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CONTRACT

BETWEEN

EATON SCHOOL SUPPORT PERSONNEL ASSOCIATION / OEA / NEA

AND

**EATON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

July 1, 2020 to June 30, 2021

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ARTICLE 1 - TERM

This contract is effective for the period commencing July 1, 2020, through June 30, 2021, by and between the Eaton Community School District Board of Education, hereafter, "Board", and the Eaton School Support Personnel, hereafter, "Association".

ARTICLE 2 - RECOGNITION

The Board hereby recognizes the Eaton School Support Personnel OEA/NEA as the sole and exclusive bargaining representative for all classified employees now employed or to be employed in the hereafter described bargaining unit, for the duration of this Contract.

The Bargaining unit is defined to include all regularly employed full and part-time classified employees.

The following positions are specifically excluded from the bargaining unit:

1. All supervisory employees
2. All confidential employees, including Central Office secretaries and Treasurer's Office employees, and Administrative Assistants
3. EMIS Coordinator
4. Cafeteria Managers
5. All substitute, temporary and seasonal employees.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Eaton Community School District and as the employer of all personnel of the District. The Association further recognizes that the Board shall have the sole responsibility for the management and control of all the public schools of whatever name or character in the District, and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Section 3313.20 and 3313.47 of the Ohio Revised Code. The Association further recognizes that the Board has the exclusive authority in all matters concerning supervision, creation and/or abolishment of positions, evaluation, suspension, discipline, demotion, layoff, transfer and/or assignment, termination and hiring of all members of the bargaining unit except as limited by the specific provisions of this Contract.

- B. It is recognized that the Board of Education may enact rules and regulations during the term of this contract affecting the members of the bargaining unit without bargaining with the Association as long as the rule/s or regulation/s is reasonable and/or not in conflict with the provisions of this Agreement. This paragraph is subject to the binding arbitration provision within the grievance procedure.

ARTICLE 4 - NEGOTIATIONS PROCEDURE

- A. Negotiation Meetings - The Board, its designated representatives, will meet with local representatives of the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited to seven (7) persons each. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams shall have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.
- B. Request for Meeting - Either party may file a written request for negotiations and the initial meeting shall occur upon mutual agreement within a reasonable period of time.
- C. Submission of Issues - All issues for negotiations shall be submitted in writing at the first meeting. All meetings shall be held in private session. No additional issues shall be submitted by either party following the above-referenced meetings unless agreed to by both parties.
- D. Negotiations Procedures The parties agree not to meet during the school day unless mutually agreed otherwise. The parties shall meet at places and times mutually agreed upon at the end of the prior meeting. All meetings shall be held in private session.
- E. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of up to sixty (60) minutes within which to caucus in privacy.
- F. Item Agreement - As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and ratification by the Board.
- G. Agreement - When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. Following adoption by both parties, the agreement shall be binding upon both parties according to its effective date and subject to the limitations of law. Said agreement shall be signed by the Board's representatives and by the Association's representatives.

- H. Intent to Recommend - Prior to the negotiated tentative agreement being presented to the Association and to the Board, each negotiating team shall pledge to recommend adoption of the tentative agreement.
- I. Alternative Methods Upon mutual agreement, an alternative method of bargaining may be used.

ARTICLE 5 - IMPASSE PROCEDURE

- A. After both parties have presented all their proposals, and discussion has taken place on each issue, then impasse may be declared by either party over the issues still unresolved. Mediation services of FMCS shall be used to try to resolve the impasse.
- B. Provided at least ninety (90) days have passed since the Notice to negotiate was delivered, provided this Agreement has expired, provided no successor agreement has been ratified, and provided FMCS mediation has been utilized, the Association may serve notice and carry out a strike in accordance with Ohio Revised Code 4117.
- C. Agreement shall be considered reached only upon proper ratification by both the Board and the Association of the terms and conditions negotiated.

ARTICLE 6 - RIF PROCEDURE

If in the judgment of the Board, layoff becomes necessary in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedure shall govern such layoff:

- A. In so far as is practical, the number of people affected by reduction in force will be kept to a minimum by not employing replacements of employees who resign, retire or otherwise vacate a position.
- B. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within affected classifications, with the least senior employee laid off first. Seniority shall be determined pursuant to Article 31, Section B2 of this Agreement.
- C. The following classifications shall be used for the purpose of defining classifications in the event of a layoff:

- | | | |
|----------------|-----------------------------|----------|
| 1. Cafeteria | 7. Health Aides | 13. LPNs |
| 2. Custodial | 8. Clerical Aides | 14. RNs |
| 3. Secretarial | 9. Library Aides | |
| 4. Maintenance | 10. Special Education Aides | |
| 5. Bus Drivers | 11. Student Monitors | |
| 6. Mechanics | 12. Hearing Interpreter | |

The seniority list shall reflect the “primary responsibility” of the Employee.

- D. The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off. An employee who is laid off in a classification and has accumulated seniority in another classification may bump an employee in that classification with less classification seniority.

Employees wishing to exercise these bumping rights must notify the Superintendent in writing within seven (7) calendar days of the posting of the list of employees who are to be laid off. Employees who elect to bump into another classification as provided above, shall be paid in accordance with the salary schedule of the classification into which they elect to bump pursuant to this provision. Employees who have bumping rights and who fail to exercise them shall be placed on a recall list.

- E. Prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority date, and classification of employees who are to be laid off.
- F. For the classification in which layoffs occur, the Board shall prepare a reinstatement list and the name of all employees who have been suspended shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.
- G. Vacancies which occur in the classification of layoff shall be offered to and accepted within ten (10) calendar days of receipt of notice by the employee standing highest on the recall list.

Any employee who declines reinstatement or fails to respond within ten (10) calendar days of receipt of notice of recall shall be removed from the reinstatement list.

- H. The notice of recall shall be made by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed or not deliverable ten (10) calendar days after postal delivery by certified mail was attempted, the employee will be deemed to have declined reinstatement.
- I. The employee's name shall remain on the recall list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.
- J. By February 1 of each year, the Association President shall be provided with a current seniority list of all employees in the bargaining unit by classification in accordance with Article 31, Section C, A Seniority List.
- K. Ties in seniority will be broken according to Article 31, Section B.3. of this Agreement.
- L. An employee who has been laid off and is on the recall list shall not earn service credit for placement on the salary schedule during the period of time he/she is laid off.

ARTICLE 7 - SICK LEAVE

- A. Each employee of the Bargaining Unit who is employed by the district shall be granted sick leave with pay at the rate of one and one-fourth (1-1/4) days per month, to a maximum of fifteen days per year. Sick leave shall be cumulative to a maximum equal to two hundred (200) days, except that 12-month employees may accumulate up to two hundred fifty (250) days. Upon individual request, documentation of the earned severance shall be given to the bargaining unit member by August 1 of the year in which it was earned.
- B. Employees shall be granted sick leave for absence because of the following reasons:
1. Personal illness, injury or illness caused by pregnancy.
 2. Exposure to a contagious disease which could be communicated to others.
 3. An illness, injury or medical emergency of a member of the immediate family, which is of such a nature as to necessitate the personal presence of the employee for the period of time of the employee's leave request. The definition of immediate family is the employee, the current spouse, child, parent, current parent-in-law or anyone for whom the employee is a legal guardian and other relatives living in the employee's household.

In addition, if approved by the Superintendent, sick leave may be used for illness or injury of a close friend or a relative not covered by this provision.

