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CONTRACT BETWEEN

CONNEAUT AREA CITY SCHOOLS

BOARD OF EDUCATION

AND

CONNEAUT CLASSIFIED

EMPLOYEES ASSOCIATION

JULY 1, 2020 - JUNE 30, 2021

**CONTRACT BETWEEN
THE CONNEAUT AREA CITY SCHOOLS BOARD OF EDUCATION
AND
THE CONNEAUT CLASSIFIED EMPLOYEES ASSOCIATION
2020 – 2021**

TABLE OF CONTENTS

	PAGE
ARTICLE 1. RECOGNITION	3
ARTICLE 2. NEGOTIATIONS PROCEDURE	5
ARTICLE 3. GRIEVANCE PROCEDURE	7
ARTICLE 4. UNION RIGHTS	11
ARTICLE 5. EMPLOYEE RIGHTS	14
ARTICLE 6. PERSONNEL FILES	14
ARTICLE 7. DISCIPLINE AND DISCHARGE	16
ARTICLE 8. EMPLOYEE EVALUATION	19
ARTICLE 9. COMPLAINTS.....	20
ARTICLE 10. SENIORITY	21
ARTICLE 11. REDUCTION IN FORCE.....	23
ARTICLE 12. VACANCY AND POSTING.....	26
ARTICLE 13. WORK YEAR, WORK WEEK, WORKDAY, HOURS, CLASSIFICATION VARIATIONS	29
ARTICLE 14. HEALTH AND SAFETY	41
ARTICLE 15. GENERAL WORKING CONDITIONS	41
ARTICLE 16. LEAVES OF ABSENCE.....	45
ARTICLE 17. HOLIDAYS.....	56
ARTICLE 18. VACATIONS	57
ARTICLE 19. INSURANCES.....	58
ARTICLE 20. RETIREMENT/SEVERANCE.....	66
ARTICLE 21. SERS PICKUP	68

ARTICLE 22.	COMPENSATION	69
ARTICLE 23.	PAYROLL PROCEDURES.....	69
ARTICLE 24.	RANDOM DRUG AND ALCOHOL TESTING FOR CDL HOLDERS	72
ARTICLE 25.	MANAGEMENT RIGHTS	74
ARTICLE 26.	FORM, EFFECT, AND DURATION	78
AP PENDIX A-1	SALARY SCHEDULE – JULY 1, 2020 – CAFETERIA	76
APPENDIX A-2	SALARY SCHEDULE - JULY 1, 2020 - ADMINISTRATIVE ASSISTANT	77
APPENDIX A-3	SALARY SCHEDULE – JULY 1, 2020 – CUSTODIAL.....	78
APPENDIX A-4	SALARY SCHEDULE – JULY 1, 2020 – MAINTENANCE	79
APPENDIX A-5	SALARY SCHEDULE – JULY 1, 2020 – PARAPROFESSIONAL	80
APPENDIX A-6	SALARY SCHEDULE – JULY 1, 2020 – TRANSPORTATION	81
APPENDIX B	GRIEVANCE FORMS	82
APPENDIX C	APPLICATION FOR SICK LEAVE	84
APPENDIX D	PERSONAL LEAVE REQUEST	85
APPENDIX E-1	SICK LEAVE BANK REQUEST FORM.....	86
APPENDIX E-2	SICK LEAVE BANK COMMITTEE FORM.....	87
APPENDIX E-3	SICK LEAVE BANK DONATION FORM	88
APPENDIX F	CLASSIFIED EMPLOYEE EVALUATION FORM.....	89
APPENDIX G	LAST CHANCE AGREEMENT	91

ARTICLE 1. RECOGNITION

1.1 BARGAINING UNIT

- 1.1.1 The Conneaut Area City School District Board of Education, hereinafter referred to as "the Employer" or "the Board," recognizes the Conneaut Classified Employees Association (CCEA), an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as "the Association," as the sole and exclusive bargaining representative for all the employees employed in the bargaining unit defined in subsection B of this Section and certified by the State Employment Relations Board in Case No. 89-REP-05-0115.
- 1.1.2 The bargaining unit includes all full-time and regular short hour employees in the following positions or classifications which are regularly assigned to work a schedule: custodians, maintenance personnel, bus mechanics, transportation personnel, administrative assistants, cafeteria personnel, and paraprofessionals.
- 1.1.3 Excluded from the bargaining unit shall be supervisory, management level and confidential employees as defined in O.R.C. Section 4117.01, including, but not limited to, Building and Grounds Supervisor, Cafeteria Manager, Transportation Supervisor, Technology Director, Technology Specialist, Account Specialist, Payroll Specialist, and Secretary to Superintendent.¹

1.2 BARGAINING UNIT MEMBERS

- 1.2.1 Newly created positions, except those specifically excluded by Section 1.1.3 of this Article or those included within another recognized bargaining unit, may be included within the bargaining unit if such inclusion is agreed upon between the Association and the Board.
- 1.2.2 All disputes arising under this Article may be submitted to the grievance and arbitration procedures of this Agreement.

1.3 BARGAINING UNIT WORK

Work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work for the duration of this agreement.

Bargaining unit work shall only be performed by bargaining unit members.

1.4 ASSOCIATION MEMBERSHIP

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be

continuous thereafter for each subsequent membership year unless the individual cancels their membership.

1.5 MEMBERSHIP CANCELLATION

Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 22 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

1.6 CONTINUING RECOGNITION

The Employer's recognition of CCEA/OEA/NEA as provided in Section 1.1.1 of this Article shall continue unless and until such recognition is validly withdrawn consistent with O.R.C. Chapter 4117.

1.7 SUBCONTRACTING

The Board will not subcontract work regularly performed by bargaining unit employees that causes the layoff of bargaining unit employees or the loss of a bargaining unit position due to attrition.

¹ As of July 1, 2014, the Accounting Clerk position will be excluded from the bargaining unit. Thereafter, when the Incumbent Central Office General Administrative Assistant ceases to hold that job, the position of Central Office General Administrative Assistant will be excluded from the bargaining unit.

ARTICLE 2. NEGOTIATIONS PROCEDURE

2.1 TEAM MAKE-UP AND CONDUCT

2.1.1 Bargaining Team - Bargaining shall be conducted between representatives of the Employer and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than eight (8) members in addition to its designated spokesperson, unless by mutual agreement. Each party represented in the procedure shall determine its own representatives without interference from the other party. While no final agreement shall be executed without ratification by the Association and adoption by the Employer, the negotiating teams will have the full authority to make proposals, consider proposals, and to bargain on behalf of their respective party.

2.1.2 Bargaining Sessions - All bargaining sessions shall be conducted in private.

2.2 INITIATING THE BARGAINING PROCEDURE

Negotiations for a successor agreement may be initiated by notice from one party to the other of an intent to negotiate a successor agreement. Such notice shall be given no later than sixty (60) days prior to the expiration date of this Agreement.

Upon receipt of the letter to initiate negotiations, the receiving party shall respond within five (5) calendar days, acknowledging receipt of the letter to initiate the bargaining procedure and naming the representative to contact concerning arrangements for establishing the initial bargaining session.

2.3 BARGAINING SESSIONS

2.3.1 The initial bargaining session shall be arranged within fourteen (14) calendar days of the date of receipt of the letter to initiate negotiations. The initial bargaining session shall be held no later than sixty (60) days prior to the expiration of this Agreement or two (2) weeks after receipt of notice--whichever comes later--unless the parties otherwise mutually agree.

2.3.2 All proposals shall be presented at the initial bargaining session. No items shall be added unless mutually agreed to by both parties.

2.3.3 The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session.

2.4 CAUCUS

Either bargaining team may call for a caucus during a bargaining session.

2.5 EXCHANGE OF INFORMATION

The Employer and the Association agree to provide the other, upon request, pertinent information to areas that may be discussed during the bargaining period.

2.6 TENTATIVE AGREEMENT

2.6.1 As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson of each team. This shall denote tentative agreement only.

2.6.2 All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of issues for ratification by the Association and the Employer.

2.7 AGREEMENT

When an agreement is reached on all issues in negotiations, such agreement shall be reduced to writing and signed or initialed by the representatives of both the Employer and the Association. Such Agreement will then be submitted to the Association, then the Board for ratification and adoption.

2.8 SUCCESSOR CONTRACT BARGAINING IMPASSE

The following alternate dispute settlement procedure shall replace and supersede the dispute resolution procedures contained in Chapter 4117 of the Ohio Revised Code in the negotiations for a successor Contract. In the event agreement is not reached within forty-five (45) days of the expiration of the contract, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until agreement is reached, whichever occurs sooner. At the expiration of such period, the Association shall have the right to strike in accordance with Chapter 4117.

2.9 SEVERABILITY PROVISION

This Contract supersedes and prevails over all laws pertaining to wages, hours and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Ohio Revised Code. Where the parties have agreed to provisions containing procedures, rights or obligations with respect to any subject of bargaining (e.g., sick leave) the parties intend those provisions to supersede all laws pertaining to that subject including any specifications of those laws that have not been specifically addressed by this Agreement. In the event a court of competent jurisdiction or the State Employment Relations Board determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of this Contract shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact.

2.10 NEWS RELEASES

News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to when and the content of the release. If impasse is declared, either party may unilaterally issue releases.

2.11 Bargaining for a successor agreement shall begin no later than March 1, 2021.

ARTICLE 3. GRIEVANCE PROCEDURE

3.1 PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

3.2 DEFINITIONS

3.2.1 A grievance is the assertion by an employee or group of employees or the Association that there is a violation or misapplication of this Agreement.

3.2.2 "Class action grievance" shall be a grievance that affects more than one (1) employee in the bargaining unit.

3.2.3 "Grievant" shall mean the Association or employee(s) initiating a grievance.

3.2.4 "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

3.2.5 "Day" shall mean working days of the party who must act unless otherwise indicated. Thus, weekend days, holidays, and vacation days are excluded where applicable (e.g., work days of grievant for filing and appealing; workdays of management for responding).

3.3 RIGHTS OF THE GRIEVANT AND THE UNION

3.3.1 The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association has the right to be present at all grievances.

3.3.2 All employees have the right to present grievances at the informal level of this procedure and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of

this Agreement and as long as the Association has the opportunity to be present at the adjustment.

- 3.3.3 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to grievants.
- 3.3.4 The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 3.3.5 The Association shall receive copies of all communications in the processing of grievances. The Employer and the administration will cooperate with the Association in the investigation of any grievance; and further, will allow access or furnish to the Association, upon request, such documents as are available for the processing of the grievance.

3.4 TIME LIMITS

- 3.4.1 The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- 3.4.2 A written grievance will be filed within twenty-five (25) days of the act or the grievant's awareness of the act on which the grievance is based.
- 3.4.3 Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- 3.4.4 Failure of the Employer to comply with the timelines shall automatically advance the grievance to the next step.

3.5 GRIEVANCE PROCEDURE

- 3.5.1 Informal Step - When an employee becomes aware of an act on which a grievance may be based, the employee and the Association representative may discuss the grievance with the employee's immediate supervisor. If this attempt at resolution is not successful, the grievant may file a formal grievance on the prescribed form.
- 3.5.2 Step One - The appropriate supervisor shall arrange and hold a hearing within seven (7) days of receipt of the grievance. The Association and grievant may present evidence to sustain their positions.

Within seven (7) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two within seven (7) days of receipt of the Step One answer.

- 3.5.3 Step Two - Within seven (7) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within seven (7) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

- 3.5.4 Step Three (Optional Mediation) – If, after receiving the answer in Step Two, the employee remains aggrieved, the employee and/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from receipt of the answer given at Step Two. The parties agree to participate in the mediation of all issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful, or is not initiated, and the employee remains aggrieved, the employees may proceed to Step Four.

- 3.5.5 Step Four - Within fifteen (15) days of receipt of the Step Three meeting response, the Association may notify the Employer of its intent to proceed to arbitration.

3.6 SELECTION OF THE ARBITRATOR

The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. Either party may request a second list of arbitrators if the first list is unsatisfactory and a third list of arbitrators if the second list is unsatisfactory. All procedures relative to the arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

3.7 AUTHORITY OF THE ARBITRATOR

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

3.8 COSTS OF ARBITRATION

The costs for the arbitrator and the hearing room shall be shared equally by the Employer and the Association.

3.9 MISCELLANEOUS

- 3.9.1 All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by regular mail or inner school mail. The Employer shall provide the Association with copies of all communications.
- 3.9.2 Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor's office.
- 3.9.3 Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.
- 3.9.4 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 3.9.5 If grievance hearings are scheduled by the Board on work time, the grievant and an Association representative shall be permitted to attend with no loss of pay or benefits. Arbitration hearings will be scheduled on non-work time to the extent permitted by the arbitrator. The grievant, an Association representative, and employees who have been subpoenaed to testify will be permitted to attend the arbitration hearing with no loss of pay or benefits.
- 3.9.6 No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- 3.9.7 A grievance may be withdrawn by the Association at any time without prejudice. If a grievance is withdrawn after being submitted for arbitration, the Association shall pay any cancellation fee and the Board's share of the administration fee of the American Arbitration Association. If a settlement is reached after submission to arbitration, the cost of any cancellation fee shall be equally shared by the Board and the Association.
- 3.9.8 No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Agreement. If retained, they shall be filed separately from the personnel files and shall be treated as confidential material, to the extent permitted by law.
- 3.9.9 This grievance and arbitration procedure shall be the exclusive means of resolving "grievances" as defined in Section 3.02., A., of this Article. Any event or occurrence which may form the basis of a grievance shall be challenged solely through the grievance procedure. The parties agree that

neither the Conneaut Civil Service Commission nor the courts shall have the jurisdiction to consider any matter that was or could be the subject of a grievance.

Nothing in this Article shall be construed so as to deny the Board, the Association or bargaining unit members redress before a court or administrative agency for the enforcement of whatever rights or benefits which are not properly the subject of a grievance as defined herein.

ARTICLE 4. UNION RIGHTS

The following sole and exclusive rights shall be granted to the Association:

4.1 UNION BUSINESS

- 4.1.1 The Association will be granted up to ten (10) days of leave per year for Association business. This leave is to be used to allow bargaining unit members to attend conferences, workshops, and seminars sponsored by the Ohio Education Association. The Association President shall request such leave at least seven (7) days in advance through the Superintendent or his/her designee.
- 4.1.2 Duly authorized representatives of the Association may transact Association business on the Employer's property any time before or after the regular workday, or during an employee's duty-free breaks. Such business shall not interfere with the assigned duties of any employee. Such Association representatives shall report to the building office to notify the appropriate administrator when visiting work locations other than their own.
- 4.1.3 The Association may use Board-owned equipment including copier/printers, typewriters, duplicating equipment, calculators and audio-visual equipment, provided such equipment is not otherwise in use. The Association will request in writing to the Superintendent, the use of any copier/printer, prior to duplicating copies for distribution of Association literature. The Association will reimburse the Board for any expense incurred by the Board as a result of such use.
- 4.1.4 The Employer with prior notice will make available its facilities for Association meetings without charge unless such use results in overtime pay, in which case the Association may be charged actual cost of said overtime.
- 4.1.5 The Association President or a designee routinely will be provided speaking time at a Board meeting.
- 4.1.6 The Association President shall, not later than one (1) day prior to a Board meeting, be provided with the agenda, approved minutes, and other non-confidential documents given to the Board.

