreement alleged to have been violated:

6. Statement of Grievance: _____

7. Relief Sought: _____

8. Written Disposition of Superintendent: _____

Signature of Superintendent

Date of Step 2 Disposition

*Grievance must attach a copy of Step 1 Grievance Report Form along with the written response.

COLUMBIANA COUNTY CAREER & TECHNICAL CENTER
— ABSENCE REPORT —

NAME _____ DEPARTMENT _____

SOCIAL SECURITY # _____ NUMBER OF DAYS ABSENT _____

DATE(S) OF ABSENCE _____ AM _____ and/or PM _____

REASON FOR ABSENCE (Please check the appropriate item below):

_____ EMPLOYEE ILLNESS (SL)	_____ PROFESSIONAL LEAVE
_____ IMMEDIATE FAMILY ILLNESS (SL)	_____ OBSERVATION/VISITATION
_____ DEATH IN IMMEDIATE FAMILY (SL)	_____ ASSOCIATION BUSINESS
_____ DEATH OF CLOSE FRIEND (PL)	_____ JURY DUTY
_____ PERSONAL BUSINESS (PL)	_____ VACATION
	_____ LEAVE WITHOUT PAY

(Employee Signature) (Date)

(Approval of Leave) (Date)

TO BE COMPLETED BY SUPERVISOR:	
Substitute Required: ____ Yes ____ No	_____ (Substitute Name)
Date (s) Substitute Worked: _____	
Time In _____ Time Out _____	_____ (Social Security Number)

****INDIVIDUALS WHO HAVE NOT PREVIOUSLY SUBSTITUTED IN OUR DISTRICT MUST HAVE ON FILE, IN THE TREASURER'S OFFICE, COMPLETED FORMS NECESSARY FOR PAYMENT OF SERVICES.**

**(Signature of Substitute) (Date)

(Approval to Pay Substitute) (Date)

Copies: White (Treasurer) Yellow (Treasurer) Pink (Director) Gold (Employee)

**SECTION 5705.412
CERTIFICATE OF ADEQUATE REVENUES**

The undersigned Treasurer, Superintendent, and President of the Board of Education of the Columbiana County Vocational School District, located in the following Ohio Counties: Columbiana, Mahoning, Jefferson and Carroll, hereby certify in connection with the attached contract that:

- 1) The school district has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, which when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program for all the days set forth in its adopted school calendars for the current fiscal year and for the number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

The Treasurer shall forward a copy of this certificate to the county auditor of each county in which a part of the school district is located.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day May, 2018.

Columbiana County Vocational School District
Columbiana County, Ohio

By: _____
Title: President, Board of Education

By: _____
Title: Superintendent

By: _____
Title: Treasurer