- C. Normally up to three (3) days of sick leave may be used in the event of death of the employee's current spouse, child, parent, current parent-in-law, grandparent, current grandparent-in-law, grandchild, sibling, current sibling-in-law, aunt, uncle, niece, nephew, and first cousin. In unusual circumstances, additional days of sick leave may be approved by the Superintendent or designee. In addition, if approved by the Superintendent, sick leave may be used for the death of a close friend or a relative not covered by this provision.
- D. An employee requesting sick leave shall request sick leave in HR Kiosk. The employee must justify his/her use of sick leave. If an employee does not submit their sick request in HR Kiosk within three (3) days of the beginning of the sick leave, their sick leave will not be processed in that week's payroll.
- E. After three (3) days of sick leave, the Superintendent may require the employee to provide a written statement from his/her physician indicating that he has been consulted and that the illness prevented the employee from performing his/her contractual duties.
- F. In the event that an employee claims a need for sick leave for more than thirty (30) days during the year, the Superintendent may require the employee to seek a second opinion based on a medical exam performed by a physician selected by the Board. In

that event, the Board shall pay the full cost of the examination and for travel expenses for travel outside the county. A copy of the medical opinion shall be provided the Superintendent upon its request.

- G. Sick leave is granted by the District to prevent undue hardship to employees. It is not to be considered as or used as personal time or vacation time. The District maintains the right to investigate any request for sick leave use and any abuse or excessive use of sick leave. Any falsification of sick leave records shall be sufficient cause for discipline. Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.

ARTICLE 8 - SEVERANCE PAY

- A. Severance Pay Upon Retirement - For the purpose of this section, retirement is defined as service or disability retirement under the provisions of *Ohio Revised Code Chapter 3309*.
- B. An employee with more than five (5) years of service as an employee with the Eaton Community School District Board of Education is eligible for and at the time of retirement from active service with the Eaton Community School District Board of Education shall be paid for thirty (30) percent of the value of his/her accrued but unused sick leave.
- C. Such payment shall be calculated on the employee's base rate of pay at the time of retirement reduced to a daily rate. The daily rate for hourly employees shall be calculated on the number of hours worked while on his/her last regular assignment, not to exceed forty (40) hours for one week. The daily rate for hourly employees shall be calculated by dividing the most recent base salary by the number of days required to be worked under his/her last assignment.
- D. Payment of severance pay on this basis shall be considered to eliminate sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. An employee must present verification of the effective date of retirement from the appropriate retirement system which must precede any payment to the employee.

ARTICLE 9 - GRIEVANCE PROCEDURE

Definition: A grievance is defined as a claim of an alleged violation, misinterpretation, or misapplication of any provision of this contract. A "grievant" shall mean a bargaining unit member, or a group or classification of members alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting each member of said group.

Step One: Within twenty (20) work days after the employee knows or should have known of an event or condition that he/she considers a grievance, present the alleged grievance to his/her immediate supervisor in writing. Failure to file the grievance within twenty (20) work days shall constitute a waiver of the right to file a grievance. The grievant must state the Article/subsection of the contract that has allegedly been violated and must also state any remedy which the grievant proposes. Copies shall go to each person involved. An Association representative will be present during this step in the grievance process.

Within five (5) work days after presentation of the alleged grievance, the immediate supervisor shall give his/her disposition in writing.

Step Two: If the grievant is not satisfied or if no written disposition of the grievance has been made within five (5) work days, the grievant may appeal in writing to the Superintendent within five (5) work days. Failure to file such an appeal within five (5) work days shall be deemed a waiver of the right of the grievant to appeal. Such appeal shall be accompanied by the signed grievance form. The Superintendent shall call a meeting at the request of either party within five (5) work days and shall render a written decision within five (5) work days after the meeting. An Association representative will be present during this step in the grievance process.

Step Three: No less than fifteen (15) work days after receipt of the Superintendent's answer, the Association shall submit a demand for arbitration to the American Arbitration Association as well as to the Superintendent. Selection of an Arbitrator shall be in accordance with the AAA rules and regulations.

- a. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the contract, or to make any award inconsistent with the terms of this Agreement or contrary to law.
- b. The Arbitrator shall issue his award within thirty days of the close of the hearing. The decision of the Arbitrator shall be final and binding on the Board, the Association, and the grievant.
- c. The cost of the Arbitrator's services and the hearing room shall be shared equally by the Board and the Association.
- d. The Board shall implement the Arbitrator's decision within twenty (20) days of receipt of the Arbitrator's award.

Miscellaneous Provisions:

1. The term "day" is defined as the aggrieved employee's working day during the school year or week days (excluding holidays) during vacation periods.

2. The parties agree that time limits in the grievance procedure may be extended and that steps in the grievance procedure may be eliminated by mutual consent.
3. No reprisals of any kind shall be taken by the Board, any member of the administration, the Association, or any employee in the bargaining unit against any party in interest or any school participant in the grievance procedure by reason of such participation.
4. The aggrieved employee shall not be denied the right to Association representation in any of the steps above.
5. A grievance may be withdrawn at any Step without prejudice.
6. No employee shall file a grievance after the effective date of his or her resignation or termination.
7. Nothing contained herein shall deprive any employee of any legal right which he/she presently has.
8. Processing of grievances shall be during non-work hours except as otherwise approved by the Superintendent.

ARTICLE 10 - EMPLOYMENT AND EMPLOYEE DISCIPLINE

A. Employment

New employees will serve a one hundred eighty (180) work day probationary period, beginning with the first actual day of work. If the Board elects to retain a probationary employee, the employee shall receive continuing employment. A probationary employee may be discharged by the Board during the probationary period without cause; however, at the request of a probationary employee who has been employed more than sixty (60) days, the Superintendent shall grant said employee a meeting to be provided the reason(s) for his/her discharge while accompanied by an Association representative.

B. Highly Qualified Aides

All instructional aides must be highly qualified. A newly hired instructional aide will have sixty (60) calendar days to become highly qualified. Transfers and RIFs may be affected by the requirement to be highly qualified.

C. Discipline

1. The Superintendent or the direct administrator may issue verbal or written reprimands. The Superintendent may also suspend or otherwise discipline an employee, and the Board of Education may terminate an employee for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other

acts of misfeasance, malfeasance, or nonfeasance, and for any violation of the written rules and regulations placed in effect by the District and for other good and just cause.

2. Discipline shall be applied in a fair and corrective manner, except instances wherein the employee is found guilty of misconduct, or the employee's presence presents a risk of danger to students, employees, or the public. When employee behavior warrants progressive discipline, the sequence of such discipline shall be as follows: verbal warning or reprimand; then written warning or reprimand; then suspension up to three (3) workdays, without pay; then suspension for three (3) to ten (10) workdays, without pay; then termination of employment. An employee is subject to progressive stages for varying types of behavior. Management's discretion to select discipline appropriate to the nature and severity of an employee's behavior shall not be limited by the result (or decision) of any grievance or arbitration that was filed prior to the effective date of this contract. No record review of conversations shall be placed in an employee's personnel file.
3. Prior to terminating an employee's contract, the Board will provide the employee with a written notice advising the employee of the reason the Board intends to consider a termination. If requested by the employee, the Board shall meet with the employee in Executive Session and permit him/her to give reasons to the Board why his/her employment shall not be terminated and to receive from the Board its reasons for such action.
4. If the Board of Education takes action to terminate an employee who has completed his/her probationary employment, the employee shall have the right to file an action in the Court of Common Pleas challenging the decision of the Board of Education. This appeal must be filed not later than thirty (30) days after the employee is served with the Board's notice sent to the employee by registered mail that he/she will be terminated.
5. At any time an employee is to be suspended, discharged, or reprimanded in writing, the employee shall be apprised of his/her right to be represented and to have a representative at any disciplinary meeting. Discipline is herein defined as: written reprimands, negative evaluations, suspension, or termination.

ARTICLE 11 - ASSAULT LEAVE

- A. An employee who is physically disabled as a result of a physical assault on him/her while performing duties required by his or her contract and occurring on school premises or during a school sponsored function and not caused by another employee of the Board shall be entitled to assault leave. The employee assaulted shall report the incident to the building administrator or supervisor and complete all applicable forms as soon as possible.

- B. When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to any other leave to a maximum of five (5) days per employee for each fiscal year. In no event shall an employee receive more than his or her daily rate of pay from all sources, including workmen's compensation, sick leave, and assault leave, which he/she may be eligible to receive.
- C. Medical verification shall be furnished to the Superintendent or his designee for all such assault leave requests. The Superintendent shall have the right to require a medical examination by a physician of his/her choice after the employee has been absent five (5) workdays per occurrence. In the event the two physicians do not agree in their independent diagnoses of the employee's condition, the two physicians shall select another physician to perform a third examination on the employee and the result of that physician's evaluation shall be binding upon all parties. In the event that the second and/or third physician's opinion is necessary, the Board shall pay the full cost(s) of such examination(s).