4.1.7 NEW BARGAINING UNIT MEMBER ORIENTATION

The District shall provide a new bargaining unit member orientation for all newly hired bargaining unit members which shall consist of an in-person orientation to be held within five (5) calendar days of the date of hire. New bargaining unit members shall be paid his/her hourly rate of pay for all time spent in an orientation that is held outside the member's contract day and/or year.

4.1.8 SCHEDULING OF ORIENTATION

The District shall provide notice to the Association president and vice-president, of the date, time, and location of all bargaining unit member orientations prior to any orientation meeting.

4.1.9 ASSOCIATION TIME

The Association shall be provided not less than thirty (30) uninterrupted minutes of time to communicate with bargaining unit members at each new bargaining unit member orientation unless otherwise agreed upon. All non-bargaining unit members shall excuse themselves during this portion of the orientation. The Association President or designee and one (1) additional representative requested by the Association to be present for this portion of the orientation and shall be released from other duties to participate without loss of pay or other benefit.

4.2 COMMUNICATION WITH EMPLOYEES

4.2.1 The Employer shall provide the Association Treasurer with the names, addresses, phone numbers, building assignments, classifications, scheduled hours, and pay rates of all current employees. Such information shall also be provided for new employees.

4.2.2 The Association shall be permitted to make announcements at staff meetings in accordance with current practice. The Association may use the public address system for Association announcements in accordance with current practice.

4.2.3 The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the employer's mail distribution systems which do not cross federal postal routes.

4.2.4 This Agreement will be printed under the direction of the Board approximately sixty (60) days after the conclusion of negotiations and after ratification by both parties. Each member of the bargaining unit shall receive a copy of this Agreement. The Association shall be supplied fifty (50) additional copies of this Agreement. The responsibility and cost of printing of the Agreement shall

be assumed by the Board. The Association shall have the responsibility of typing the Agreement.

4.3 ACCESS TO INFORMATION

The Employer shall furnish the Association with any documents related to its operation. Such information shall be provided to the Association within ten (10) calendar days of the receipt of the Association's request.

4.4 LABOR-MANAGEMENT MEETINGS

Administrative representatives agree to meet with the President and other designated representatives of the Association on a quarterly basis. The arrangements for any meetings will include an agenda of items to be discussed and minutes will be taken by the Association. The meetings will be held during off duty hours for employees. These meetings shall be limited to duration not to exceed two (2) hours.

4.5 DUES DEDUCTION

- 4.5.1 The Employer shall deduct from the employee's wages unified Association dues, assessments, fees, and political contributions, upon presentation of a written authorization from any member of the bargaining unit. All monies so deducted shall be paid promptly to the Association Treasurer.

Such deductions shall be made in eighteen (18) local installments beginning with the second pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the employee shall be obligated to pay a Fair Share Fee and the Board Treasurer shall then deduct according to Section 4.6 of this article.

- 4.5.2 Upon Termination of Membership During the Membership Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the remaining annual dues with respect to the former member. The amount of the dues remaining to be deducted shall be the annual dues less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after the termination of membership.

- 4.5.3 A list of all employees who pay dues and the applicable dues rates, shall be transmitted to the Office of the Treasurer by the Association for the purpose of determining amounts to be deducted from payroll no later than September 10 of each year.

ARTICLE 5. EMPLOYEE RIGHTS

5.1 The Board and the Association agree that they shall not allow bullying, harassment of any kind, or any other act of discrimination, based upon any of the following:

- Age
- Race
- National Origin
- Disability
- Religion
- Gender
- Gender Identity
- Gender Expression
- Sexual Orientation
- Marital Status
- Veteran Status
- Political Affiliation
- Union Membership or Activism

The Board shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

5.2 Employees shall have access to necessary materials, equipment, facilities, training and information as determined by the Building Administrator and Superintendent in order to carry out their responsibilities.

5.3 WORK RULES

The Board retains the right to promulgate reasonable work rules, policies, and directives applicable to employees and not inconsistent with this Agreement. Copies of such rules, policies, and directives shall be furnished to the Association President and affected employees prior to the effective date of such rules, policies, and directives. Affected employees may be required to sign an acknowledgment of receipt of such rules, policies, and directives.

ARTICLE 6. PERSONNEL FILES

6.1 OFFICIAL FILE

6.1.1 An official personnel file shall be maintained for all bargaining unit employees. There shall be no private personnel files. All documents concerning performance or discipline shall be signed by an administrator and the employee.

6.1.2 The employee will be given a copy of all documents relating to performance or discipline that are placed in his/her personnel file. Such documents shall be filed within fifteen (15) days, and a notation as to the date the item is placed in the file shall be attached to the document.

6.2 ACCESS TO FILE

Access to the personnel file shall be available during regular office hours to the employee and/or his/her representative upon written request by the employee to the Superintendent/designees. Access shall be provided within a reasonable time (e.g., within forty-eight (48) hours unless not practical) after submission of the request. The review of the file shall be in the presence of the Superintendent/designee. Neither the file nor any part thereof shall be removed from the office. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review.

6.3 FILE CONTENTS

The file contents shall be limited to items related to work performance, discipline, and routine financial and personnel data. No anonymous letter, report, or communication shall be included in an employee's personnel file. If an administration communication or communication received from parents and other nonprofessionals regarding an employee is intended to become part of the file, it shall be reviewed with the staff member involved, and the staff member shall be afforded the opportunity to file a written reply. No communication from another member of the bargaining unit, other than a supervisor (if countersigned by a non-bargaining unit supervisor), may be entered into the file. The employee shall initial and date each such document, other than routine financial or demographic data (e.g., change of name, address, etc.), entered into his/her file to verify its review.

6.4 REMOVAL OF DOCUMENTS

Each employee shall be provided with copies of any adverse materials within ten (10) workdays after receipt and before placement in the file. The employee shall have the opportunity to reply in writing to the adverse material within ten (10) workdays after receipt of a copy of such material, and the reply shall be placed in his/her file along with the adverse material. Upon the request of an employee, any adverse material other than those related to charges of child abuse sexual misconduct, performance evaluations, or documents or records that are required by law to be retained by the Board, shall be removed after two (2) years so long as the actions or behaviors noted in the adverse material have not recurred within the two (2) year period. The employee shall be responsible for notifying the Board of the need to remove the adverse material. In the event a file contains adverse material past the aforementioned expiration date, said material shall not be used in the evaluation, discipline or discharge of the employee.

ARTICLE 7. DISCIPLINE AND DISCHARGE

7.1 JUST CAUSE

No non-probationary employee will be disciplined, reduced in rank, hours or compensation, or discharged without just cause and without due process provided herein. Any dispute concerning disciplinary action shall be resolved through the grievance procedure.

Except for probationary employees at the end of their probationary period, no employee will be discharged for unsatisfactory performance unless the Employer can prove that the employee's performance has been deficient for a period exceeding six (6) months, during which time the employee has been given a sufficient opportunity to improve. This provision does not apply to discharge or disciplinary action for incidents of misconduct or neglect of duty which shall be subject to progressive disciplinary action as provided below.

7.2 PROGRESSIVE DISCIPLINE

- 7.2.1 Except for new employees prior to the end of their forty-five (45) day probationary period, no employee shall be discharged for unsatisfactory performance unless the Employer can show that the employee's performance has been unsatisfactory for a three (3) month period, and the employee has been given a reasonable opportunity to improve. Discharge for incidents of misconduct or neglect of duty shall be subject to the progressive discipline procedure.
- 7.2.2 The Employer agrees that the principles of progressive discipline shall be applied to all disciplinary actions. Each act of discipline shall be gauged by the severity of the offense. Progressive discipline does not preclude immediate suspension in cases of serious and/or overt actions. Such suspensions may be upgraded to dismissal if a subsequent investigation indicates such action is required.
- 7.2.3 Disciplinary actions shall be defined as warnings; reprimands (oral and written); suspensions (with or without pay); and discharge.
- 7.2.4 Disciplinary interviews and reprimands shall be made in private. For all disciplinary hearings or actions an affected employee may, if the employee deems necessary, request the presence of a representative, and when such request is made the hearing or action shall not proceed until the employee has been given a reasonable period of time to secure representation.
- 7.2.5 Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting shall be termed casual and shall not require the presence of a representative. If an employee believes such communication

is becoming disciplinary in nature, the employee has the right to request a representative be present. The conversation shall not proceed until the employee has been given a reasonable period of time to secure representation.

7.2.6 Prior to the suspension or discharge of an employee, the employee shall receive prior notice of the possible action, with such notice containing written reason or reasons for the action. Prior to the suspension or discharge, said employee shall be entitled to a hearing before the Superintendent, with association representation, for the purpose of discussing the reasons and permitting the employee to offer defense in the employee's behalf.

7.2.7 An employee and the association president and/or grievance chairperson shall be given a copy of any written warning, reprimand, or other disciplinary action entered in the employee's personnel file for the employee's signature. Further, the employee and the Association President and/or Grievance Chairperson shall receive a copy of any suspension and/or discharge notice within five days of the action. An employee who is disciplined must be disciplined within a reasonable period of time from the dates in which the events occur.

7.3 DUE PROCESS

Prior to any determination regarding disciplinary action involving reduction or loss of pay or position, the employee shall be presented in writing with the specific charges and the specific basis of those charges. Within five (5) workdays of receipt of such charges, a hearing will be held before the administrator proposing the discipline. At the hearing, or in writing, the employee and his/her representative shall have the right to rebut the charges. However, failure to present rebuttal testimony or other evidence at a pre-disciplinary hearing shall not be used against the employee. The employee and representative shall be notified of the recommendation of the pre-disciplinary hearing officer and any other administrative determination within ten (10) days.

The above procedure is for pre-determination only and the final determination shall be subject to the grievance procedure of this Agreement.

7.4 REPRESENTATION

An employee shall have the right to an Association representative at any meeting that may possibly result in disciplinary action.

7.5 PROBATIONARY PERIODS

7.5.1 Purpose - Each employee shall serve a probationary period following original appointment and each promotion. The purpose of the probationary period is to determine the employee's suitability for the position to which he/she has been appointed.

7.5.2 Length of Probation - New employees shall serve an initial probationary period of forty-five (45) consecutive work days

A current employee changing classification shall serve a probationary period of forty (40) consecutive work days.

A current employee following a change in position within the same classification shall serve a probationary period of twenty (20) consecutive work days

7.5.3 Seniority - District-wide seniority shall be awarded upon successful completion of the employee's initial probationary period. The date of seniority shall be effective retroactive to the first day worked.

Seniority within a classification shall be awarded upon successful completion of the applicable probationary period. The date of seniority shall be effective retroactive to the first day worked in the classification.

7.5.4 Computation of Days - Days worked as a substitute prior to the initial probationary period will not be counted toward an employee's initial probationary period. Leaves of absence described in Article 16 of this contract shall not be regarded as a break in the consecutive days worked. However, such leave days shall not be considered as workdays toward the number of days required by the applicable probationary period.

During the initial probationary period, an employee may bid and receive a position once within the employee's working classification, but not outside it, unless the second job does not interfere or conflict with the first.

If a bargaining unit member bids out of a position during his/her probationary period, the employee shall serve a full probationary period in the new position. Time served under a probationary period may not be carried over as a credit for time to be served for another probationary period.

7.5.5 Evaluation by Supervisor - As soon as possible following the mid-point of the applicable probationary period, the building administrator shall meet with the employee to review his/her progress in filling the new position. If there is need for improvement in performance, it shall be presented to the employee, in written form, at this time. The building administrator may collect data and information from staff members who work directly with the evaluated employee. At the end of the applicable probationary period, the administrator shall recommend to the Superintendent that: (1) the employee remain in the new position; or, (2) the employee has not met the requirements of the position and should be returned to his/her former position. Formal employee evaluations shall be accomplished through personal observation of the employee, personal observation of the employee's work, and input of the Building and Grounds Supervisor, Cafeteria Manager, School Nurse, or other supervisors and administrators.

- 7.5.6 Unsatisfactory Performance Removal - If, during a probationary period, an employee's services are found unsatisfactory, he/she may be removed at any time during the probationary period. An employee removed after a promotion or other change in classification shall be returned to his/her former position.
- 7.5.7 Employee Request to be Returned to a Former Position - Should the employee desire to return to his/her former position during the probationary period, the employee must advise the Superintendent in writing of such desire. In order to return to his/her former position, notice must be received by the Superintendent no later than the mid-point of the employee's applicable probationary period. The employee shall be returned to his/her former position at the salary and seniority levels held prior to the new assignment.
- 7.5.8 Appeal of Removal - A probationary removal of an employee shall be subject to the grievance and arbitration provisions to determine whether the removal was arbitrary or discriminatory.

ARTICLE 8. EMPLOYEE EVALUATION

8.1 PURPOSE

The purpose of a performance evaluation is to provide a method of communicating to the employee the judgment of his supervisor as to the quality of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance.

8.2 PROBATIONARY EVALUATION

All employees in probationary status will be evaluated twice during the probationary period.

8.3 EVALUATION PROCEDURES

- 8.3.1 All non-probationary bargaining unit employees should be evaluated once every two (2) years on or before his/her anniversary date of employment. The employee shall receive a letter of evaluation notice from the Office of the Superintendent, along with a copy of the evaluation form to be used. An employee who has not been evaluated during the preceding two (2) years shall be presumed to have acceptable performance. Such presumption, however, does not extend to incidents of misconduct or neglect of duty that have been dealt with through disciplinary action.
- 8.3.2 Formal employee evaluations shall be accomplished through personal observation of the employee, personal observation of the employee's work, and input of the Administrative Assistant, Cafeteria Manager, or other supervisors and administrators. Formal evaluations will be conducted by

administrators and supervisors only. Non-supervisory employees (e.g. school nurse) will not perform formal evaluations, including the preparation of evaluation reports. Any information or input from a non-supervisory employee used in any investigation or evaluation shall be documented in writing and signed by the providing employee.

- 8.3.3 When an evaluation is accomplished, the employee's performance shall be reviewed and discussed by the appropriate administrator/supervisor with the employee he/she evaluates at a conference scheduled for that purpose. The employee shall sign a copy of the evaluation as evidence that such a review was conducted and shall receive a copy. The employee may submit a rebuttal in writing which shall be attached to the evaluation in the personnel file.
- 8.3.4 The employee shall be made aware on a continuing basis, through corrective action or otherwise, of any problems or deficiencies noted during employment. The administrator/supervisor will develop with the employee specific approaches for correction of deficiencies with sufficient time for improvement prior to the next formal evaluation. The formal evaluation shall fairly reflect the current performance and improvement of the employee. If sufficient improvement is not demonstrated or if the employee requests one, an additional evaluation(s) may be completed.
- 8.3.5 Personnel Action Requirements - If the evaluator decides to recommend contract termination or any other adverse personnel action, the employee shall be given the reasons in writing at least seven (7) days prior to any official Employer action. An employee shall be entitled to Association representation at any conference held during this procedure where the employee will be advised of an impending adverse personnel action.

ARTICLE 9. COMPLAINTS

The Board and Association agree that complaints against employees are matters to be dealt with between the employee and the Administration. Therefore, any complaint received by an individual Board member toward a member of the bargaining unit shall be referred to the Superintendent.

If, in the opinion of the Superintendent, the complaint is substantial, the Superintendent shall inform the immediate supervisor of the complaint.

The immediate supervisor will meet with the employee to discuss the complaint and attempt to affect a resolution. The immediate supervisor or the employee has the right to request a meeting between the employee, the complainant and the immediate supervisor, to attempt to resolve the matter.

If no resolution is reached with the complainant at the lowest level of administration, the complainant must put the complaint in writing and sign it before advancing it to the

Superintendent's level. If the Superintendent deems it advisable, an initial or additional meeting of the parties may take place.

No notation shall be made in the employee's personnel file of complaints successfully resolved with the complainant, unless disciplinary action is taken, subject to Article 7 and the grievance procedure.

An employee may be accompanied by an Association representative at any level of the complaint procedure.

ARTICLE 10. SENIORITY

10.1 SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- 10.1.1 Accrual of district-wide seniority shall begin on the first day of employment with the district. District-wide seniority shall govern all areas of the contract other than awarding of vacant positions. Successful completion of probation is required to receive seniority.
- 10.1.2. Accrual of classification seniority shall begin on the first day of employment on any job within a classification as defined in Article XI, Section 11.1.13 and shall be used to determine the awarding of vacant positions only. Successful completion of probation is required to receive seniority.
- 10.1.3 Employees shall continue to accrue seniority while on approved leave of absence or while on layoff for up to two (2) years. Seniority shall be broken in the event an employee is awarded Permanent Total Disability by the Ohio Industrial Commission.
- 10.1.4 Non-bargaining unit employees who appeared on the seniority list prior to September 1, 1989 will retain the seniority credit they held as of that date but shall not accrue additional seniority credit while in a non-bargaining unit position. Upon return to the bargaining unit, they shall resume accrual of seniority credit.
- 10.1.5 Any employee who leaves the bargaining unit during the term of this agreement shall retain their seniority credit but shall not accrue additional seniority credit while in a non-bargaining unit position. Upon the return to the bargaining unit, they shall resume accrual of seniority credit.
- 10.1.6 Employees moving from one classification to another may hold seniority one roster back. Employees who change classification more than once must choose on which roster they wish to retain seniority. Employees entering a new classification not previously held, will go the bottom of the seniority roster for the classification being entered. Employees will hold their seniority and

will continue to accrue seniority and will be placed on that seniority level and wage scale if and when they return to the previously held classification.

10.2 EQUAL SENIORITY

- 10.2.1 A tie in seniority shall occur when two (2) or more employees commence employment in a bargaining unit position on the same day.
- 10.2.2 Ties in seniority shall be broken by lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented within five (5) working days in the presence of a designated Association representative.

10.3 LOSS OF SENIORITY

Seniority shall be broken when an employee retires or resigns; is discharged for cause; otherwise leaves the employment of the Employer; or fails to return from an approved leave of absence on the specified return date; or is absent without leave for twenty (20) or more consecutive workdays, unless the employee was mentally or physically unable to contact the Employer during the twenty (20) day absence.

10.4 POSTING OF SENIORITY LIST

- 10.4.1 The Board shall post in all buildings a seniority list within thirty (30) days of ratification of this Agreement and on November 1 of each year. Each employee new to the list (and all employees for the list posted on initial ratification) shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer in writing of any inaccuracies which affect his/her seniority. All employees may challenge any clerical errors which would affect his/her seniority status during this thirty (30) day period. The Employer shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list. No protest shall be considered after thirty (30) days of posting of the seniority list, and the list shall be considered final.
- 10.4.2 All new employees shall be added to the list in order of his/her hire date.
- 10.4.3 The names of employees on the seniority list shall appear in seniority rank order, within areas of classification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. Seniority lists shall be maintained for each of the following classifications:

Administrative Assistant/Clerical
Maintenance/Custodial
Transportation
Cafeteria
Paraprofessional

- 10.4.4 The Library Clerks seniority date shall be September 1, 1978 for the purpose of bidding into a clerical position.

ARTICLE 11. REDUCTION IN FORCE

- 11.1 In the event the Board decides to layoff employees due to lack of work, abolishment of positions, or for financial reasons.

Lack of work shall be defined as set forth in ORC 124.321. These duties shall not be assigned to administrators, bargaining unit members, supervisors, non-bargaining unit employees or subcontractors.

- 11.1.1 An employee who is laid off may displace any less senior employee within his/her classification. If there is not a less senior employee or a suitable position within the same classification, then the employee may utilize his/her displacement rights set forth in the following paragraph.
- 11.1.2 An employee may displace any less senior employee in a classification previously held by the laid off employee. If the laid off employee is unable to displace a less senior employee in a classification previously held by the laid off employee or does not hold seniority in another classification, then the employee may utilize his/her displacement rights set forth in the following paragraph.
- 11.1.3 An employee may displace any less senior employee in any classification for which the employee currently has the necessary minimum qualification, including licensure, if applicable, who is regularly scheduled to work a number of hours comparable to the hours held by the bumping employee. Comparable hours shall mean no more than thirty (30) minutes more or any amount of time less than the hours previously held by the bumping employee. Minimum qualifications must be held at the time of displacement.
- 11.1.4 Seniority, as used in this Article, shall mean district seniority as defined in Article 10.
- 11.1.5 Temporary, provisional, and substitute employees shall be laid off first. Regular employees will then be laid off in reverse order of seniority as provided in this Article.
- 11.1.6 Employees shall be recalled in reverse order of layoff. Recall notices shall be sent by certified mail to the last known address as listed in the employee's personnel file. It is the duty of the employee to notify the Superintendent of any change of address.
- 11.1.7 A laid off employee shall have ten (10) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the

Superintendent by certified mail. A failure to respond to recall in writing within ten (10) days of receipt of notice will terminate all right to recall.

- 11.1.8 Recalled employees shall return to work on the fifteenth workday after the postmarked date of the recall notice. If an employee is unable to return to work on or before the fifteenth day for health reasons, the employee must submit written certification from a physician in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee's name will be placed at the end of the recall list.
- 11.1.9 An employee who accepts recall to employment shall return to the system with the same seniority date and sick leave accumulation as the employee held on the date of layoff plus an additional pay increment if the employee completed one hundred twenty (120) work days of service in the year of layoff.
- 11.1.10 In the event a position becomes vacant in a department for which a person on the recall list holds seniority:
1. The position shall be posted for all active bargaining unit members pursuant to Article 12;
 2. Should no one from within the department bid on the position, the most senior laid off person that holds seniority within the department shall be recalled to the position;
 3. Should no one on the recall list hold seniority in the department with the vacant position, the position shall be awarded pursuant to Article 12.
- 11.1.11 An employee on layoff retains recall rights for a period of three (3) years.
- 11.1.12 Laid off employees shall be called for substitute work prior to any non-bargaining unit member.
- 11.1.13 Notification - The Board will notify the Association in writing forty-five (45) calendar days prior to the layoff and shall meet with the Association within ten (10) days of such notice to provide the Association an opportunity to discuss the reasons for and impact of the layoff. Affected employees will be notified of layoff in writing as soon as possible and at least fifteen (15) calendar days prior to the effective date of the layoff.
- 11.1.14 For purposes of this Agreement, the following classifications and classification series will be used:

CLASSIFICATION

If at any time during employment with the Board as a bus aide the individual

hired to fill the position of Bus Aide is a licensed Paraprofessional, the individual will be paid at the Paraprofessional salary schedule as set forth in the Master Agreement so long as the individual maintains his/her Paraprofessional licensure while holding the position of Bus Aide.

If the individual hired to fill the position of Bus Aide is not a licensed Paraprofessional, the individual will be paid at the Bus Aide salary schedule as set forth in the Master Agreement.

Administrative Assistant

Included in this classification are:

Central Office General Administrative Assistant, Primary, Elementary, Middle and High School Administrative Assistant, Library Clerk, General Administrative Assistant, Receptionist

Maintenance/Custodial

Included in this classification listed alphabetically are:

Custodian, Electrician, Head Custodian, and Head Maintenance, Skilled Maintenance, Unskilled Maintenance

Transportation

Included in this classification listed alphabetically are:

Bus Mechanic, Head Mechanic, School Bus Driver

Cafeteria

Included in this classification listed alphabetically are:

Food Truck Driver, Central Kitchen Cook, Satellite School Cook, Satellite School Helper

Paraprofessionals

Included in this classification listed alphabetically are:

Bus Aide, Health Aide, Paraprofessional

- 11.1.15 If an employee bumps or is recalled to a position in which he/she is unable to successfully complete the required probationary period he/she shall have the right to bump or be recalled to another position. If a bumping employee is unable to successfully complete probation in a second position, he/she shall

be considered laid off and shall retain all recall and other rights as provided by this agreement.

11.2 REDUCTION IN HOURS

- 11.2.1 If the number of hours assigned to any Nurse's Aide is to be reduced below those assigned in the prior school year, all of the Nurse's Aides will meet no later than Staff Convocation Day for the purpose of bidding on building assignments based on seniority.
- 11.2.2 If any employee's assignment is reduced by more than thirty (30) minutes for any one (1) position held by that employee, such employee shall have displacement rights as provided in paragraphs 11.1.1 through 11.1.3 of this Article. The calculation for loss of time shall be based upon the employee's hours as of September 1, 2009.

ARTICLE 12. VACANCY AND POSTING

12.1 VACANCY DEFINED

- 12.1.1 A "vacancy" shall be defined as a newly created bargaining unit position, the expansion of a position by more than 15 minutes for all departments with the exception of forty-five (45) minutes for Transportation, Paraprofessionals (one-on-one aides only), and bus aides as of July 1, 2006 or a bargaining unit position not filled due to retirement, resignation, termination or death of the incumbent which the Board intends to fill.
- 12.1.2 A "transfer" shall be defined as a voluntary or involuntary change in work location or shift without a change in classification or a voluntary change to a previously held classification.
- 12.1.3 A "temporary reassignment" shall be defined as a change in position for a period of not more than one hundred twenty (120) work days or for an indefinite period if replacing a bargaining unit employee who is absent from work.
- 12.1.4 A permanent vacancy shall be defined as one which will exist for forty-five (45) or more work days in the school year and shall be filled by a bargaining unit employee.
- 12.1.5 A "re-classification" shall be a change from a position in one classification to a position in another classification.
- 12.1.6 Written notice shall be sent to the CCEA Treasurer and the CCEA Secretary each time a position is increased by fifteen (15) minutes or more.
- 12.1.7 Seasonal employment positions shall be considered temporary positions. No seniority shall be accrued in these positions nor will benefits be received.

Seasonal employment positions shall be posted in accordance with Section 12.2 of this article and filled on a seniority basis within the classification. Salary will be posted in accordance with the position and no benefits will be received. Seasonal work positions may not be filled with a substitute unless no current bargaining unit member applies for the summer work.

12.2 POSTING

- 12.2.1 Within ten (10) days of the occurrence of a permanent vacancy, the Employer shall post a dated notice of the vacancy and send a copy of the posting to the Association President, unless the vacancy is created by an employee moving to serve in a thirty (30) day probationary period. In the latter case, the posting shall be made within five (5) working days of the satisfactory completion of the probationary period. Permanent vacancies filled by transfer will be filled within five (5) workdays at the end of the posting period. Those filled by bidding by bargaining unit employees will be filled within fifteen (15) work days of the end of the posting period and those filled by non-bargaining unit employees will be filled within thirty (30) work days. Unexpected and exceptional circumstances may require extensions of these time-lines with prior notice to the Association.
- 12.2.2 Notice of vacancy shall include position available, starting date, work site, all of the qualifications for the position which will be used for selection under Section 3 of this Article as determined by Administration, work hours, salary information and application deadline. All applications will be due at the Board office by 12:00 p.m. on the workday following the fifth workday of posting
- 12.2.3 During the summer months, copies of vacancy notices shall be emailed to the Association President and all bargaining unit members. Bargaining unit members upon written request by June 1 of each calendar year shall receive the postings via mail.
- 12.2.4. If a decision is made not to post a vacancy, the Administration shall notify the Association President within ten (10) days of the vacancy. When the Association believes there is adequate work to fill a vacant position which the Board has opted not to fill, it may present its arguments to the administration; however, the Board shall be the sole determiner of whether a vacancy exists, and of the need to post and fill any vacancy. If the administration agrees that there is adequate work to justify filling a vacancy, it will not redistribute the workload of the vacant position to other employees simply to avoid filling the position. In the event that insufficient work exists to fill a full-time vacancy, the Board may choose to shorten the work day of such position, or combine the position with another part-time position. In no case will the Board reduce any position in hours solely to avoid the offering of benefits to an employee.
- 12.2.5 Except during the posting and selection period, no permanent vacancy will be filled with a substitute

12.3 SELECTION

- 12.3.1 Vacant positions will be awarded to the most senior employee based upon classification seniority. If no one with classification seniority applies for a vacancy, it shall then be awarded to the most senior bargaining unit member who applies subject to the provisions of Section 12.3.3 below.
- 12.3.2 Any employee within a Classification shall be deemed qualified for any position within that Classification, with the exception of transportation and maintenance which may require a specialized skillset. In that case, the position will be held for the most senior applicant and the employee in that department will be administered a skills test (i.e. Atech) at the Board's expense prior to being awarded the position. Classification shall be defined as those classifications in Article 11, Section 11.1.14
- 12.3.3 Vacancies awarded to employees that do not hold classification seniority shall be awarded to the applicant with the most district-wide seniority that has the qualifications for the position at the time of the award. Any test results of applicants shall be made available to the Association president upon request.
- 12.3.4 Current employees who applied for the position and the Association President shall be notified in writing of the decision of filling the vacancy including the name of the successful bidder or applicant.
- 12.3.5 No outside applicant will receive a vacancy unless no qualified internal applicant applies.

12.4 TEMPORARY REASSIGNMENTS

- 12.4.1 Temporary reassignments will normally be within the employee's classification. Employees will not be assigned outside their classification without their consent. Temporary reassignments will be offered based on seniority. If no appropriate employee volunteers, the least senior employee who can fulfill the operational needs will be reassigned.
- 12.4.2 An employee who is temporarily reassigned to a higher paying classification shall be paid at the rate of the higher classification. To qualify for the rate of the higher classification, the employee must perform the work of the classification for a minimum of one (1) scheduled workday for the higher classification. The rate of the higher classification shall be paid for the duration of the temporary reassignment.
- 12.4.3 An employee who is temporarily reassigned gives up the right to overtime in their previous position. They are entitled to overtime in their temporary reassignment. Overtime outside the reassigned position shall follow the agreement in Article 13, Section 13.5 – OVERTIME/PREMIUM PAY. When the employee returns from temporary reassignment, they assume rights to overtime in the original position.

12.5 INVOLUNTARY TRANSFER

No involuntary transfer will be made except for operational needs or for other good reason and only after consultation with the employee. If more than one employee could be transferred consistent with operational needs, volunteers shall be sought, and if an involuntary action must occur, the least senior of such employees will be transferred.

The affected employee shall continue to receive overtime opportunities as part of the normal rotation of employees within the building from which the transferred employee came. Overtime opportunities in the transferred position shall be dealt with through the district wide overtime rotation list established at the beginning of each school year. This shall only pertain to situations where an involuntary transfer has been enacted by the administration.