ARTICLE 12 - PAY PERIODS

All employees will receive their payroll check by electronic transfer to the location of his/her choice. The employee must provide the Treasurer's Office with their e-mail address for electronic notification. The payment of salary to employees in the bargaining unit shall be distributed on the 15th and 30th day of each calendar month.

ARTICLE 13 - SHIFT DIFFERENTIAL/OVERTIME

- A. All employees that work a regularly assigned shift that begins at 2:00 p.m. or later shall receive an additional night shift differential of forty-two (42) cents per hour.
 - 1. If a night shift employee is directed to report early, or the shift is extended, he/she will receive night shift differential.
 - 2. If an employee is transferred or reassigned from a shift beginning after 2:00 p.m. to one that does not, he/she shall not receive the night differential unless said reassignment is temporary. Any day shift employee temporarily assigned to work night shift shall receive night shift differential, in the event the employee works a full shift.
 - 3. Night shift differential will not be paid on sick leave, personal/emergency leave, jury duty, health and hardship leave, holidays, vacation or when a night shift employee works a day shift during winter, spring and/or summer breaks. Night shift differential will be paid for conference attendance leave.

B. Overtime/Premium Pay

1. Authorized overtime worked in excess of forty (40) hours on a paid status in any one work week or work performed on a Board authorized holiday shall be paid at the rate of one and one-half (1-1/2) times the employees regular hourly rate. Sick leave days, personal leave days, and all non-paid leave days shall not count as hours worked for overtime calculation purposes but paid holidays and vacation days shall count as hours worked.
2. Compensation for all authorized time worked on a Sunday will be at the rate of two (2) times the employee's regular hourly rate, provided the Employee has actually worked 40 hours during the pay period before the Sunday work. "Actually worked" shall mean the employee was physically present at work for forty (40) hours.
3. There shall be no pyramiding of premium pay for the same hours worked. The within premium pay provision set forth herein shall not be construed to provide three (3) times an employee's regular hourly rate for any time worked.
4. If overtime is to be utilized for activities at a particular building, it will be offered first to custodians regularly assigned to work in that building and awarded by seniority. Should those building custodians refuse the overtime opportunity, the refusal shall be noted and the overtime may be offered to another custodian employee of the district and awarded by seniority. The need for overtime assignments will be posted as soon as practicable by the building administrator. It will be posted first in the building in which the overtime assignment is needed and, after 72 hours, and if time permits, it will be posted districtwide. In any event, any substitute work that remains unfilled less than 72 hours prior to the scheduled opening may be filled by the Supervisor in his/her sole discretion. If no custodian employee of the district accepts the overtime, then the Superintendent or designee shall have the right to assign overtime to any custodial employee of the Board. Preference shall be given to custodial employees of the building where the activity occurs.
5. Maintenance overtime shall be rotated, providing the employee has the necessary skills to do the work.
6. The Board may use non-bargaining unit employees for up to twenty-four (24) hours of work in emergency non-substitute situations. Temporary employees may be hired for seasons of summer, Christmas, Spring Break, and the mowing season.
7. Secretaries required to call to secure substitutes for absent employees prior to the start of their shift shall be provided flex time on the work day that the work occurred or at another time approved by the immediate supervisor.

8. Bus drivers will be paid for the actual time it takes for random, reasonable suspicion or post-accident drug/alcohol testing.

ARTICLE 14 - BUS DRIVERS/BUS RUNS

- A. Drivers shall be notified within five (5) school days in writing of students assigned to their route who are suspended from riding a bus and for how long. Such notification shall include the dates applicable thereto.
- B. Any required departmental meetings of bus drivers called by the Superintendent or his/her designee shall result in the drivers attending receiving their hourly rate for all such times in attendance.
- C. All bus runs shall be posted. Interested employees shall sign up for those trips in which they have an interest. These trips shall be assigned on the basis of seniority from those names appearing on the sign-up list except that coaches or sponsors with valid school bus endorsements may drive if they so desire.
- D. The District may cancel a bus run at any time, for any reason, which includes cancellation because students are using alternative methods of school or non-school transportation that does not require the use of a bus driver. If a driver is signed up for a bus run that is cancelled they will not receive compensation for the bus run. If a bus run is cancelled after the driver has clocked in for said bus run, the driver shall be paid for a minimum of two (2) hours.
- E. Drivers may bump other drivers on the list provided they do so no later than 48 hours prior to the scheduled trip.
- F. Any bus run which remains unfilled less than 48 hours prior to the scheduled time of the trip may be filled by the supervisor in his/her sole discretion.
- G. If a driver is interested in an activity during the week, he/she must fully complete the Bus Run Sign-Up Sheet. Their requests will be processed according to Article 14 Subsection C. If the driver shows that they will have over forty (40) hours, the transportation supervisor shall assign said trip to another member of the bargaining unit who has signed for the trip (in order of seniority) who will not have worked forty (40) hours. If there are no other drivers on the sign-up sheet, the supervisor shall contact each member of the bargaining unit in order of seniority, asking them to take the trip. If the supervisor has exhausted all measures to acquire another driver, then the trip will be assigned to the driver (in order of seniority), who signed up for the trip but has or will have over forty (40) hours.
- H. Subject to Section D, once a driver has been assigned to a bus run, that driver will be expected to fulfill that obligation, unless he/she cannot do so because of illness or emergency reasons approved by the transportation supervisor.

- I. The activity run hourly rate will increase at the same percent as the bus driver hourly rate increases during the life of this contract.
- J. Bus routes shall be bid on by seniority in the summer prior to the first work day of each school year. The first rebid of routes will occur in October if routes are increased or decreased by 45 minutes or more. A permanent vacancy that affects seniority, anytime during the school year, will be rebid after the October rebid. Any additional rebid that meets the standard (routes are increased or decreased by 45 minutes or more) will occur as necessary. The Preble County ESC bus route will not be rebid based on an increase or decrease of the route time but will be rebid in the case of a permanent vacancy.
- K. Drivers who have routes with down time shall be limited to fifteen (15) minutes of paid time and shall be required to clock out after that fifteen (15) minute period. During their downtime, drivers shall be expected to perform routine cleaning, safety checks and attend to personal needs. All work maintenance shall be recorded on the bus driver's time sheet by the driver.
- L. Drivers will provide accurate route sheet/seating chart to the transportation supervisor in written form and shall update the forms whenever changes occur. In order to accommodate that obligation, drivers will be given eight hours of paid time per year.
- M. Labor Management Committee (LMC Committee) will discuss overtime as concerns develop.
- N. Drivers will be provided fifteen (15) minutes for pre-trip duties, which will be included in their base time.
- O. If a long-term substitute is driving a route, the substitute can maintain that route even though it may be a non-duty day for full-time drivers. This does not apply to the CTC route during Eaton's Spring break.

ARTICLE 15 - INDIVIDUAL RIGHTS

- A. It is realized that classified employees have the right to join, participate in, and assist the Association, and the right to refrain from such, but membership shall not be a prerequisite for employment and continuation of employment. All employees are subject to the provision of Article 15.
- B. Fair Share Fee - Fair Share shall be an exclusive right conferred upon the Association as the exclusive bargaining agent. Each bargaining unit employee, upon employment and re-employment, shall annually either:
 - 1. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check or money

order, or other approved method, sign and deliver to the Association an authorization to the Board Treasurer for payroll deduction of membership dues, fees and assessments. The Board Treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments, less the amount of Association annual dues previously paid through payroll deduction.

2. In lieu of becoming a member of the Association, the Treasurer shall check-off from the wages of the Employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Education Profession.

3. All contracts of employment for positions in the bargaining unit shall contain the following language:

"This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board."