12.6 VOLUNTARY TRANSFER

When a position becomes vacant or a new job is created, employees may submit to the central office a request for transfer to specific buildings, shifts, within the posting period. If a vacancy arises in any classification, the Board will first offer the position in order of seniority to the employees within the classification who have filed a request for that position. Any position vacated through this procedure will be filled in a like manner. When no employee has filed a request for a remaining vacated position, such remaining position will be posted for bids in accordance with Section 12.2 of this Article.

When a less than 11-month a year employee (cafeteria workers, bus drivers, paraprofessionals, administrative assistants) moves into an 11 or 12 month per year position (bus mechanic, maintenance, custodian), the following formula shall be applied to calculate their new vacation leave entitlement: Number of months worked per year in old position times the number of years served, divided by twelve (12).

ARTICLE 13. WORK YEAR, WORK WEEK, WORKDAY, HOURS, CLASSIFICATION VARIATIONS

13.1 WORK YEAR

13.1.1 The calendar for the succeeding school and work year shall be posted by the Board by June 1 of each year. The work calendars shall indicate, to the extent practicable, the first and last days of work for each type of employee indicated 13.1.2.

13.1.2 Employees will be classified based upon length of work year, including paid holidays, in accordance with the following categories:

13.1.2.1 At least two hundred sixty (260) day (12 month) employees

13.1.2.2 Two hundred twelve (212) day employees

13.1.2.3 One hundred ninety-five (195) day employees

13.1.2.4 One hundred eighty-six (186) day employees

13.1.2.5 Two hundred (200) day employees

13.1.3 At the option of the Board, an employee may be assigned additional days and compensated at the regular hourly rate for that employee

13.2 WORK WEEK

Employees who fail to swipe in or out, are required to obtain a signature of approval from the building administrator or immediate non-bargaining unit supervisor and submit the form to the Treasurer's office prior to the end of the pay period. Failure to receive approval will result in the loss of that time for the purposes of pay.

During Spring Break, and Christmas Break, when students are not in school, twelve-month employees will be given a choice of working their regular 5 day, 8 hour day work week or a 4 day, 10 hour day work week. This provision must be a mutual decision by all bargaining unit members in each building and their supervisor would agree upon. Overtime will be counted as anything over forty (40) hours for the week under this provision.

13.3 WORKDAY

Except for bus drivers, an employee whose work schedule calls for three (3) hours or more of consecutive work assignment shall be entitled to a ten (10) minute paid rest period within that block of time; the maximum being two (2) such rest periods in a seven and a half (7 1/2) hour day.

13.4 SALARY NOTICE

13.4.1 Employees will be issued a salary notice in the first pay of September annually indicating annual salary as calculated using the proper hourly rate, minimum of hours worked per day, the number of scheduled days, salary schedule step, number of holidays, and number of vacation days, if applicable. This annual salary will be paid equally over twenty-six (26) pays. Any employee who receives twenty-one (21) pays shall be paid in twenty-one (21) equal payments.

13.4.2 After the first three (3) weeks of a school year, variable hour employees shall be notified of their average daily hours. This average shall be used in computing salary.

13.5 OVERTIME/PREMIUM PAY

- 13.5.1 All employees shall be paid one and one-half (1 1/2) times their regular hourly rate for all time worked in excess of eight (8) hours in a day or forty (40) hours in a week. Overtime shall be offered on a seniority rotation basis first to those in the classification in the building, then in the classification outside of the building and then to other bargaining unit members who are qualified to perform the work and who have signed up on a list for call in work prior to October 1 of each year and finally to substitutes.
- 13.5.2 Employees who have accrued forty (40) hours of pay shall be paid time and one-half for hours worked on Saturday and be paid double time for hours worked on Sunday; and holidays shall be paid at double time in addition to any holiday pay due the employee.
- 13.5.3 When computing overtime, sick leave, approved leaves, holidays and calamity days shall be computed as hours worked.
- 13.5.4 No employee shall be compensated for any hours worked outside of the normal work schedule unless he/she is specifically requested to work by the responsible administrative supervisor.
- 13.5.5 A record shall be maintained as to the amount and date of overtime worked. No employee shall be forced to work overtime.

13.6 LUNCH TIME

- 13.6.1 All employees working seven (7) or more consecutive hours per day shall receive a thirty (30) minute, non-paid, duty-free lunch period. Employees may leave their work sites during their lunch period upon notice to the supervisor.
- 13.6.2 Eight (8) hour employees shall not be required to take a thirty (30) minute lunch when school is not in session if time does not permit them to do so. The employee must have the permission of their immediate non-bargaining unit supervisor. If the employee cannot contact the immediate non-bargaining unit supervisor, the employee will work their regular hours.
- 13.6.3 Administrative Assistants and Para-Professionals who have a substantial work related interruption to their lunch period will change the status of their thirty (30) minute lunch period from unpaid to paid, when mutually agreed upon by the Principal/Supervisor and the employee. In such event, the Administrative Assistant or Para-Professional will have the right to end their workday thirty (30) minutes early.

13.7 EMERGENCY CALL-IN

An employee called in to work before or after his/her regular schedule shall be paid a minimum of two (2) hours at the regular rate for that position, if such work does not abut the employee's regular schedule. Early call-in for snow removal does not constitute an emergency. In the event either situation results in exceeding the forty (40) hour week, all such hours of emergency call-in duty shall be paid at the overtime rate of one and one-half (1-1/2) times regular rate.

13.8 CALAMITY DAYS

- 13.8.1 All employees shall be paid their appropriate rate of pay for all days or parts of days missed when a school building in which they are employed is closed for instruction to students, except as set forth in 13.8.3 (calamity day).
- 13.8.2 Any employee who is specifically requested by the Administration to work on a calamity day shall be paid a minimum of one (1) hour at their regular rate of pay for hours worked in addition to calamity day compensation set forth in 13.8.1. At no point is the request considered a mandate.
- 13.8.3 When school is open for instruction to students but school building(s) is closed to occupancy by students due to an epidemic, pandemic or any other health related reason, employees shall report to work and shall be paid their regular rate of pay and shall not be paid calamity compensation pursuant to 13.8.1. The Superintendent shall determine the appropriate level of staffing.
- 13.8.4 Calamity days will be counted as time worked for purposes of computing overtime.
- 13.8.5 When due to adverse weather conditions or otherwise, the Board is required to schedule make-up days in order to complete a legal school year for all students, bargaining unit members shall not be eligible for additional compensation for working on the make-up days if they have already received pay for cancelled school days for the first three (3) make-up days. In the event there are additional make-up days for the same school year, bargaining unit members who work such days will be compensated for the time worked at their regular rate of pay.

13.9 TWO HOUR DELAY

- 13.9.1 The Board and Association agree to the following procedures to be utilized for a two (2) hour delay:
 - a. No later than 6:15 am a decision will be made to close or delay the opening of schools. This decision will be communicated via various media outlets.
 - b. When an announcement of a two (2) hour delay occurs, all bargaining unit members, excluding maintenance, 1st shift custodians, those individuals

whose normal starting time is 10:00 a.m, or later, and bus mechanics will adjust their arrival time by two (2) hours. All bargaining unit members will receive their regular, contracted number of hours of pay for the day regardless of the number of hours actually worked, unless they are asked to work past their normal adjusted ending time.

- c. Any employee with two (2) jobs in the district will report to their first job, complete their tasks and report to their second job as soon as possible.
- d. Any employee with a second job outside of the school district will be expected to make every effort to complete their job within the school district. If it is not possible for the employee to complete all or part of their duties, the employee will notify his/her immediate supervisor as soon as possible. In this event, the employee will receive their regular compensation regardless of whether or not they worked their entire shift.
- e. Should the weather continue to deteriorate, a decision to close schools will be made no later than 7:30 am and communicated to the media for dissemination. If school is then cancelled any time worked beyond the two (2) hours will be paid pursuant to 13.8.2 above.
- f. If an employee (other than custodians and any bargaining unit member scheduled to work two hundred sixty [260] days per year) arrives at work at their scheduled time as listed above, and school is canceled, the employee will receive the greater of the time actually worked or two (2) hours of pay.

13.10 CLASSIFICATION VARIATIONS

13.10.1 Custodians

13.10.1.1 Head Custodian Classification

- 13.10.1.1.1 A custodian designated to be in charge of a building shall be termed Head Custodian and receive the appropriate increment allowed for the position and assume the responsibilities of the Head Custodian. To be designated as Head Custodian, the employee must have standing of Class II Custodian and, if required by building assignment, have Class I Custodian standing. Once an employee is designated as Head Custodian, all leaves shall be paid at the rate of Head Custodian until such time as the employee is no longer Head Custodian or designated as such.

Note: Class I Custodian – custodian with boiler operator's license

Class II Custodian – custodian without boiler operator's license

13.10.1.1.2 All Head Custodians shall receive a forty-cent (40¢) per hour premium.

13.10.1.1.3 Release Time: Second shift custodians may be released from their normal duties up to one (1) hour per month to attend the Association's meeting. Second shift employees from the executive committee may be released from their normal duties up to two (2) hours per month to attend the Association's Labor/Management meetings.

13.10.1.1.4 When the Head Custodian is absent, when school is in session, the most senior employee normally assigned to that building will be offered the time first. If unavailable, then the next most senior employee shall be offered the opportunity and shall be paid the appropriate rate for that classification for all hours worked.

13.10.1.2 Head Maintenance Classification

13.10.1.2.1 A skilled maintenance employee designated to monitor buildings and grounds shall be termed Head Maintenance and receive the appropriate increment allowed for the posting and assume the responsibilities of Head Maintenance. To be designated as Head Maintenance, the employee must have standing of Skilled Maintenance. Once an employee is designated as Head Maintenance, all leaves shall be paid at the rate of Head Maintenance until the employee is no longer Head Maintenance or designated as such.

13.10.1.3 Holiday Schedules

When schools will not be in session, a shift schedule shall remain the same unless mutually agreed upon by building employees and building administration.

13.10.1.4 Shift Differentials

Custodians on second shift shall receive a 1.75% of his/her pay scale shift differential per hour from first shift.

Custodians on third shift shall receive a 2.00% of his/her pay scale shift differential per hour from first shift.

13.10.1.5 Supervision of Students

Custodians shall not be required to supervise students assigned disciplinary measures by the building administrator. Custodians may

request student help for specific OSHA and state approved student work situations.

13.10.1.6 Outside Events

The Board shall ensure proper classified employee(s) are on duty for any after-hours or weekend event involving an outside organization.

13.11 FOOD SERVICE

13.11.1 Food Preparation

When food service employees are requested to work additional hours for food preparation for banquets and outside organizations, the head cook for that building will be offered the work first. If additional employees are needed, the work will be offered on a rotation seniority basis to food service employees of that building.

13.11.2 Cafeteria Substitute Assignment

In the event a satellite school cook or the central kitchen cook is absent, the senior employee in the building cafeteria shall assume the cook's duties and receive the pay rate of the absent cook at the higher rate of pay. All other positions have move up rights within the building in which they are employed.

13.11.3 Pre-School Year Preparation

Food service employees shall work additional hours, as determined by the Cafeteria Manager, prior to school opening to prepare kitchens for the school year. This shall be in addition to the optional Staff Convocation day.

13.11.4 All food service employees working seven (7) or more consecutive hours per day shall receive a thirty (30) minute non-paid, duty-free lunch period, except where food service employees do not wish to extend their workday.

13.12 TRANSPORTATION

13.12.1 Posting of Field Trips

On the first working day of the week, all scheduled extracurricular trips shall be posted on List A:

List A All trips scheduled for the next work week and any new trips first scheduled during the current week at least twelve (12) hours in advance of departure.

All other trips shall be posted on one (1) of the following lists:

- List B All new trips scheduled for the current week and any trips first posted less than twelve (12) hours prior to departure up to six (6) hours prior to departure (i.e., late notice trips).
- List C Any trip first posted less than six (6) hours from departure without an assigned driver (i.e., emergency trips).

The list will include the destination of each trip, the approximate duration of the trip and the date/time it was posted to the list. In addition to the posted time for the trip, the approximate duration of the trip shall include fifteen (15) minutes prior to the departure time and fifteen (15) following the return time to allow for any necessary paper work, fueling and clean-up. If the driver will use a bus that has not been previously inspected/pre-tripped that day, an additional fifteen (15) minutes will be added to the duration for pre-trip inspection.

The lists will be posted continuously in a conspicuous place in the bus garage. The lists will be maintained by the Transportation Supervisor, or in the absence of the Transportation Supervisor, the Head Mechanic.

13.12.1.2 Assignment of Field Trips

Once the lists are posted, each driver in seniority rotation order can select any trip from either List A or List B as long as the driver is not scheduled for a full day of leave (personal, sick, or unpaid leave) on the day of the trip.

The driver will note the trip they have selected, or note that they choose no trip (turn down), and the date and time of the selection on the sign-up sheet. Once the driver has made a selection, the next driver, in seniority order shall make their selection and the process will continue until such time as no other trips are listed or no driver is eligible to take the remaining trips. If trips remain after this process has been completed, the trips will be offered, in seniority rotation, to the following, in order:

1. Bus mechanics, then;
2. Substitutes.

It shall be the responsibility of the drivers to regularly check the lists and sign up for trips when they are up in the rotation. If the driver is up to make a selection for more than one (1) shift, then they shall be considered having turned down their opportunity to make a selection and the rotation shall continue with the next person.

Once a driver has made a selection, the decision is final and no changes shall be made unless the selection was made out of rotation seniority order. If a driver takes a trip and then later forfeits the trip, they shall be ineligible to take a trip on either List A or List B until they have been skipped once in the rotation.

List C (emergency trips) will be offered in rotational seniority order by personal contact to the driver. The driver shall be called on the radio (if working) or will be called at up to two (2) phone numbers provided by the driver and, if unavailable, a message will be left. The driver, once called, will have fifteen (15) minutes to respond to the call or it will be assumed that it is a turn down. The individual making the call will note the time and numbers called for review by the drivers.

13.12.1.3 Trip Cancellation

If a trip is canceled prior to the driver's regular run time, he/she shall be eligible to take their regular run. In addition to retention of their regular run, the driver will have the ability to select another field trip from List A or List B prior to another driver making a selection. If more than one (1) driver is affected by a cancellation, the drivers' will select trips from List A or List B, in the order in which they made their original trip selection. Once the affected drivers have made their selection, the rotation as described above shall continue.

If a trip is canceled after the start of the driver's regular run, he/she will remain on duty at the bus garage to assist in filling in for absent drivers or other emergencies. The driver will receive their regular hours of pay or the time actually worked, whichever is greater, and will have the ability to select from List A or List B as described above.

If the driver has their trip canceled and the only available trips left on List A or List B conflict with other District work assignments or conflicts with another trip already selected, the driver will not be entitled to an additional trip.

13.12.1.4 Other Field Trip Provisions

Drivers shall be paid their regular rate of pay for all driving time on extra-curricular/field trips. Minimum driving time shall be one (1) hour of driving time to destination and one (1) hour of driving time back to storage.

Layover time shall be paid at the hourly rate of step 0 of the bus driver's salary schedule.