4. The President of the Association shall by September 1st annually certify to the Treasurer of the Board of Education the amount of the annual representation fee for the ensuing school year.

5. The President of the Association shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Treasurer of the Board of Education the amount of the uniform assessment fee.

6. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in Paragraphs 1 and 2 of Section 1 above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The Board shall provide a list of names of members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in ten equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee

of his/her liability to the Association for the amount of the representation fees and assessments.

7. Upon the effective date of this Agreement, the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. Any non-member of the Association who elects to continue employment with the Board after the 30-day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments which, during the first school year of this agreement only, shall be pro-rated on a monthly basis. Upon timely demand, non-members may appeal to the Association payment of the fee pursuant to the internal procedure adopted by the Association.
8. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs *amicus curiae* in the action;
 - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee Provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Provision herein.
 - e. The above Fair Share Fee Provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE 16 - PAYROLL

- A. Deductions shall be made from employee paychecks for the following:
1. Federal, state, local income taxes
 2. SERS Retirement System
 3. Hospitalization/Insurance
 4. Credit Union for school employees
 5. United Way contributions
 6. Association dues for the United Education Profession (ESSP, WOE, OEA, NEA) and Fund for Children and Public Education (FCPE) [if not a separate deduction].
 - a. Said dues shall be deducted from those employees who authorize such deduction in writing and turn in such written authorization to the Treasurer of the Board by September 25. Should the employee fail to turn in such authorization by that deadline, dues will not be deducted.
 - b. Deductions, for those employees on payroll by September 25, shall be in fifteen (15) equal payments commencing the first pay period in October and ending the last pay period in May. Deductions for those employees placed on payroll after September 25 shall be in equal payments (based on prorated dues) commencing with their first pay period and ended in May. The Union shall provide the Treasurer's office with the amount of prorated dues deducted.
 - c. Authorization of Association dues deduction shall remain in effect until such time that said employee gives written notice to the Board Treasurer and the Association to discontinue such deductions or employment with the Board terminates. Amounts withheld hereunder shall be transmitted to the Association Treasurer.
 - d. The Association agrees to indemnify and save the Board harmless against any and all claims, costs and expenses that may arise out of any lawful action taken by the Board in carrying out the provisions of this section.

ARTICLE 17 - ASSOCIATION RIGHTS

The Association shall have the following rights:

- A. Advance copies of Board of Education agendas and attachments will be provided no later than six (6) hours in advance of the Board Meeting to the Association Officers and building representatives. A final version of the Board Agenda will be provided to the ESSP President at the time it is available to the Board President.
- B. Copy of official minutes of Board meetings.
- C. Use of designated bulletin boards.
- D. Labor Management Committee:
 - 1. In order to provide a forum for addressing concerns and improving the daily working relationship, the Association President and the Superintendent shall schedule monthly meetings. The Association President and the Superintendent may appoint up to six (6) representatives to the Committee. The meetings will be chaired by each party, on alternating months, or by the party requesting any additional meetings.
 - 2. The chairing party shall be responsible for notifying the other party of the items on its agenda and asking for items for the agenda from the other party. The agenda may be amended as necessary at the meeting. If neither party has an agenda item, then the meeting will be cancelled. The chairing party shall be responsible for taking notes of the meeting and distributing them to the parties no later than ten (10) working days after the meeting, unless mutually determined by the members of the group.
 - 3. Either party may have present at any meeting those additional people who may better facilitate the presentation of an issue on the agenda.

ARTICLE 18 - PERSONAL/EMERGENCY LEAVE

All employees shall be granted three (3) days of unrestricted personal/emergency leave per year. These days are not cumulative. Employees may use leave in half-day segments.

Requests for personal leave shall be made in advance to the employee's building principal or immediate supervisor and in HR Kiosk. Personal leave is not approved unless it is approved in HR Kiosk. Personal/emergency leave may be denied based on operational needs.

Except in extreme cases, personal/emergency leave shall not be used on the first or last day of school or the day preceding or following a school holiday.

Incentive

A bargaining unit member who does not use *any* of the three personal days can choose one (1) of two (2) options:

- Option 1 Three (3) personal leave days can be converted to three (3) sick leave days to be added to members' accumulated sick leave, not to exceed the maximum number of accumulated sick leave days.

- Option 2 Three (3) personal leave days can be converted to one (1) day of earned severance. Earned severance is in addition to regular severance. Regular severance is that received by the employee as a result of accumulated sick leave.

This choice must be done by June 30. Failure to meet this date will result in forfeiture of the incentive.

ARTICLE 19 - JURY/WITNESS DUTY

- A. Employees selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment and the regular salary received by such person.

- B. Employees subpoenaed as a witness in court in a matter related to the employee's performance of his duties with the Board, except in situations where they are a party litigant or a witness against the Board, shall be paid the difference between the witness fee and the regular salary received by such person.

Employees receiving a summons or as set forth above must present same to their Principal or Supervisor within seventy-two (72) hours of receipt of same to be eligible for the within payment. The amount of any fee received pursuant to jury or witness duty, except that which is paid specifically for expenses incurred for rendering jury or witness service, shall be remitted to the Treasurer within three (3) days of receipt of same.

ARTICLE 20 - MILITARY LEAVE

- A. Leave of absence will be granted for employees called to duty in the armed forces of the United States. An employee shall notify the Superintendent of such call and request a leave of absence.

- B. Upon expiration of duty in the armed forces and a request to be reinstated, an employee on leave will be placed under contract at the beginning of the next school year. If reinstatement is not requested within thirty (30) days of the termination of military duty, his/her employment may be cancelled.

Employees on military leave shall accumulate years of service for adjusted placement on the salary schedule upon return to Eaton Community Schools.

ARTICLE 21 - VACATION LEAVE

- A. All full-time non-certificated persons employed for eleven (11) months or more (at least 252 days of work including holidays) shall receive vacation with pay. The schedule established shall be based upon the fiscal calendar year July 1 - June 30.
 - 1. Fraction of a year in excess of six months - one (1) week
 - 2. After first year - two (2) weeks
 - 3. After ten (10) years - three (3) weeks
 - 4. After nineteen (19) years - four (4) weeks

- B. Vacation time shall be taken at such time as to create the least amount of job disruption and with the approval of the immediate supervisor.
 - 1. One or more weeks of vacation may be taken during the time school is in session. Such vacation is subject to the availability of qualified replacements and not more than one eleven (11) or twelve (12) month employee per category may be absent at one time. The balance of vacation due shall be taken during the June 1 - August 1 period.
 - 2. Vacation days earned but not used in the year earned may be carried forward into the next year, but if not used by June 30 of the following year, the days carried forward will be lost.

All vacations are subject to the approval of the employee's immediate supervisor and Superintendent. Vacation requests are not approved unless they are approved in HR Kiosk. Vacation requests may be denied based on operational needs.

ARTICLE 22 - HOLIDAYS

- A. The following days are legal holidays for all persons employed for eleven (11) months (at least 252 days of work including holidays) or more:

1.	New Year's Day	8.	Columbus Day
2.	Martin Luther King Day	9.	Veteran's Day
3.	Presidents' Day	10.	Thanksgiving Day
4.	Good Friday	11.	Day After Thanksgiving
5.	Memorial Day	12.	Day Before Christmas
6.	Independence Day	13.	Christmas Day
7.	Labor Day		

- B. In the event that Columbus Day and/or Veterans' Day are scheduled school days in the Board adopted academic calendar, the bargaining unit shall be given compensatory days that are not scheduled school days. These compensatory days shall be determined by the Superintendent of Schools.
- C. All employees employed for less than eleven (11) months will be entitled to holidays the above list that are enumerated in their work calendar.

1.	New Year's Day	7.	Columbus Day
2.	Martin Luther King Day	8.	Veterans Day
3.	Presidents' Day	9.	Thanksgiving Day
4.	Good Friday	10.	Day After Thanksgiving
5.	Memorial Day	11.	Day Before Christmas
6.	Labor Day		

- D. If a legal holiday falls within the vacation period of the employee, the employee's vacation will be extended an additional day.
- E. When any of the above listed holidays falls on a Saturday, the Friday before will be granted for that holiday. When any of the above listed holidays fall on a Sunday, the Monday following will be granted for that holiday. When Christmas falls on a Sunday, the days off will be the preceding Friday and the following Monday.