13.12.2 Driver Bidding Procedure

- 13.12.2.1 Routes will be described, timed to include one-half (1/2) hour pre-trip inspections, fueling and sweeping of the bus and posted prior to the annual meeting.
- 13.12.2.2 Following the above, drivers will meet with the administration to select their route for the school year according to seniority. Drivers will be paid their regular hourly rate for attendance at the route-bidding meeting.
- 13.12.2.3 The Board shall establish a uniform method of pick-up and departure of A-Tech students.

13.12.3 Care of Buses

Drivers shall be paid up to one (1) hour per week for the washing of their own bus at their regular rate of pay. A bus driver who works forty (40) hours in a week will not receive the extra hour, nor will he/she be required to wash his/her bus. Bus washes for those that are exempted shall be offered by the Transportation Supervisor to bus drivers on a rotating seniority list, and will be reported on a separate time sheet.

13.12.4 Physical Examinations

The Board agrees to pay for any required fingerprinting and annual physical examinations for an employee which is administered by a physician designated by the Board and administered as per a required form. The Board shall attempt to designate two (2) physicians as approved physicians. Any physical required as a result of illness or injury which is necessary to continuation of employment will not be paid for by the Board unless the Board chooses not to accept the results and seeks a second opinion.

13.12.5 Mechanics Overtime

In an overtime situation created by after-hours call-out or by a mechanic being sent with buses on long trips, the overtime shall be offered to mechanics on a rotation basis by seniority.

In the event the bus mechanic must replace the head mechanic, he/she shall assume the head mechanic's duties and receive the pay rate of the head mechanic at the step per years the bus mechanic currently holds.

13.12.6 Commercial Drivers Licensing

The Board will reimburse drivers for the Commercial Drivers Licensing Fee. The Board will pay the drivers their rate of pay for attendance of nine (9) classroom hours required for recertification of their CDL and one (1) hour pre-service inspection and driving performance evaluation for a total of ten (10)

hours. These hours will not include the time the driver spends "training" or "practicing" for the driving performance evaluation.

13.12.7 Out-of-District Routes

Drivers assigned to out-of-district routes (ie. Atech, St Johns, ESC/special needs whose services are not needed due to attendance of the child/children or school closing (scheduled or unscheduled) will not be paid for routes on that day. However, such drivers will be offered priority assignment for available substitute work as follows:

1. First, driver routes which have not already been filled by a substitute; however, the out-of-district driver must take the responsibility of notifying the bus sub scheduler (Head Mechanic/Assistant Mechanic) of their availability as soon as possible to facilitate a priority substitute assignment. Payment will be at the driver's regular rate.
2. Second, if no substitute driving assignment is available, the out-of-district drivers may substitute in available other classifications if qualified for the work needed. Out-of-district drivers must make efforts to notify the appropriate sub scheduler of their availability as soon as possible to facilitate a priority substitution assignment. Payment will be at the substitute rate for the position being subbed for, unless the driver is also employed in that classification.

Should neither substitution opportunity arise, or if the driver chooses not to substitute, he/she will not be paid for that day.

13.13 ADMINISTRATIVE ASSISTANTS

When the principal is not available to meet with disciplinary problem students, the administrative assistant will not be required to supervise these students in the office. The student(s) shall be returned to the classroom until such time as a building administrator is available.

13.14 ADDITIONAL DAYS

- 13.14.1 All classified personnel may attend the Staff Convocation Day Program at their own discretion. These employees shall receive a two (2) hour stipend at their current hourly rate for their attendance at the Staff Convocation Day Program unless the day is a regularly scheduled work day for which they will receive their hourly rate with no additional stipend. If the employee is requested to stay beyond the two (2) hours by their supervisor, the additional time shall be compensated at their regular rate of pay. Planning of In-Service programs shall be based on the expressed needs of the employee(s).

13.14.2 Except for twelve (12) month employees NEOEA day shall not be a contracted or paid day. A twelve (12) month employee who wishes to attend an NEOEA Day activity must request Association or other appropriate leave.

13.14.3 School Related Committees

Employees who serve on school related committees for which there is compensation shall receive compensation for the extra time worked. To receive the stipend, a committee member must attend eighty percent (80%) of the committee meetings called by the chairperson. The stipend shall be ten dollars (\$10.00) for each hour worked.

13.15 SUBSTITUTION

Opportunities for individuals to substitute for absent employees or vacant positions shall be offered, in district-wide rotational seniority order, as follows:

1. Actively employed bargaining unit members who can cover the entire shift; then,
2. Bargaining unit members currently on the recall list; then,
3. In the event that an eight (8) hour shift needs to be filled the shift will be offered to bargaining unit members to split the shift at four (4) hours each; then,
4. Non-bargaining unit members; then,
5. Actively employed bargaining unit members who can cover a minimum of one-half (1/2) the shift.

The Individual shall sign-up on the Board provided form at the time in which they want to enter the substitution list. The employee will be eligible to substitute in any department in which they are qualified to work.

Foodservice and custodial classifications shall be given move-up rights as identified in this contract, prior to offering a position for substitution.

The individual shall be considered eligible to substitute for the absent employee so long as all of the following conditions are met:

- The employee's total work week shall not exceed forty (40) hours, and;
- The substitution shall not interfere with the employee's regularly scheduled workday with the understanding that travel time may require the employee to start the substitute shift late if/when applicable, and;
- They are qualified to perform the work.

The employee shall be paid at their regular hourly rate of pay for all substitution done within the currently employed classification(s) and at step 0 for the classification when services are performed outside of their employed classification(s).

ARTICLE 14. HEALTH AND SAFETY

- 14.1 Necessary safety equipment will be supplied by the Board to all employees. Employees required to use hazardous chemicals shall have available a Material Safety Data Sheet for those chemicals.
- 14.2 There shall be no reprisals, restraints, interference, coercion or discrimination against an employee for filing a report of an unsafe or unhealthy condition to the Board or to proper legal authorities.
- 14.3 Employees shall submit health or safety concerns to their immediate supervisor. If such health and safety concerns are not resolved to the satisfaction of the employee within five (5) days of notice to the supervisor, such concerns shall be reduced to writing and submitted directly to the Superintendent. Within five (5) days of such written report, the Superintendent shall meet with the employee, the immediate supervisor and the President of the Association to resolve such safety concerns.

An employee, with no reasonable alternative, who refuses to work under unsafe or unhealthy condition that he/she reasonably believes may lead to death or serious injury, shall not be subject to disciplinary action if he reports such conditions to his immediate supervisor and the supervisor fails to correct those conditions.

- 14.4 The Board shall make available rubber or plastic gloves to all employees for safety purposes.

ARTICLE 15. GENERAL WORKING CONDITIONS

15.1 SCHOOL CLINICS

- 15.1.1 School clinics will be staffed by either a school nurse or health aide. When neither the nurse nor aide is available, other bargaining unit personnel may be required to assist in an emergency situation. Employees may be required to dispense medications only in strict compliance with Board Policy. The Board will defend and indemnify from all liability any employee who administers medication in compliance with Board Policy.
- 15.1.2 At the request of the School Nurse or Building Administrator, the Health Aide employees may work an additional day prior to school opening to prepare the school clinic for the school year. This shall be in addition to the optional Convocation Day.
- 15.1.3 No bargaining unit member will be required or requested to perform colostomies or catheterizations.

15.2 IN-SERVICE TRAINING

The Employer agrees to make available staff development, training, and in-service training as applicable with equal opportunities to all employees. The Labor-Management Committee may discuss the subject matter and method for delivering such in-service training.

The Board shall pay the expense (including fees, meals, lodging, and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advanced approval of the supervisor and Superintendent for particular purposes of job-related improvement to the school system and/or the individual participating.

15.3 PAYMENT OF MILEAGE

Employees who are required to use their personal vehicles as part of their job or who are assigned to more than one (1) building during the course of one (1) school day shall be reimbursed for mileage at the IRS allowable rate at the time the expense is incurred.

15.4 DRUG FREE WORK PLACE

15.4.1 Testing

The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:

- a. Post-offer, pre-employment testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Return to work assessment

The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

15.4.1.1 Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

15.4.1.2 Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing and presented to the employee at the time the test is requested. A reasonable suspicion test occurs based on:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use
- b. A pattern of abnormal conduct or erratic behavior
- c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test

Any observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere “hunches” are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

15.4.1.3 Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee’s scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident
- b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board’s place of employment
- c. Vehicular damage in apparent excess of \$1,000.00
- d. Non-vehicular property damage in apparent excess of \$1,000.00

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

15.4.1.4 Follow-up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in 15.4.1.5. A negative “return-to-duty

test” is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.

Any employee who is required to be tested shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

15.4.1.5 Rehabilitation Option

Any employee who tests positive for use of alcohol or drugs may elect to seek rehabilitation through an approved treatment program in lieu of termination provided the employee is otherwise eligible for continuing employment and it is his/her first positive test. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

15.4.1.6 Protocols for Drug Testing

The Board shall ensure that all drug and alcohol testing, testing limits and collection protocols shall be in compliance with applicable federal and state laws as well as SAMSHA guidelines. Any testing laboratory used shall be SAMSHA certified.

- 15.5 The Board will provide to each employee the Hepatitis B vaccination program at the cost of the Board as well as annual flu shots administered on site by the Conneaut Health Department.

15.6 Background/Licensure Reimbursement

The Board will reimburse the cost of all background and fingerprinting costs required by Federal or State law and/or Board policy. The Board will reimburse the cost of licensure renewal for each bargaining unit member who is required by Ohio law and/or Board policy to hold a license.

- 15.7 Wherever practical, custodial, maintenance, food service and transportation employees will be provided a locker or secured area to protect the employees' personal belongings.

15.8 Information Systems

At no time may anyone other than the Superintendent request a copy of any bargaining unit member's computer files, internet traffic or emails maintained on any Board owned, leased or rented server or computer. The affected bargaining unit member must be notified within seventy-two (72) hours of the request

15.9 Video Surveillance

The Union acknowledges that video cameras may be used on school buses and on school premises. All employees shall be advised of the use of video cameras.

Should a recording be viewed, it must be done in the presence of the employee and an association representative(s) if so requested by the employee. All recordings shall be under the control of a licensed administrator or supervisor.

ARTICLE 16. LEAVES OF ABSENCE

16.1 SICK LEAVE

16.1.1 Each employee shall be entitled to the number of hours equivalent to fifteen (15) days sick leave with pay each year, which shall be credited with the number of hours for each position held that equates to a rate of one and one-fourth (1-1/4) days per month.

16.1.2 The accumulation of sick leave shall be three hundred twenty (320) days.

16.1.3 An employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year to be charged against sick leave he or she subsequently earns. Such advancement must be requested in writing.

16.1.4 An employee may, at the employee's discretion, use sick leave for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to others, disability from pregnancy and child birth, and for absences due to illness, injury or death in the employee's immediate family. Sick leave may be used in one (1) hour increments, except that bus drivers may only utilize sick leave in increments equal to their morning or afternoon routes and employees scheduled for two (2) hours per day or less may only utilize sick leave for their full shift.

Such leave is limited as follows:

16.1.4.1 Maternity/paternity/adoption – 60 working days after the birth or placement of the child to a period of time prior to birth or adoption process and a period of time afterwards for recuperation or adjustment period. The length of time prior to birth and length of time

for recuperation shall be determined by the attending physician in a statement to the Board of Education, with an extension at the discretion of the Superintendent submitted with written physician certification of necessity.

- 16.1.4.2 Illness or injury in the immediate family – 60 days per year with an extension granted at the discretion of the Superintendent.

Immediate family for the purposes of this policy shall include: spouse, children, mother, father, brother, sister, in-laws, grandparents, grandchildren, and those who clearly stand in the same relationship to the employee as those specified.

Sick leave may be used in the event of the death of any relative mentioned in the paragraph above. Upon approval of the Superintendent, sick leave may be used for a period of one (1) day or less to attend the funeral of other relatives or friends.

- 16.1.5 Previously accumulated sick leave of an employee who has been separated from public service shall be placed to his/her credit upon employment by the Conneaut Area City Schools, provided that such employment takes place within ten (10) years of the last separation from public services.

- 16.1.6 The Board requires notification of sick leave use via electronic system. When an employee has used ten (10) or more sick days per position in a contract year and the frequency or duration would indicate a problem, the Employer may exercise an option to require a physician's statement concerning (a) the nature and extent of the employee's illness or disability and how the illness or disability impacts the employee's ability to perform his/her duties or (b) the name of the family member and expected duration of his/her illness. The failure to provide a required statement may result in discipline, including suspension or termination.

- 16.1.7 Falsification of a sick leave statement may be grounds for suspension or termination.

- 16.1.8 Holidays occurring during the period of absence shall not be deducted from the absent employee's accumulated sick leave days.

16.2 PERSONAL LEAVE

- 16.2.1 All employees shall be allowed three (3) personal leave days each year without loss of salary to transact personal business or attend to affairs of a personal nature which cannot be transacted outside the employee's regular work day. Employees who are hired during the school year will receive a prorated amount of personal leave for use during the employee's first school year. The employee shall make notification as far in advance as possible. Two (2) unused personal days may be carried over to the next school year

with an application made in writing by the employee before the end of the school year. An employee can only have a maximum of five (5) personal days in any given year.

- 16.2.2 Personal leave may be taken at the discretion of the employee upon the approval of the Superintendent. Personal leave may be used in one (1) hour increments, except that bus drivers may only utilize personal leave in increments equal to their morning or afternoon routes and employees scheduled for two (2) hours per day or less may only utilize personal leave for their full shift.
- 16.2.3 Advance Notice: Each member of the classified staff who wishes to be absent for personal business reasons must notify the principal or immediate supervisor of his absence. Notification, via electronic system, shall be given forty-eight (48) hours in advance of the absence, except in emergency situations.
- 16.2.4 All personal days must be approved by the Superintendent to be eligible for compensation.
- 16.2.5 Personal days shall not be deducted from employee sick leave.
- 16.2.6 Personal days shall not be refused due to unavailability of a substitute. Employees must use all three (3) paid personal days before applying for unpaid personal leave.
- 16.2.7 Each unused Personal Leave day accumulated during each prior school year shall be converted to one Sick Leave day at the end of each school year thereafter, unless the employee carries over the day as indicated above.

16.3 ASSAULT LEAVE

- 16.3.1 When a physical assault occurs on an employee, the employee has the right to defend himself/herself and/or obtain assistance.
- 16.3.2 An employee who is required to be absent due to physical disability resulting from an unprovoked assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function, shall be eligible to receive paid assault leave. Upon determination of eligibility by the Board and/or its designees, such leave may be granted for not more than one hundred eighty (180) days upon the employee's delivering to the Treasurer a signed statement on forms prescribed by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault. The employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

- 16.3.3 Full payment for assault leave, less workmen's compensation and/or unemployment compensation, shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. After seven (7) days' absence or as soon thereafter as possible, an assaulted employee shall apply for Worker's Compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.
- 16.3.4 When the employee exhausts the assault leave, he/she may use sick leave.
- 16.3.5 Where the assaulted employee becomes eligible for benefits under the State Employees Retirement System (SERS) because of any disability or because of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

16.4 COURT LEAVE

Full pay shall be granted when an employee is subpoenaed for jury duty by any Court of the United States, the State of Ohio, or any political subdivision. Full pay shall also be granted when an employee is subpoenaed as a witness for any Court of the United States, the State of Ohio, or a political subdivision in any such case other than one in which the employee is a party.