In order to be eligible for holiday pay, an employee must be on active pay status the day before the named holiday and the day after the named holiday.

ARTICLE 23 - INSURANCES

A. Hospitalization/Major Medical/Prescription

1. The Board shall pay for full-time employees 80% of the cost of the basic single and family health care insurance plans ("core plan") except for employees of the Board who have coverage elsewhere other than individually purchased coverage. For those who have coverage elsewhere, said employees are eligible to receive coverage under the Board's plan of insurance by contributing 20% plus \$20.00 per month toward the single or family plan premium. If the Board has to pay a penalty for offering any plan, that plan will be immediately discontinued and both parties will meet and negotiate insurance.
2. Full-time employees shall be defined as "an employee who is regularly scheduled to work twenty (20) hours or more per week."

Employees hired into the district after July 1, 2005, who are employed for less than twenty (20) hours per week, shall pay 100% of the

hospitalization/major medical/prescription and dental insurances, if they desire to participate in the benefits plan and if the benefits provider provides coverage.

3. The Board will provide each employee enrolled in the basic health care insurance plans (“core plan”) with an individual Health Reimbursement Account (HRA) which includes dental and vision. The Board will contribute up to five hundred dollars (\$500) for single coverage or one thousand dollars (\$1000) for family coverage each year until individual account reaches the out-of-pocket maximum for single or family coverage.
4. All employees of the unit shall be provided \$30,000 term life insurance with 100% of the premium paid by the Board.

B. Dental Insurance

The Board shall provide a dental plan equal to that provided to the certificated employees of the District for all non-certificated employees of the Board regularly assigned to work twenty (20) hours or more per week. The Board shall pay 85% of the premium for such coverage. The Board contribution for those working less than twenty (20) hours per week shall be seventy-five percent (75%) of that contributed by the Board for full-time employees. In the event a husband and wife are employed by the Board, the Board shall provide one dental plan for the two of them.

C. 125 Plan

The Board of Education will make available to each member of the Association a 125 Plan. The plan will annuitize the medical insurance premium, medical expenses and dependent care. The Eaton Board of Education reserves the right to select and administer the plan in accordance with state and federal laws, rules, and regulations.

ARTICLE 24 - WAGES

- A. The Board shall implement wages as follows:

2020-21 .45 on the base

ARTICLE 25 - SAFETY COMMITTEE

A Safety Committee shall be established by the Association and Superintendent and shall be composed of four (4) members – two (2) appointed by each party. The Committee shall meet upon the request of either party to discuss and resolve safety and health problems, but not more than twice per month. In the event a serious safety or health problem arises, either party may request a meeting with a minimum of twenty- four (24) hours notice. Employees will not receive pay for meetings that occur outside the employee's regular work schedule.

ARTICLE 26 - CALAMITY DAYS

The declaration of a calamity day, school delay, or emergency school closing shall be made by the Superintendent or designee.

The guidelines for calamity days and school delays are included as Addendum C.

ARTICLE 27 - CALL-IN-PAY

When any employee is called back to duty by the Superintendent or designee to handle an emergency as defined by the Superintendent or designee, he/she shall be paid two (2) hours minimum for each occurrence at his/her regular rate of pay, except that any work beyond forty (40) hours in a given week, shall be at one and one- half (1-1/2) times his/her regular rate. The Superintendent or designee is not obligated in any situation to call-in employees to handle emergencies or non-emergencies.

ARTICLE 28 - CHILD CARE LEAVE

- A. Upon request, the Board shall grant child care leave for an employee to care for a newly born infant and for the adoption of a child who is under five (5) years of age, for a period of up to twelve (12) months or for the remainder of the individual's contract, whichever is less. The leave shall be without pay, without accrual of sick leave, personal leave, or vacation time, and without insurance benefits except that the employee on leave shall be given the opportunity to remain on the group insurance plan, provided he/she pays to the Treasurer (in advance each month) the premium for that insurance he/she wishes to maintain.
- B. Persons returning from such leave are subject to assignment to a position equal to that they held prior to going on such leave.
- C. If an employee wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement as well as the Board's portion of the retirement contribution.

ARTICLE 29 - CONFERENCE ATTENDANCE

- A. Employees covered hereunder may attend workshops or in-service training sessions if approved by the Superintendent or designee and the Board.
- B. The Board will pay the following expenses associated with the workshop or in-service training session:
 - 1. Registration
 - 2. Meal Expense shall be the actual amount spent on meals as documented by itemized receipts turned into the Treasurer not to exceed twenty-five dollars (\$25.00) per day. If a meal is included in conference registration fees, the \$25.00 reimbursement shall not apply.
 - 3. Rate of compensation for mileage shall be at the current IRS rate per mile up to a maximum of four hundred (400) miles from Eaton, Ohio.
- C. Employees may be granted said leave to attend the twice yearly Association Representative Assembly without the above expenses being paid by the Board.

ARTICLE 30 - VACANCIES/TRANSFERS

- A. Voluntary Transfers
 - 1. Requests for transfer to vacancies within an employee's job classification shall be submitted, in writing, to the Superintendent. The applicable supervisor shall interview the applicant and forward his/her recommendations to the Superintendent for consideration of filling when a vacancy occurs. All applicants requesting a transfer shall be notified and advised as to their acceptance or non-acceptance for the open assignment. Transfer requests will be kept for a period of one (1) year, and an employee desiring to remain in consideration for a transfer must renew his/her transfer request in writing and submit it to the Superintendent.
 - 2. The employee with the most classification seniority shall be transferred for a probationary period in her/her classification for thirty (30) workdays. For transfers that occur during the summer months, the thirty (30) workday probationary period shall commence at the beginning of the school year. An employee has up to his/her thirty (30) workday probationary period to decide whether he/she will accept such transfer. The administration, however, may not return an employee to a previously held position before the expiration of the thirty (30) workday probationary period. After the probationary period, transfer request may be denied if in the opinion of the Superintendent and/or supervisor the transfer is not in the best interest of effective

operations. If an employee is returned by the administration or chooses to return to his/her former position, there shall be no negative repercussions for choosing to his/her previous position. The employee shall be reassigned to the last permanent position held by him/her at his/her former salary step or to an equivalent position (with no loss of pay or step) to which he/she is qualified.

3. Employees who meet the specific job qualifications, are sufficiently skilled, adequately trained, and have the greatest classification seniority, will be given preference in vacancies within that classification.
4. Vacancies shall be posted via email. During the summer months, administration will send a One Call informing employees of title of vacancy and referencing the email posting.

A vacancy is defined as an open position within the bargaining unit that the Board determines to fill, and does not include situations when employees are on a recall list or when an open position is filled by an involuntary transfer by the Superintendent. A Board-determined vacancy shall be filled under the terms of this section within six (6) weeks after the position is posted.

5. Employees promoted to higher classifications shall be placed in the step in the new classification pay range that represents the least amount of wage increase. Employees transferring to a lower classification shall receive a rate of pay in the new classification pay range that represents the step that is equivalent to their years of District service.

B. Involuntary Transfers

In order to meet staff needs of the District, it may be necessary to reassign an employee within his/her classification. Such reassignment shall be made by the Superintendent, following consultation with the immediate supervisor, building principal(s), and employee(s) involved in the reassignment(s).

ARTICLE 31 - SENIORITY

- A. Classification Seniority shall be defined as the length of credited service in a given classification.
- B. Total Seniority/System Seniority shall be defined as the length of credited service with the Board in the classified service calculated from the last starting date of a regular employment on active pay status. Unpaid leaves of absence shall not count towards the seniority of the employee.
 1. Temporary and substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees.

Only regular full-time or regular part-time employees shall accumulate seniority.