16.5 MILITARY LEAVE

Employees shall be granted leave for military service in accordance with Federal and Ohio law.

16.6 UNPAID LEAVES OF ABSENCE

16.6.1 Personal Reasons

A leave of absence may be granted for a maximum duration of one (1) year for any personal reasons.

16.6.2 Educational Reasons

Leave may be granted to a non-probationary employee for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the service by improved performance at any level or a voluntary service in any governmentally sponsored program of public benefit.

16.6.3 Leave Due to Illness or Disability, Pregnancy or Child Rearing

- 16.6.3.1 If a non-probationary employee requires a leave of absence because of illness or disability and has exhausted sick leave benefits, the request to the Board must be accompanied by a physician's statement confirming

the nature of the illness or disability, and the physician's best estimate of the period of leave which will be required. If further leave beyond the initial estimate is required, the employee must provide a further physician's statement before the expiration of the initial leave period. Such leave, which shall be granted upon request, may not extend beyond a maximum of one (1) year beyond any period of accumulated paid sick leave for an initial request. An additional one (1) year may be granted upon further certification by the employee's physician.

A non-probationary employee who becomes the parent of a new-born or adopted child shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from date of birth or the date of adoption. Upon request of the employee, the Superintendent shall grant an unpaid leave of absence not to exceed one (1) year for the purpose of child rearing.

- 16.6.3.2 Application for parental leave should be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule may be waived; however, the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

16.6.4 Status While on Unpaid Leave

Employees on unpaid leave shall not earn sick leave credits, personal leave or vacation credits and shall not receive Employer paid insurance benefits.

16.6.5 Return to Duty from Leave

Upon completion of a leave of absence, the employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification if his/her former position no longer exists or the leave extends beyond one (1) year. In order to insure this right, the leave must specify the exact date of return when possible.

16.6.6 Unauthorized Absence

- 16.6.6.1 There are three (3) immediately acceptable reasons for not reporting to work as scheduled:
- a. Absence covered by sick leave as provided in Section 16.1 of this Article
 - b. An approved personal day in accordance with Section 16.2 of this Article
 - c. Approved leave of absence

16.6.6.2 An employee may request an unpaid leave of absence for emergency or extraordinary reasons when other paid leaves are not available for use. In the event the request is denied by the administration, the employee will be provided a reason for the denial in writing.

16.6.6.3 All other absences from work are to be considered unauthorized absences. Such absences may be defined as neglect of duty and may be cause for disciplinary action.

16.7 SICK LEAVE BANK

16.7.1 Membership

16.7.1.1 A Sick Leave Bank is a voluntary program for participating CCEA members.

16.7.1.2 Only participating members may benefit from the program.

16.7.1.3 To become a participating member of the Sick Leave Bank, a bargaining unit member must donate two (2) sick days during the open enrollment period.

16.7.1.4 Each year during the month of September, each bargaining unit member may donate two (2) days per year to the Sick Leave Bank by completing a Sick Leave Donation Form and sending this form to the Conneaut Area City Schools Treasurer until three hundred (300) days are accumulated by the bank.

16.7.1.5 Donated days will be deducted from the second pay period in October.

16.7.1.6 Once a bargaining unit member donates sick leave to the bank, the donation is irrevocable. The sick leave donation shall be immediately deducted from the bargaining unit member who donated the sick leave and placed into the Sick Leave Bank.

16.7.1.7 Donated days will not count against the stipend for non-use of sick days.

16.7.1.8 Once the bank reaches three hundred (300) days, only new members to the bank will be required to contribute in order to establish membership.

16.7.2 Qualifications for Requesting Use of the Sick Leave Bank

16.7.2.1 Sick leave bank days are for employee illness only.

16.7.2.2 All sick leave, personal leave, and vacation leave (if applicable) have been exhausted.

- 16.7.2.3 The bargaining unit member has contributed to the Sick Leave Bank.
- 16.7.2.4 Sick leave bank days will be granted only in cases of absence that comply with the language of the Master Agreement for sick leave usage.
- 16.7.2.5 Sick days earned during the absence will be accrued by the employee who uses the sick leave bank.
- 16.7.2.6 Sick bank days may not be used in lieu of disability retirement.
- 16.7.2.7 Members who are receiving temporary disability payments from the Worker's Compensation Bureau are not eligible to receive sick leave bank days.
- 16.7.2.8 A member requesting sick leave bank days for a mental/emotional disability must be under the care of a licensed physician, psychiatrist, or psychologist.
- 16.7.2.9 Sick leave bank grants will end as of the last work day of the school year. Sick leave bank grants will not automatically be carried over from one school year to another.
- 16.7.2.10 No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the Sick Leave Bank.

16.7.3. Administrative Review

- 16.7.3.1 A participating member may draw on the Sick Leave Bank by making a request through the Superintendent or designee, who shall inform the CCEA President of the request.
- 16.7.3.2 The Sick Leave Bank Committee, comprised of five members of the CCEA appointed by the CCEA President, shall make the decision regarding requests. The decision of the Committee shall be made by majority vote within ten (10) working days of the request.
- 16.7.3.3 The Sick Leave Bank Committee shall notify the Treasurer's office in writing of the participant and the number of sick leave days granted within two (2) working days of the decision.
- 16.7.3.4 The decision of the Sick Leave Bank Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal. The Association agrees to indemnify and hold harmless the Board from any and all claims, grievances, actions, or litigation involving the implementation and operation of the Sick Leave Bank, except for such matters which are expressly established as the Board's responsibilities and/or duties in the Master Agreement regarding the Sick Leave Bank.

- 16.7.3.5 The minutes of each meeting of the Sick Leave Bank Committee will be provided to the Treasurer.
- 16.7.3.6 The Sick Leave Bank Committee shall take all necessary steps to insure the confidentiality of its decisions.
- 16.7.3.7 The Sick Leave Bank Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for Sick Leave Bank use.
- 16.7.3.8 In the event that a member is physically unable to make a request to use the Sick Leave Bank, a family member or agent may file the request on the member's behalf.

16.7.4. Distribution of Days from the Sick Leave Bank

- 16.7.4.1 When a bargaining unit member's request is approved, the days shall be granted up to a maximum of thirty (30) days per year. These days shall be deposited into the employee's sick leave account. All unused days shall be returned to the Sick Leave Bank.
- 16.7.4.2 At any time the Sick Leave Bank falls below seventy-five days, all members of the Sick Leave Bank shall be required to donate one (1) additional day. Anyone unwilling to contribute an additional day upon this request shall be removed from Sick Leave Bank membership.
- 16.7.4.3 Sick Leave Bank days cannot be used to extend a pregnancy leave beyond a total of thirty (30) working days, combined between personal sick leave days and Sick Leave Bank days for a normal, uncomplicated vaginal birth.

16.8 FAMILY MEDICAL LEAVE ACT (FMLA)

- 16.8.1 Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 and by the final rule published by The Department of Labor's Wage and Hour Division effective January 16, 2009.
- 16.8.2 Effective Date
This provision becomes effective on July 1, 2009.
- 16.8.3 An eligible employee may request FMLA and shall be entitled to up to twelve (12) weeks unpaid leave per contract year (i.e., July 1 to June 30).
 - a. Because of the birth of a son or daughter, and in order to care for the newborn child;

- b. Because of the placement with the employee of a son/grandson or daughter/granddaughter for adoption or foster care;
- c. In order to care for the employee's spouse, son/grandson, daughter/granddaughter and/or parent who has a serious health condition; or
- d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
- e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

In addition to the aforesaid qualifying reasons for leave, each eligible employee is entitled to, and shall be granted upon request, up to twenty-six (26) weeks of unpaid leave per contract year (i.e., July 1 to June 30) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

An "eligible" employee is one who has been employed by the Board for at least twelve (12) months and has been employed for at one thousand (1000) hours of service during the twelve (12) month period immediately preceding the commencement of FMLA leave.

For purposes of calculating the amount of FMLA leave available to an employee, a twelve (12) month period from July 1 to June 30 shall be used.

16.8.4 The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves

- a. Inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for the purposes of the section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care; or
- b. Continuing treatment by a health care provider as defined by the FMLA Final Rule 29 C.F.R. § 825.115.

16.8.5 If a husband and wife both work for the Board and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious

health condition, the husband and wife may only take a combined total of twelve (12) weeks of FMLA leave.

16.8.6 If a husband and wife both work for the Board and each wishes to take leave to care for a covered servicemember with a serious injury or illness, the husband and wife may only take a combined total of twenty-six (26) weeks of FMLA leave.

16.8.7 If FMLA leave is foreseeable, the employee shall give the Board thirty (30) days notice of the need to take the FMLA leave. The employee should make reasonable efforts to schedule treatments so as to not unduly disrupt the Board's operation. If advance notice is impossible, the employee shall give the Board as much notice as is practicable.

16.8.8 If an eligible employee is off sick for more than five (5) consecutive days and the Board has determined that the employee meets the criteria for FMLA, FMLA notification of the commencement of FMLA leave will be sent to the employee.

16.8.9 Substitution

a. Employees shall substitute any earned, accrued or donated sick, personal and vacation leave for FMLA leave. FMLA runs concurrently with all paid leaves.

16.8.10 Intermittent Leave

a. If medically necessary, employees may use their FMLA leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week.

b. An employee may have the right to request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the employee's FMLA leave schedule.

c. Only the actual time which an employee misses due to FMLA leave will be applied to the employee's twelve (12) week limit.

16.8.11 Benefits

While on FMLA leave, the Board will continue to maintain health and life insurance, with the Board paying its share of the employee's insurance premiums. If applicable, the Board will also maintain other benefits afforded to employees on approved leaves of absence (paid or unpaid) consistent with Board Policy and the terms of this agreement.

16.8.12 When an employee returns from FMLA leave, the employee shall be restored to his/her prior position or an equivalent position which has

equivalent benefits, pay and other terms and conditions of employment. However, an employee returning from FMLA leave will have no greater right to a position than if he/she had not taken the leave.

16.8.13 Certification

- a. When the leave is foreseeable and at least thirty (30) days notice has been provided, an employee shall present written certification of the need to take FMLA leave before the leave begins. In the event the need for FMLA leave is unforeseeable, the employee shall have fifteen (15) days after the employee's request for FMLA leave to present the written certification.
- b. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the Employee. The third opinion shall be final and binding.
- c. The Board can require the employee to supply re-certification to support continuing FMLA leave every thirty (30) days except such requests shall be subject to the following provisions:
 - i. If the medical certification indicates that the minimum duration of the condition is more than thirty (30) days, then the Board shall not request re-certification until such time expires;
 - ii. If the circumstances described by the previous medical certification have changed significantly, the Board may request re-certification at that time, even if prior to the thirty (30) day restriction;
 - iii. In all cases, the Board may request re-certification every six (6) months in connection with an absence.
- d. Prior to returning to work after taking FMLA leave, the employee shall present certification from a health care provider that the employee is fit to return to work.

16.8.14 Return To Work

Prior to returning to work after taking FMLA leave for the eligible member of the bargaining unit's own serious health condition, the employee shall present a fitness-for-duty certification from the employee's health care provider that the eligible member of the bargaining unit is fit to return to work.

The "fitness-for-duty" certification shall specifically address the employee's ability to perform the essential functions of the eligible member of the bargaining unit's job.

- 16.8.15 Except to the extent that specific provisions contained in this Section expressly provide to the contrary, the parties agree that the Board and employees shall comply with all provisions of the Family and Medical Leave Act (FMLA) and all applicable Federal regulations interpreting FMLA.

16.9 PROFESSIONAL LEAVE

An employee that is required to take workshops, short term classes or receive other training to become or remain licensed to perform their work or otherwise remain eligible to perform their duties shall receive paid professional leave for days in attendance at the required training. Furthermore, the employee will be reimbursed for all reasonable and necessary expenses incurred for the training. The employee will coordinate the training schedule with his/her assigned supervisor, submit a professional leave form and all receipts for reimbursement.

16.10 ATTENDANCE INCENTIVE

Employees shall receive one (1) day of pay for each continuous year of service to a maximum of five (5) days. An employee shall not forfeit this benefit for absences due to jury duty, court subpoena, absences due to death in the immediate family as defined in Article 16.1.4, Association business leave, or vacation days. An employee shall forfeit this benefit for other absences from assigned duty which will include all unpaid or paid personal leave days, sick leave days totaling more than five (5) workdays. This vacation pay shall be included in the final payroll check for the contract year.

ARTICLE 17. HOLIDAYS

- 17.1 All regular classified employees employed on a two hundred sixty (260) day basis are entitled to the following holidays for which they will be compensated for their normal work schedule at their regular rate, provided they accrue earnings on their scheduled work days immediately preceding and following the holiday or are properly excused from those days.

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Years Eve Day

- 17.2 All regular classified employees employed on less than a two hundred sixty (260) day basis are entitled to the following holidays for which they will be compensated

for their normal work schedule at their regular rate, provided they accrue earnings on their scheduled work days immediately preceding and following the holiday or are properly excused from those days.

New Years Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Labor Day	Good Friday

- 17.3 If the holiday within the employee's regular workweek falls on Saturday, the Friday immediately preceding shall be observed as the holiday. If the holiday falls on Sunday, the Monday immediately following shall be observed as the holiday.
- 17.4 Any employee required to work on the day observed as a holiday shall be entitled to pay for the time worked at one and one-half (1-1/2) times his regular rate of pay in addition to holiday compensation.
- 17.5 Holiday time will be used in computation of time worked for purposes of overtime.

ARTICLE 18. VACATIONS

- 18.1 Effective July 1, 2018, all regular two-hundred sixty (260) day employees shall be entitled to vacation with pay in accordance with the following continuous service to date of hire. This entitlement shall not be retroactive.

<u>Continuous Service</u>	<u>Vacation Days</u>
1 through 6 years	2 weeks
7 through 11 years	3 weeks
12 years through 20 years	4 weeks
21 years and more	5 weeks

However, any employee who currently has reached six (6) weeks of vacation through prior vacation schedules shall retain that same accrual level based on anniversary date.

All two hundred sixty (260) day employees accrue vacation days on the anniversary of their date of hire. Employees will be allowed to accumulate vacation days and carry one (1) year's entitlement forward to the next anniversary date. The maximum number of days carried forward to the next anniversary date will be the equivalent number of days that their years of continuous service entitle them.

- 18.2 Vacation dates shall be pre-approved by the employee's immediate non-bargaining unit supervisor. Submission and approval of the vacation usage must be done seventy-two (72) hours prior to the day(s) of vacation electronically.

18.3 USE OF ACCUMULATED VACATIONS

- 18.3.1 For 260-day employees, the annual vacation entitlement will be specified by the employer each year. For 260-day employees, vacation day(s) may be taken at any time as pre-approved in writing by the employee's immediate non-bargaining unit supervisor. Vacations requested during the time that school is "in session" shall be subject to the availability of substitutes. Multiple requests for the same day vacations will be granted in the order received. If these requests are received at the same time, the most senior employee's request will prevail.
- 18.3.2 Upon separation from employment, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two (2) years immediately preceding his separation and the prorated portion of his/her earned but unused vacation leave for the current year. Should an employee die, payment for unused but accrued leave shall be paid to the employee's estate.
- 18.3.3 Employees moving from a one hundred eighty-six (186) day position to a two hundred sixty (260) day position shall accrue vacation leave on the first day of the two hundred sixty (260) day employment. This date will become the employee's anniversary date in terms of vacation leave. When the employee moves from a less than two hundred sixty (260) position, the following formula shall be applied to calculate his/her new vacation leave entitlement: the number of months worked per year in old position times the number of years served, divided by twelve (12), will be the Continuous Service equivalent as cited in Section 12.6, second paragraph.