2. An employee shall not lose classification seniority in one classification if he/she transfers to work in another classification so long as he/she is continuously/regularly employed with the district. Each classification seniority is distinct from all other classification seniorities.
 3. Ties in employee status shall be decided as follows:
 - a. Last starting date of regular employment.
 - b. Last date of hire by the Board as a regular employee.
 - c. Date application is received in the Board office, as signified by the date/time stamp of the Board office.
 - d. By toss of a coin with the employees and Association President present at the toss.
- C. A Seniority List shall be provided to the Association President containing all employees covered hereunder not later than February 1, of each school year. The ranking of seniority as established on this list shall be definitive and controlling unless the Superintendent is advised of errors in the list in writing by the Association no later than February 28 of each year. The seniority list shall indicate starting dates and seniority in each classification worked by each employee.

ARTICLE 32 - MILEAGE PAYMENT

- A. The following guidelines will apply for payment of mileage for all school employees for the use of their personal car in conducting school business.
1. Mileage outside the School District - Mileage will be paid for all activities approved by the administration such as workshops, conferences, school business and school-related activities.
 2. Mileage within the School District - Mileage will be paid for trips within the School District according to the value rated trip chart below.
 - a. School employees must submit to the Principal's or Supervisor's office for approval a signed record of such trips. To avoid the writing of numerous small checks, the Treasurer may, upon notification to the employee, pay mileage in payments other than on a monthly basis.
 - b. Mileage regulations for those positions paid by State or Federal agencies will supersede this policy.

- c. In emergencies, the Principal may authorize mileage as needed for transporting sick pupils to homes.
- d. The mileage rate shall be at the current IRS rate.

TRIP VALUE CHART IN MILES
(Double for round trips)

High School		Middle School		Bruce		East		Transportation	
To Bruce	2.0	To Bruce	2.0	To Middle School	2.0	To Middle School	2.0	To Middle School	2.0
To East	2.0	To East	2.0	To East	.0	To Bruce	.0	To Bruce/East	.0
To Middle School	.0	To High School	.0	To High School	2.0	To High School	2.0	To High School	2.0
To Treasurer's	1.0	To Treasurer's	1.0	To Treasurer's	.8	To Treasurer's	.8	To Treasurer's	1.0
To Central Office	1.0	To Central Office	1.6	To Central Office	0.6	To Central Office	0.6	To Central Office	1.0
To Bank (Main & Barron)	1.0	To Bank (Main & Barron)	1.3	To Bank (Main & Barron)	.8	To Bank (Main & Barron)	.8	ESC Alternate School	1.25
Bank To Treasurer's	0.2	Bank to Treasurer's	0.2	Bank to Treasurer's	0.2	Bank to Treasurer's	0.2		

ARTICLE 33 - JOB DESCRIPTIONS

The President of ESSP shall be provided existing job descriptions for bargaining unit positions. In the event the Board of Education in its sole discretion amends existing job descriptions or creates new job descriptions for bargaining unit positions, copies of the amended job descriptions and/or new job descriptions for bargaining unit positions shall be provided to the President of the Association.

Prior to changing an existing job description, a copy of the proposed change will be given the President. The Superintendent/designee will meet with the President of the Association or designee to receive Association input on the proposed change before it is presented to the Board for action.

ARTICLE 34 - HEALTH AND HARDSHIP LEAVE

- A. An employee who is unable to work because of illness and/or other disability, including, but not limited to, pregnancy, and who has exhausted or chooses to utilize his/her sick leave benefits shall be placed on unpaid medical leave of absence

for the period of time said member is medically unable to perform his/her duties to one year at his/her request. This is not to be construed to replace any SERS disability retirement provisions applicable to the employee.

- B. At the expiration of a medical leave, the superintendent or designee shall require the employee on leave to provide a medical statement from his/her physician certifying that he/she is able to resume all of his/her contractual duties. If such statement is not provided to the satisfaction of the superintendent, then the Board may require an examination of the employee by a physician of its choice. The Board physician shall consult with the employee's regular physician to determine the health of the employee. The Board shall pay the costs for the employee's examination(s) as required by the Board.
- C. The employee, upon return to work, shall be placed in the same or a similar position to which he/she held prior to going on leave. No seniority shall accrue during this period of time.

ARTICLE 35 - PERSONNEL FILE

- A. The official personnel file of an employee shall be maintained at the Treasurer's Office of the District.
- B. Upon request made to the Superintendent or designee, or building Principal, each employee shall have the right to review the contents of his/her personnel file, excepting any confidential references given at the time of employment. At the employee's request, a representative of the ESSP may accompany the employee in such review. The review shall be made in the presence of the person responsible for the safe keeping of the file.
- C. A copy of any derogatory material shall be given to the employee prior to its placement in the official file. The employee shall sign the material indicating that a copy has been provided to him/her. If the employee refuses to sign the material, it will be noted and placed in the file.
- D. An employee shall have the right to answer in writing any complaints or reprimands found in the file and such answer shall be attached to the item and reviewed by the Superintendent or his designee.
- E. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the employee's personnel file. These files shall not be used in any transfer, assignment or promotion process nor shall such files be used in any recommendation for reemployment or recommendation for other employment.
- F. No anonymous material or complaints shall be placed into an employee's personnel file.

ARTICLE 36 - SERS PICK-UP

A. Utilizing the salary reduction method:

The Board shall designate each employee's mandatory contributions to the State Employees Retirement System as "picked-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's mandatory State Employee Retirement System contribution which has been designated as "picked-up" by the Board, and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Employees Retirement System increased thereby.

1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

Payment for sick leave, personal leave, severance and supplementals, including unemployment workers compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in employee's contract).

ARTICLE 37 - MISCELLANEOUS

A. Breaks - Each employee required to work at least four (4) hours, but less than six (6) in a given work day shall receive one (1) fifteen (15) minute break. Employees working six (6) hours in a given work day shall receive one (1) twenty (20) minute break. Employees working more than six (6) hours in a given work day shall receive two (2) fifteen (15) minute breaks. All breaks are to be scheduled in a reasonable manner by the Supervisor.

B. Cafeteria Staff –

1. To insure the safety of the cafeteria staff, a communication device (e.g. FCC approved 2-way radio) will be made available for each school cafeteria coded with their respective building frequency. The employee shall keep the device with him/her from the time he/she arrives in the building until other cafeteria workers report to work.

2. If the schedule of the cafeteria staff allows, substitute work shall be offered to the building's cafeteria staff on a building seniority basis. If no building cafeteria staff are available then substitute work shall be offered to the district cafeteria staff on a seniority basis.

Any substitute work that remains unfilled less than 48 hours prior to the scheduled opening may be filled by the supervisor in his/her sole discretion.

- C. CPR and First Aid In-Service - The Board shall provide and pay for initial CPR / First Aid Training and subsequent renewal training for any and all employees it deems necessary. Any and all employees who end their employment during the year of training shall reimburse the Board at 100% of the training costs.
- D. District Vehicle - When an employee is doing school district work that necessitates a vehicle, the district shall provide a district vehicle to complete the task. Necessitating a vehicle is defined as hauling heavy equipment, chemicals, trash or similar kinds of material. It would not be necessary to provide a vehicle for routine mail runs, visits to the central office or other buildings, or any other trips that do not require hauling the above- mentioned items.
- E. Distribution of Medication - The Board shall implement a student medicine distribution system in each building. That system will provide for efficient distribution, liability protection of employees, and standardization between buildings.
- F. The Board shall pay the membership dues in the Ohio School Bus Mechanics Association on behalf of the two mechanics employed by the district.
- G. Mechanics' Tools
 1. The District will provide insurance for mechanics' tools.
 2. The District will purchase tools that are specific to only the maintenance of school buses.
- H. Safety Shoes The District will provide a stipend up to \$150 per fiscal year for mechanics and maintenance employees for one (1) pair of safety shoes. The stipend will not accumulate. Reimbursement will be made upon presentation of a receipt to the Treasurer. Employees will only be reimbursed for safety shoes that meet the District's requirements, which will be communicated to all mechanics and maintenance employees. The deadline for receipts is June 1. Any employee who receives this stipend must wear safety shoes while on duty.
- I. The District will reimburse the employees the cost of the state required background checks. Receipts will be required for reimbursement. Receipts must be submitted to the Treasurer by June 1.