ARTICLE 19. INSURANCES

19.1 GENERAL PROVISIONS

19.1.1 Coverage

- 19.1.1.1 The employer shall offer to all eligible employees Dental, Group Life, Medical/Prescription Drug, and Vision plans. A summary of each benefit plan is provided in Article 19.
- 19.1.1.2 The Employer shall offer single or family coverage as requested by the employee.

19.1.2 Employer Contribution

Employer contributions to actual cost of premium for insurance coverages referenced in 19.1.1 shall be paid according to the following schedule:

1 hour to 2 hours	30%
2.01 hours to 4 hours	56%
4.01 hours to 5:59	80%
6 hours or more	94%

19.1.3 Enrollment

- 19.1.3.1 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Employer.
- 19.1.3.2 New employees may enroll within thirty (30) days of employment with the coverage becoming effective on the first day permitted by the carrier. An employee may change coverage status from single to family or vice versa at any time. An employee not enrolled who involuntarily loses coverage as outlined in 19.3 may enroll at any time for immediate coverage. Forms for changes in enrollment status shall be made available by the Employer. Claim forms for each plan shall be available from the Board.

19.2 INSURANCE PLANS

19.2.1

Medical/Prescription Drugs

SCHEDULE OF BENEFITS: 2020-2021

	In-Network	Out-of-Network
Deductible (Single/Family) Applies to Major Medical Only	\$250/\$500	\$500/\$1,000
Out-of-Pocket Maximum (Single/Family)	\$1,000/\$2000	\$2,000/\$4,000
Lifetime Maximum	Unlimited	
Deductible and coinsurance out of pocket maximum	\$1,250/\$2,500	\$2,500/\$5,000
Medical Copayment out of pocket maximum	\$4,300/8,600	None
Prescription Drug Copayment out of pocket maximum	\$1,050/\$2,100	
Physician Office Services	\$20 co-pay	* 30%
PREVENTIVE CARE WELLNESS BENEFITS		
Routine Mammogram	100%	*30%
OB/GYN Exam and Pap Test	100%	*30%
Prostate Exam and PSA Test	100%	*30%
Physical Exam	100%	*30%
Well Child Care Exams	100%	*30%
Routine Hearing Exam – 1 per calendar year	100% after \$20 co-pay	*30%
Allergy Testing	100% after \$20 co-pay	*30%

Outpatient Physical Medicine Therapies Physical Therapy – 60 visits Occupational Therapy – 20 visits Spinal Manipulation – 12 visits Speech Therapy – 20 visits	\$20 co-pay	*20%
<u>Inpatient Hospital Services</u>	90%/10%	*30%
<u>Skilled Nursing Facility</u>	180 days	
<u>Outpatient Facility Services</u>	90%/10%	*30%
<u>Inpatient and Outpatient Professional Charges</u>	90%/10%	*30%
<u>Home Health Care</u>	90%/10%	*30%
<u>Hospice Care</u>	90%/10%	*30%
<u>Lifetime Maximum for Inpatient Care</u>	180 days	
<u>Maternity Services</u>	90%/10%	*30%
Emergency Room Care	\$100 co-payment, waived if admitted	\$100 co-payment, waived if admitted
Non-emergency care not covered		
Urgent Care	\$20 co-payment	\$35 co-payment
<u>Mental Health</u>		
Inpatient Mental Health	90%/10%	*30%
Outpatient Mental Health	\$20 co-payment	*30%
<u>Substance Abuse Services</u>		
Inpatient Services	90%/10%	*30%
Outpatient Services	\$20 co-payment	*30%
Human Organ and Tissue Transplants (Up to Lifetime Maximum of \$2 million)	90%/10%	*30%
Medical Supplies, Equipment and Appliances	90%/10%	*30%

* Subject to deductible

<p>Prescription Drugs</p> <p>Days Supply: (Days Supply may be less than the amount shown, due to Prior Authorization, Quantity Limits and/or age limits and Utilization Guidelines)</p>	
Retail Pharmacies – Generic	
30 Day Supply	
Retail Pharmacies – Preferred Brand	
30 Day Supply	\$5 co-pay
Retail Pharmacies – Non Preferred Brand	
30 Day Supply	\$15 co-pay
Mail Order – Generic	
90 Day Supply	\$10 co-pay
Mail Order – Preferred Brand	
90 Day Supply	\$25 co-pay
Mail Order – Non Preferred Brand	
90 Day Supply	
<p>A maintenance drug, at a specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at the retail price noted above. When a maintenance drug is filled at a network pharmacy the fourth (4th) time in a calendar year, the patient will be charged two (2) times the retail co-pay for the thirty (30) day supply. This provision shall not apply to drugs unavailable by mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restrictions or special handling requirements.</p>	

19.2.2 Dental Coverage

DENTAL EXPENSE COVERAGE

Annual Deductible	\$25.00 Per Person \$50.00 Per Family
Benefit Percentage - After Deductible	
Diagnostic, Preventative	100%
Basic Restorative	80%
Oral Surgery	80%
Major Restorative, Prosthodontics	60%
Orthodontics	60%
Annual Maximum	\$1,500.00 Per Person
Other Maximums	
Orthodontics \$1,000.00	Per Person Per Lifetime
Eligible dependents covered to age	19 years (23 years if full-time student)

DENTAL SERVICES:

Diagnostic and Preventative

Oral exams and Cleaning
Fluoride Treatment
Emergency pain treatment
Space maintainers
Diagnostic x-rays

Basic Restorative

Fillings--Amalgam, Silicate, Acrylic
Root Canal Therapy, Endodontia
Treatment of Gum Disease
Repair of Bridgework and Dentures
Extractions

Orthodontia

Full Banded Orthodontia Treatment
Appliance for Tooth Guidance
Retention Appliances - Not in connection with full banded treatment

Major Restorative

Inlays, Onlays, Gold Filings, Crowns
Initial installation of Fixed Bridgework

Installation of Partial or Full Dentures
Replacement of Existing Bridgework or Dentures

Oral Surgery

Impacted Teeth Extractions
General Anesthesia (medically necessary)
Oral Surgical Procedures

19.2.3 Vision Expense Coverage

EFFECTIVE 9/1/16

Anthem Blue Vision Plan Benefits

	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>Routine eye exam</u> One every 12 months	\$10 copay	\$42 allowance
<u>Eyeglass frames</u> Once every 24 months	\$130 allowance, then 20% off of remaining balance	\$50 allowance
<u>Eyeglass Lenses (Standard)</u> Once every 12 months you may receive any one of the following lens options:		
* Standard plastic single vision lens (1 pair)	\$20 copay	\$40 allowance
* Standard plastic bifocal lenses (1 pair)	\$20 copay	\$60 allowance
* Standard plastic trifocal lenses (1 pair)	\$20 copay	\$80 allowance
<u>Eyeglass lens enhancements</u>		
* Tansitions© lenses (for a child under age 19)	\$0 copay	No allowance on lens enhancements when obtained out-of-network
* Standard polycarbonate (for a child under age 19)	\$0 copay	
* Factory Scratch Coating	\$0 copay	
<u>Contact lenses</u> Once every 12 months Replaces eyeglass lens coverage		
* Elective conventional lenses; or	\$175 allowance then 15% off any remaining balance	\$175 allowance

•	Elective disposable lenses; or	\$175 allowance	\$175 allowance
•	Non-elective contact lenses	Covered in full	\$210 allowance

19.2.4 Life Insurance

The Board will pay all costs to continue the present group life insurance program with \$40,000 benefit effective January 1, 2010 in accordance with Section F of Board Regulation 4235-a. Employees shall be permitted to purchase additional group life insurance at their own cost.

19.3 INSURANCE WAIVER

All employees whose assigned positions are six (6) hours or more, and who relinquish in writing the right to receive all of the available insurance coverages (excluding life insurance) at the beginning of each plan year, will be entitled to receive the following waiver stipend at the end of the plan year:

\$2,400 for employees who relinquish family coverage; or

\$1,000 for employees who relinquish single coverage

Payment will be made on the first pay period following completion of each plan year. An employee may rescind this waiver during the plan year if he/she has a change in family status that would permit such rescission under the applicable rules of Section 125 of the Internal Revenue Code and its regulations. Upon such rescission, coverage of the employee and his/her dependents under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. An employee who rescinds his/her waiver will receive no payment for the plan year in which the rescission occurred.

19.4 An insurance committee will be formed to review, discuss and provide input to the Board regarding health care insurance issues. The parties agree that this committee will meet as soon as practicable after the execution of this Agreement to review the insurance plans of the district and carry out the mission of the insurance committee.

19.5 In the event that a husband and wife are both employed by the Board, family health insurance (i.e., all insurance except life insurance) will be provided to only one of the employees. The spouses will elect which spouse will enroll for the family coverage to avoid duplication of coverage, the other spouse will not be eligible for the insurance stipend.

ARTICLE 20. RETIREMENT/SEVERANCE

- 20.1 Upon retirement, an employee is eligible to receive payment for twenty-five percent (25%) of unused accumulated sick leave not to exceed the equivalent of seventy (70) days at the then-current regularly scheduled hours.
- 20.2 Payment shall be at the employee's rate of pay for normal hours worked at the time of retirement.
- 20.3 Severance pay may be applied for and received only once.
- 20.4 Acceptance by SERS at the time of retirement is required.
- 20.5 SEVERANCE PAYMENTS

20.5.1 Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Article 20.1 (collectively referred to herein as "Severance Pay") shall be paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all eligible employees whose retirement effective dates are after the effective date of this Agreement.

20.5.1.1 The terms of the 403(b) Plan shall include the following:

- a. Participation in the 403(b) Plan shall be mandatory for any employee actively employed on or after July 1, 2006, a) who would be entitled to Severance Pay, b) who is or will be age 55 or older in the calendar year in which the employee retires, and c) who is entitled to receive at least One Thousand Dollars (\$1,000.00) of Severance Pay.
- b. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay. The required contribution to the 403(b) Plan shall be made within thirty (30) days of the employee's retirement, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b)

Plan on the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the 403(b) Plan, on the first payroll in January of the following four (4) calendar years, in each such year up to but not to exceed the maximum permitted under the applicable federal income tax law for each year.

- c. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the member.
- d. If an employee retires, who is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the beneficiary designated by the employee under the 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased employee's estate.
- e. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2006.
- f. Any and all administrative fees and expenses related to an employee's participation in the 403(b) Plan will be the sole responsibility of the retiring employee. The CCEA agrees to indemnify and hold harmless the Board, together with its administrators, staff and employees from any and all claims, causes of action, litigation and/or grievances arising from the implementation and operation of the 403(b) Plan, except for matters directly related to the Board's failure to perform the duties and obligations which are expressly required of the Board under the provisions of Section 20.5 of this Agreement.

20.5.1.2 If an employee is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that employee will continue to be eligible for any and all severance payments payable in accordance with Article 20.1 payable by check within thirty (30) days of the employee's official retirement date. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law.

20.5.1.3 All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the CCEA guarantee any tax consequences or financial results to the

retiring employee associated with the 403(b) Plan, deferrals to a TSA, or check payments made to an employee.

- 20.5.2 In the event the employee is ineligible for the 403(b) Severance Pay and dies, the severance will go to the employee's estate.

ARTICLE 21. SERS PICKUP

- 21.1 Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35 and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each employees mandatory contributions to the State Employees Retirement System of Ohio (SERS), provided that no Employee's total salary is increased by such pickup nor is the Board's total contribution to SERS increased thereby.
- 21.2 The dollar amount to be designated as "picked-up" by the Board:
- 21.2.1 Shall equal the then-current percentage amount of the employee's mandatory SERS contribution;
 - 21.2.2 Shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 892-097;
 - 21.2.3 Shall be included in computing final average salary;
 - 21.2.4 Shall not be reported by the Board as subject to current federal and state income taxes;
 - 21.2.5 Shall be reported by the Board as subject to city income taxes;
 - 21.2.6 Shall not be included in the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee-authorized credit information to financial institutions.
- 21.3 Each employee in the bargaining unit shall be subject to this pick-up provision. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- 21.4 In the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board, the Treasurer and other Board employees with be held harmless by the Association and this Article of the Agreement shall become null and void.

ARTICLE 22. COMPENSATION

22.1 Effective July 1, 2020, all steps on all wage schedules shall be 0% increase.

22.2 INCREMENT AND SENIORITY CREDIT

22.2.1 Increment credit and seniority date will be allowed for aides who later become administrative assistants doing essentially the same work as previously assigned.

22.2.2 In the event the classifications are similar in duties or the employee has experience in the classification they are entering, they may receive years of experience on the salary schedule.

22.2.3 All non-certificated employees must work 120 days at the full number of hours assigned to their position prior to September in order to move to the next year of experience on the salary schedule. Moves to one-half (1/2) way between years of experience on the salary schedule will not be allowed.

22.2.4 Half (1/2) years from two consecutive years may be combined to move one (1) full year on the salary schedule.

22.3 PLACEMENT WHEN CHANGING CLASSIFICATIONS

Any employee who transfers, is subject to a temporary assignment, or re-classification to another department shall be placed upon the same 'years of experience' step in the new classification as they held in their previous classification.

ARTICLE 23. PAYROLL PROCEDURES

23.1 PAYROLL

Included in the first pay of the work year shall be a list of the dates for paydays. All employees will be required to use direct deposit for payroll purposes, and shall receive direct deposit notification via email. Bargaining unit members upon request shall receive the deposits via mail. Employees may designate up to three (3) different accounts for disbursement of funds. An employee may make changes to the account(s) for deposit no later than the Wednesday of the week prior to each payday. When a payday falls on a legal holiday, checks will be direct deposited on the last business day prior to the legal holiday.

23.2 DEDUCTIONS

Deductions shall be made for unauthorized absences, federal, state, and local taxes required by law, and the employee's share of the SERS contribution. Deductions may be made upon the request of the employee for:

IRA's or annuities
Optional Insurance
United Fund
Association Dues, assessments, and political contributions
IRC Section 403(b) Annuities, and
IRC Section 457 Plan deferrals

Tax deferred deductions for Section 403(b) Annuities and Section 457 Plans will be subject to the following:

- a) The Board shall provide access to the Internal Revenue code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts provided that the IRC Section 403(b) providers otherwise comply with the requirements of the IRC Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will among other things, obligate the provider to comply in operation with the requirements of Section 403(b) and to indemnify the Board for non-compliance with applicable law and, (ii) having at least five (5) employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School district shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.
- b) The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code and Valic 457(b) Plan.

Employee insurance premiums will be deducted evenly according to the employee's salary choice twenty-one (21) or twenty-six (26) pays.

23.3 LEAVE REPORTING

Usage and accumulation of sick and personal leave shall be reflected on each paycheck stub.

23.4 SECTION 125 PLAN ("CAFETERIA PLAN")

23.4.1 By October 1, 2005, the Board shall establish, a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in 24.4.3 and 24.4.4 below.