- J. No part-time employee will be restricted from applying for additional positions posted in the district as long as the total hours of the positions do not exceed forty hours a week.
- K. All employees shall have an email account.

ARTICLE 38 - NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work by members of this bargaining unit.
- C. In the event the employees of the Board in any employee unit represented by any labor organization, professional association, or by the Association, engages in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception.

ARTICLE 39 - SICK LEAVE BANK

Each classified staff member may contribute one (1) day of their accumulated sick leave to the sick leave bank. Additional donations may be made by each classified staff member upon the agreement of the Sick Leave Bank Committee. Only contributors can draw from the bank.

- A. Composition of Sick Leave Bank Committee
 - 1. E S S P P r e s i d e n t
 - 2. S u p e r i n t e n d e n t
 - 3. T r e a s u r e r

B. Operation of the Bank

A sub-committee shall be appointed by the Sick Leave Bank Committee to determine operational procedures. The sub-committee shall include no more than three members appointed by the ESSP President and three members appointed by the Superintendent.

ARTICLE 40 - FAMILY MEDICAL LEAVE

The employees and Board shall have whatever rights, duties, discretion and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et. seq.) as is or may be amended.

A. Family medical leave may be taken by eligible employees (employees who have worked for the Eaton Community School District for at least twelve (12) months) for up to twelve (12) weeks as unpaid leave in a twelve (12) month period. The employee is entitled to job protection and continued group health insurance coverage. Leave may be taken in order for the employee to care for a newborn child, to recover from certain personal illnesses, or to care for an ill family member, in accordance with the following provisions:

1. For purposes of determining the "twelve (12) month period" in which an eligible employee is entitled to twelve (12) weeks of leave, said twelve-month period shall be a "rolling" twelve-month measured backward from the date an employee uses any leave under Family Medical Leave, except that such leave shall not extend back before an employee's effective date of leave.
2. An employee who takes leave under Family Medical Leave and who wishes to continue participating in group insurance programs must state such intention along with his/her written request for leave of absence. Such employee may continue to participate in the Board's Insurance Program(s) and, upon expiration of the Family Medical Leave, the employee may continue insurance coverage. Premium payments in either circumstance shall be made in accordance with one of the provisions of 825.210(c), items (1) through (5), of the Family Medical Leave Act of 1993 as outlined below:
 - a) Payment would be due at the same time as it would be made by payroll deductions;
 - b) Payment would be due on the same schedule as payments are made under COBRA;
 - c) Payment would be prepaid pursuant to a cafeteria plan at the employee's option;
 - d) The employer's existing rules for payment by employees on "leave without pay" would be followed, provided that such rules do not require pre-payment (i.e., except as is now required for each month's prior payment of

premiums that will become due during a period of Family Medical Act Leave); or

- e) Another system voluntarily agreed to between the employer and employee, which may include pre-payment of premiums (e.g., through increased payroll deductions when the need for the FMLA Leave is foreseeable.)
 - i. An employee on leave under Family Medical Leave due to his/her own serious health condition which made the employee unable to perform his/her duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.
 - ii. An employee on leave under Family Medical Leave shall, at not less than 14-day intervals, report to the Personnel Office the employee's status and intent to return to work.
 - iii. Upon expiration of Family Medical Leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, he/she will be assigned to a similar position. An employee who does not return to work upon expiration of Family Medical Leave shall have his/her employment terminated, unless said employee has other approved leave, or is deemed to be disabled according to S.T.R.S. rules.
 - iv. All sick leave used for pregnancy and/or recovery from childbirth, all maternity and/or child care leave used, and all other sick leave taken in the "rolling year" may be counted against the amount of leave under Family Medical Leave the employee is entitled to receive, but such provision shall not be construed as to diminish the full benefits of any contractual provisions within the Negotiated Agreement or to change the availability of other unpaid leave provisions within the Agreement.
 - v. The form used for certification of Family Medical Leave shall be the Department of labor Optional Form WH-380 (dated June, 1993).

B. Any questions concerning the Family Medical Leave not covered in this section of the *Negotiated Agreement* shall be governed by provisions in the relevant sections of the *Family Medical Leave Act of 1993* as amended.

Provisions of this section superseded by amendments to the Family Medical Leave Act of 1993 may be the subject of negotiations by the parties.

ARTICLE 41 - COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in its agreement, including any subject or matter which could have been collectively bargained but which was not included in this agreement.

Both entities agree the Eaton Board of Education shall not be required to bargain on subjects reserved to the management and direction of governmental units within this contract and .R.C. 4117 except as board action affects wages, hours, terms, and conditions of employment, and the continuation, modification or deletion of an existing provision of this collective bargaining agreement not specifically reserved for said Board of Education.

SIGNATURE PAGE

This Contract is executed by the parties on this 10th day of August, 2020

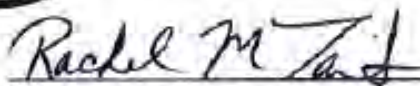
EATON COMMUNITY SCHOOL
DISTRICT



President of the Board



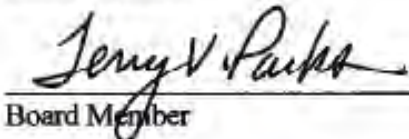
Superintendent



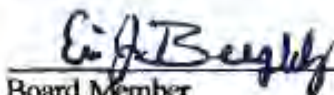
Treasurer



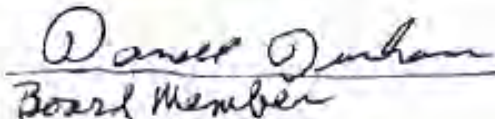
Board Member



Board Member

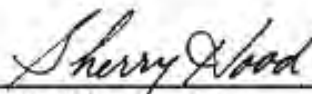


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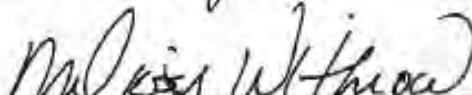


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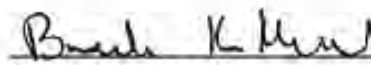
EATON SCHOOL SUPPORT PERSONNEL



President of the Association



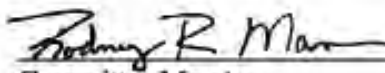
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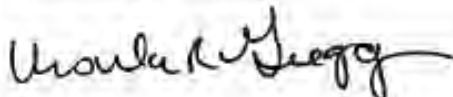
Committee Member



Committee Member



Committee Member



ADDENDUM A - CLASSIFIED SALARY SCHEDULES

2020-2021

0.45

	1	2	3	9	14	20	23
BUS DRIVERS	\$20.75	\$21.29	\$21.79	\$22.30	\$22.78	\$23.26	\$23.74
CAFETERIA	\$14.92	\$15.63	\$16.24	\$16.90	\$17.54	\$18.02	\$18.50
CUSTODIAN	\$17.64	\$18.30	\$18.95	\$19.69	\$20.21	\$20.72	\$21.22
HEALTH/CLERICAL AIDE	\$16.30	\$16.96	\$17.55	\$18.23	\$18.85	\$19.32	\$19.80
HEARING INTERPRETER	\$18.86	\$19.55	\$20.28	\$21.04	\$21.82	\$22.64	\$23.45
LIBRARY/SPECIAL ED AIDES	\$15.62	\$16.24	\$16.87	\$17.50	\$18.17	\$18.62	\$19.07
LPN	\$21.76	\$22.54	\$23.26	\$24.01	\$24.77	\$25.23	\$25.69
MAINTENANCE	\$19.89	\$20.49	\$21.69	\$22.14	\$22.85	\$23.33	\$23.82
MECHANIC	\$21.76	\$22.54	\$23.26	\$24.01	\$24.77	\$25.23	\$25.69
RN	\$23.90	\$24.68	\$25.40	\$26.15	\$26.91	\$27.37	\$27.83
SECRETARY - 9	\$17.14	\$17.87	\$18.63	\$19.38	\$20.14	\$20.60	\$21.06
SECRETARY - 10	\$17.14	\$17.87	\$18.63	\$19.38	\$20.14	\$20.60	\$21.06
SECRETARY - 12	\$17.14	\$17.87	\$18.63	\$19.38	\$20.14	\$20.60	\$21.06
STUDENT MONITOR	\$13.37	\$13.98	\$14.56	\$15.21	\$15.80	\$16.25	\$16.70
BUS DRIVER ACTIVITY RUN	\$15.01						
Night Premium	\$0.42						

ADDENDUM B - ESSPA GRIEVANCE REPORT FORM

(Complete in Triplicate: 1 copy to the grievant; 1 copy to the administration; 1 copy to ESSPA)

Name of Grievant _____ Building _____ Assignment _____

STEP I. FORMAL

Date Grievance Occurred: _____ **Date of Formal Submission:** _____

Statement of Grievance (include contract article, administrative rule, order, or Board policy violated):

Remedy Sought:

Signature of Grievant

Disposition by Administrator:

Signature of Administrator & Date

STEP II . APPEAL TO SUPERINTENDENT

Date submitted to Superintendent by or for Grievant _____

Signature of Grievant/Grievant's Representative

Date of Hearing _____

Disposition by Administrator:

Signature of Superintendent and Date

Position of Grievant: _____
 Accept Reject

Position of Association: _____
 Accept Reject

STEP III- ARBITRATION

Date submitted to arbitration _____

Signature of Association

ADDENDUM C - CALAMITY DAYS AND SCHOOL DELAYS GUIDELINES

FOR REPORTING TO WORK

	Classified employees who work less than twelve months (bus drivers, cooks, nine and ten-month secretaries, and aides).	Classified employees who work twelve months (bus mechanics, maintenance workers, custodians, and twelve-month secretaries).
First through fifth calamity days	Classified employees shall not report to work.	<p>Classified employees shall not report to work unless directed by the Superintendent/designee. Employees reporting to work during on any of the first five calamity days at the direction of the Superintendent/designee shall be compensated as follows:</p> <p>Less than one-half day of work:</p> <p>Employees shall be compensated for the number of hours worked.</p> <p>One-half day of work: Employees shall have one-half day added to accrued vacation.</p> <p>One-half day of work plus additional hours, but less than one day: Employees shall receive one-half day added to accrued vacation and shall be paid for the hours in excess of one-half day.</p> <p>One day of work: Employees shall receive one day added to accrued vacation.</p> <p>One day of work plus additional hours: Employees shall receive one day added to accrued vacation and shall be paid for the hours in excess of one day.</p> <p>A maximum of five days may be added to an employee's accrued vacation.</p>
	Classified employees who work less than twelve months (bus drivers, cooks, nine and ten-month secretaries, and aides).	Classified employees who work twelve months (bus mechanics, maintenance workers, custodians, and twelve-month secretaries).

Days 6-8 (eDays)	<p>Classified employees shall report to work. Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a personal day, • make up the day at the end of the year, or • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay.</p>	<p>Classified employees shall report to work. Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a vacation day, • request a personal day, • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay. Employees who have accrued additional vacation from working during the first five calamity days shall not lose any of those days as a result of the Superintendent's directive.</p>
After the eighth calamity day	<p>Classified employees shall not report to work unless directed by the Superintendent/designee.</p>	<p>Classified employees shall report to work. Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a vacation day, • request a personal day, • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay. Employees who have accrued additional vacation from working during the first five calamity days shall not lose any of those days as a result of the Superintendent's directive.</p>
	<p>Classified employees who work less than twelve months (bus drivers, cooks, nine and ten-month secretaries, and aides).</p>	<p>Classified employees who work twelve months (bus mechanics, maintenance workers, custodians, and twelve-month secretaries).</p>
Schools delays	<p>Classified employees shall report to work at the regularly designated time or as approved by the Superintendent/designee. Employees shall be responsible for their regular number of work hours on these days; time shall be made up at the end of the work day or employees shall be docked for time not worked. In such cases, employees shall note on their timecards that they understand that they will be docked.</p>	<p>Classified employees shall report to work at the regularly designated time, or as approved by the Superintendent/designee. Employees shall be responsible for their regular number of work hours on these days; time shall be made up at the end of the work day or employees shall be docked for time not worked. In such cases, employees shall note on their timecards that they understand that they will be docked.</p>

<p>School delay that is changed to a closing (first through fifth calamity days)</p>	<p>Classified employees shall clock out as soon as the decision to close is made and shall be paid for the time worked.</p>	<p>Classified employees shall clock out as soon as the decision to close is made unless directed to stay by the Superintendent/designee. Employees shall be paid according to the compensation schedule above for twelve-month employees working the first through fifth calamity days.</p>
<p>School delay that is changed to a closing (eDays 6-8)</p>	<p>Classified employees may stay at work, request a personal day, or be docked for the time not worked. In such cases, employees shall sign out with a note on the timecard indicating that they understand they will be docked. Employees who stay at work shall be paid at their regular hourly rates.</p>	<p>Classified employees may stay at work, request a vacation day, or be docked for the time not worked. In such cases, employees shall sign out with a note on the timecard indicating that they understand they will be docked. Employees who stay at work shall be paid at their regular hourly rates.</p>
<p>School delay that is changed to a closing (after the eighth calamity day)</p>	<p>Classified employees shall clock out as soon as the decision to close is made and shall be paid for the time worked.</p>	<p>Classified employees may stay at work, request a vacation day, or be docked for the time not worked. In such cases, employees shall sign out with a note on the timecard indicating that they understand they will be docked. Employees who stay at work shall be paid at their regular hourly rates.</p>
<p>Early dismissal</p>	<p>All classified employees shall work their normal duty day. If a classified employee specifically asks to leave early, and receives Superintendent/designee approval, the employee shall clock out and be docked accordingly. In such cases, employees shall note on their timecards that they understand they will be docked.</p>	<p>All classified employees shall work their normal duty day. If a classified employee specifically asks to leave early, and receives Superintendent/designee approval, the employee shall clock out and be docked accordingly. In such cases, employees shall note on their timecards that they understand they will be docked.</p>

ADDENDUM D - ACTION PLAN: STUDENT MEDICAL ISSUES

1. A nurse or health aide will be assigned to the high school.
 - a. The District will make reasonable efforts to find a qualified sub when the nurse or health aide is absent.
 - b. The District nurse will be accessible by cell phone to respond to district needs.
2. At the beginning of each school year, students who are medically fragile are identified by the school nurse.
3. At the beginning of each school year, the nurse will determine what health aide will be “on call” to cover a building in the event a substitute health aide or she is unable to cover the building. Call list will be based on student health needs.
4. Information is shared with administrators, health aides, secretaries, transportation department, central office, classroom teacher.
5. If health aide is going to be absent, she should contact the principal so a health aide substitute can be called.
6. In the event a health aide is absent, the building secretary will contact the school nurse.
7. If a health aide substitute is not available, the nurse will cover the building for medically fragile students.
8. In the event the school nurse is not able to cover the building, she will notify the building principal so that a health aide in another building will be assigned to cover the medically fragile students in that building per call list developed.
9. Secretaries will provide for all other medical needs of remaining students who are not medically fragile.

Procedure for Emergencies (if 911 needs to be contacted)

1. Staff member directly involved with student incident calls 911
2. Office is contacted—parents, principal, health aide, nurse are informed of the situation.
3. Central office is notified.
4. Refer to Crisis Management Plan for specific incidents.

Training Provided by the School Nurse

1. Memo to all employees regarding HIPPA and confidentiality by June.
2. Memo will be put in building level handbooks in the fall.
3. Teacher training will take place during the first week of school and ongoing.
4. Transportation Department will be trained in the fall.
5. Ideally, health aides will be trained during the teacher work day. If not possible, training will occur first week of school.

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