23.4.2 The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Subject to eligibility requirements, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted on or before September 15 of each school year and may not be revoked during the current plan year (October 1 through September 30) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Treasurer's office.

23.4.3 Dependent Care FSA

23.4.3.1 Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

23.4.3.2 The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.

23.4.3.3 No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

23.4.4 Health Care FSA

23.4.4.1 Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount allowable under IRC and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise

reimbursable by the health care plans of the Board or of another employer.

23.4.4.2 The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

23.5 FORFEITURE OF UNUSED ALLOCATIONS

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

23.6 PLAN ADMINISTRATOR

The Board shall be the administrator of the Cafeteria Plan, but shall delegate administration to a third party administrator not employed by the Board. The Board will pay the initial cost to the third party administrator to establish the FSA accounts. Each participating employee will be responsible for the payment of any other fees and costs charged by the third party administrator, including but not limited to, monthly account fees.

23.7 EMPLOYEE'S TAX RESPONSIBILITY

The option to participate in all or part of the Cafeteria Plan is exclusively the employee's choice. Accordingly, any income tax liability or consequences incurred by a participating employee as a result of the employee's choice to participate in the Cafeteria Plan or as a result of the implementation of the Cafeteria Plan shall be the responsibility of the participating employee only. Furthermore, the Association and participating employee(s) agree to indemnify and hold harmless the Board, together with its officers, employees and agents from any and all claims, matter or liability arising from the implementation of the terms of the aforementioned Cafeteria Plan.

ARTICLE 24. RANDOM DRUG AND ALCOHOL TESTING FOR CDL HOLDERS

24.1 The test will be administered by an independent laboratory which shall be accredited by the National Institute on Drug Abuse (NIDA). Testing for NIDA drugs and alcohol, as defined in Federal and state law, shall be performed by a properly trained individual. Urine samples and/or breath alcohol test records shall be handled in accordance with approved NIDA procedures to insure the confidentiality of employees and the integrity of the testing process. Testing shall follow the protocol outlined in the regulations from the Federal Department of Transportation. Refusal to submit to a random drug and alcohol test shall be considered a positive result.

24.2 The test site shall be prepared by the certified laboratory designated to collect urine samples. The collection of the urine sample shall be based on one (1) donor and (1) collector at any give time. The collector is responsible for preparing the collection room for security and privacy. The following shall be done:

1. Bluing agent added to toilet and toilet tank.
2. Rest room closed to use by persons other than donor.
3. Facilities posted against access during the collection process.
4. Authorized personnel only in collection area.
5. Access to water prevented.
6. Opportunity for donor to wash hands after collection.

After all the appropriate actions are taken to insure the validity of the collection, the qualifying employee will be released.

The testing site shall also be equipped to administer an alcohol breathalyzer test. The donor will be given the test in a location that affords visual and aural privacy. The room prepared for the breathalyzer test shall include all equipment necessary for such test.

24.3 If an employee is determined to test positive through alcohol (.04 or greater)/drug testing, the employee shall be afforded Due Process and may be subject to discipline up to and including termination under the terms of the Master Agreement, or be placed on leave.

24.3.1 As available, accrued sick leave may be used in accordance with the negotiated agreement. Benefits will continue as long as the employee has sick leave available.

24.3.2 The Board agrees to permit an Employee the right to rehabilitation in lieu of any disciplinary action when the Employee tests positive for alcohol or drugs under the random drug testing procedures or under the reasonable suspicion circumstances. Said option may only be exercised once, in lieu of being disciplined. This option shall not be available to persons testing positive for alcohol or drugs after a work-related accident involving a moving violation or fatality or for Employees who are convicted of a criminal drug or alcohol offense.

24.4 The Board will be responsible for an education component on controlled substances for affected personnel.

24.4.1 Employees shall receive materials explaining the requirements of the Omnibus Transportation Employee Testing Act of 1991.

24.4.2 Copies of this material shall be posted in the bus garage and available in the office of the bus garage.

- 24.4.3 Employees shall be required to attend a one-hour alcohol/drug education/awareness in service yearly.
- 24.4.4 Each covered employee shall sign a receipt indicating the employee's receipt of said material.
- 24.4.5 Initially, a meeting shall be scheduled after the implementation of this agreement for the qualifying employees to meet with the MRO to review the identity of substances and/or medications which can adversely affect the results of drug and alcohol testing.
- 24.5 All time spent by the employee on drug testing (both travel and testing time) shall be paid at the employee's hourly rate.
- 24.6 The Board shall pay for all alcohol and drug testing except for pre-employment.
- 24.7 A copy of the calendar year summary as required by law shall be provided to the CCEA President.

ARTICLE 25. MANAGEMENT RIGHTS

- 25.1 The Board and its administrative representatives' management rights shall include the following:

Except as the Board has agreed in this Agreement, the Board has the right to:

- 25.1.1 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 25.1.2 Direct, supervise, evaluate, or hire employees;
- 25.1.3 Maintain and improve the efficiency and effectiveness of governmental operations;
- 25.1.4 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 25.1.5 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- 25.1.6 Determine the adequacy of the work force;
- 25.1.7 Determine the overall mission of the employer as a unit of government;
- 25.1.8 Effectively manage the work force;

25.1.9 Take actions to carry out the mission of the public employer as a governmental unit.

25.2 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

ARTICLE 26. FORM, EFFECT, AND DURATION

26.1 This contract with appendices contains the entire agreement between the Parties. It shall be titled, "Contract between Conneaut Area City Schools Board of Education and Conneaut Classified Employees Association, and shall be effective from July 1, 2020 through June 30, 2021.

26.2 It is recognized that there are other Board policies and regulations that the Board may legally adopt, but this Contract shall govern if there is a conflict.

26.3 The provisions of this Contract, except as noted within, are effective as of July 1, 2020 and continue in full force and effect until June 30, 2021.

26.4 Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and made subject to and consistent with the terms of this Contract. If an individual contract contains any language inconsistent with this contract, this contract, during its duration, shall be controlling.

**APPENDIX A-1
CONNEAUT AREA CITY SCHOOLS
CAFETERIA SALARY SCHEDULE
EFFECTIVE JULY 1, 2020**

Yrs Exp	Satellite School Helper	Satellite School Cook & Food Truck	Central Kitchen Cook
0	\$12.11	\$12.35	\$12.81
1	\$12.45	\$12.71	\$13.18
2	\$12.81	\$13.11	\$13.62
3	\$13.18	\$13.49	\$13.99
4	\$13.64	\$13.91	\$14.37
5	\$14.03	\$14.32	\$14.78
6	\$14.45	\$14.73	\$15.23
7	\$14.89	\$15.17	\$15.63
8	\$15.32	\$15.58	\$16.04
9	\$15.70	\$15.99	\$16.46
10	\$16.14	\$16.39	\$16.89
13	\$16.69	\$16.98	\$17.43
16	\$17.26	\$17.53	\$17.98
18	\$17.64	\$17.87	\$18.41
20	\$17.97	\$18.25	\$18.78
25	\$18.49	\$18.82	\$19.34

**APPENDIX A-2
CONNEAUT AREA CITY SCHOOLS
ADMINISTRATIVE ASSISTANT SALARY SCHEDULE
EFFECTIVE JULY 1, 2020**

Yrs Exp	HS/MS AA	Library Clerk	ELEM/SPEC SERV AA
0	\$12.96	\$12.45	\$12.63
1	\$13.36	\$12.81	\$13.04
2	\$13.75	\$13.18	\$13.40
3	\$14.11	\$13.62	\$13.77
4	\$14.51	\$14.01	\$14.21
5	\$14.94	\$14.43	\$14.58
6	\$15.36	\$14.80	\$15.00
7	\$15.75	\$15.28	\$15.43
8	\$16.19	\$15.68	\$15.85
9	\$16.61	\$16.07	\$16.24
10	\$17.01	\$16.51	\$16.69
13	\$17.57	\$17.07	\$17.26
16	\$18.16	\$17.64	\$17.80
18	\$18.53	\$17.98	\$18.22
20	\$18.89	\$18.35	\$18.57
25	\$19.46	\$18.90	\$19.13

**APPENDIX A-3
CONNEAUT AREA CITY SCHOOLS
CUSTODIAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2020**

Custodial Class II

YRS EXP	Class II 1st	Class II 2nd *	Class II 3rd **	Class II Head***
0	\$13.66	\$13.90	\$13.93	\$14.06
1	\$14.05	\$14.29	\$14.32	\$14.45
2	\$14.45	\$14.71	\$14.74	\$14.85
3	\$14.79	\$15.06	\$15.09	\$15.19
4	\$15.25	\$15.51	\$15.56	\$15.65
5	\$15.66	\$15.93	\$15.97	\$16.06
6	\$16.05	\$16.33	\$16.37	\$16.45
7	\$16.49	\$16.78	\$16.82	\$16.89
8	\$16.91	\$17.21	\$17.26	\$17.31
9	\$17.29	\$17.58	\$17.64	\$17.69
10	\$17.70	\$18.01	\$18.05	\$18.10
13	\$18.30	\$18.62	\$18.67	\$18.70
16	\$18.87	\$19.21	\$19.25	\$19.27
18	\$19.25	\$19.58	\$19.62	\$19.65
20	\$19.60	\$19.95	\$19.99	\$20.00
25	\$20.21	\$20.55	\$20.60	\$20.61

*-Class II Custodian 2nd shift includes 1.75% per hour shift differential

** -Class II Custodian 3rd shift includes 2.0% per hour shift differential

***-Head Custodian 1st shift hourly wage includes .40 per hour differential

**APPENDIX A-4
CONNEAUT AREA CITY SCHOOLS
MAINTENANCE SALARY SCHEDULE**

EFFECTIVE JULY 1, 2020

YRS EXP	Unskilled Maintenance	Skilled Maintenance	Head Maintenance	Certified HVAC Maintenance
0	\$14.06	\$15.08	\$15.48	\$16.61
1	\$14.44	\$15.46	\$15.86	\$17.06
2	\$14.85	\$15.82	\$16.22	\$17.46
3	\$15.19	\$16.23	\$16.63	\$17.88
4	\$15.65	\$16.61	\$17.01	\$18.29
5	\$16.06	\$17.06	\$17.46	\$18.73
6	\$16.45	\$17.46	\$17.86	\$19.14
7	\$16.89	\$17.88	\$18.28	\$19.69
8	\$17.32	\$18.29	\$18.69	\$20.30
9	\$17.69	\$18.72	\$19.12	\$20.63
10	\$18.10	\$19.15	\$19.55	\$21.04
13	\$18.70	\$19.69	\$20.09	\$21.50
16	\$19.27	\$20.30	\$20.70	\$22.08
18	\$19.64	\$20.63	\$21.03	\$22.60
20	\$20.00	\$21.04	\$21.44	\$23.04
25	\$20.60	\$21.66	\$22.06	\$23.51

**APPENDIX A-5
CONNEAUT AREA CITY SCHOOLS
PARAPROFESSIONAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2020**

YRS EXP	PARAPROFESSIONAL	BUS AIDE
0	\$12.11	\$11.22
1	\$12.47	\$11.52
2	\$12.81	\$11.83
3	\$13.18	\$12.15
4	\$13.64	\$12.43
5	\$14.04	\$12.77
6	\$14.46	\$13.09
7	\$14.83	\$13.43
8	\$15.31	\$13.70
9	\$15.71	\$14.03
10	\$16.14	\$14.37
13	\$16.69	\$14.79
16	\$17.26	\$15.24
18	\$17.63	\$15.49
20	\$17.98	\$15.80
25	\$18.50	\$16.29

**APPENDIX A-6
CONNEAUT AREA CITY SCHOOLS
TRANSPORTATION SALARY SCHEDULE
EFFECTIVE JULY 1, 2020**

Yrs Exp	Bus Driver	Bus Mechanic	Head Bus Mechanic
0	\$14.13	\$14.62	\$17.44
1	\$14.50	\$14.99	\$17.81
2	\$14.91	\$15.39	\$18.24
3	\$15.32	\$15.75	\$18.58
4	\$15.70	\$16.18	\$18.99
5	\$16.14	\$16.59	\$19.41
6	\$16.53	\$17.01	\$19.84
7	\$16.98	\$17.42	\$20.24
8	\$17.34	\$17.81	\$20.68
9	\$17.76	\$18.26	\$21.04
10	\$18.22	\$18.67	\$21.50
13	\$18.75	\$19.24	\$22.08
16	\$19.34	\$19.82	\$22.60
18	\$19.67	\$20.20	\$23.04
20	\$20.06	\$20.59	\$23.51
25	\$20.70	\$21.24	\$24.18

APPENDIX B

GRIEVANCE # _____

**CONNEAUT AREA CITY SCHOOLS
CONNEAUT CLASSIFIED EDUCATION ASSOCIATION
FORMAL GRIEVANCE PRESENTATION**

Type or Print

(A single copy of which will be submitted to the appropriate supervisor by the aggrieved who will retain three copies for himself/herself)

Aggrieved _____ Date of Formal
Presentation _____

School _____ Supervisor _____

Section of Contract allegedly violated

(Article) (Section) (Page(s))

Classification _____

Statement of Grievance:

Action Requested:

Signature of Grievant Date

Signature of Grievance Representative Date

Signature of Grievance Chair Date

Rev. 3/93

(over)

GRIEVANT _____ GRIEVANCE # _____

DISPOSITION BY SUPERVISOR
AND REASONS THEREFORE

DATE OF LEVEL ONE MEETING _____

Disposition: _____

Reason: _____

Signature of Level One Supervisor

Date

DATE OF LEVEL TWO MEETING _____

Disposition: _____

Reason: _____

Signature of Level Two Supervisor

Date

DATE OF LEVEL THREE MEETING _____

Disposition: _____

Reason: _____

Signature of Level Three Supervisor

Date

APPENDIX C

CONNEAUT AREA CITY SCHOOLS

APPLICATION FOR SICK LEAVE FOR CLASSIFIED PERSONNEL

Employee's Name _____ Date Submitted _____

School Assigned _____ Employee Number _____

NOTE: Falsification of a sick leave statement may be grounds for suspension or termination.

The undersigned says that he/she is hereby making application for the use of sick leave as provided in Revised Code 3319.141 and that the use of such sick leave is justified for the following reasons:

1. Reason for use of leave:

- | | |
|---|---|
| A. _____ Personal Illness | D. _____ Illness/Injury in Immediate Family |
| B. _____ Personal Injury | E. _____ Death in Family |
| C. _____ Exposure to contagious disease | F. _____ Pregnancy/Birth/Adoption |

2. If A, B, C or F is checked above, was medical attention required? Yes ___ No ___

3. If "yes", please state the name and address of the physician and date(s) consulted.

Name _____ Date(s) consulted _____

Address _____

4. If D or E is checked above, please give the name, address and relationship of such members of your immediate family.

Name _____ Relationship _____

Address _____

5. I hereby request _____ HOUR(s) of sick leave for _____, 20____.
Date(s)

Signature of Employee

If disapproved, state reason:

APPENDIX D

EMPLOYEE NUMBER _____

CONNEAUT AREA CITY SCHOOLS

PERSONAL LEAVE REQUEST

CLASSIFIED PERSONNEL

Each classified employee is allowed three days of personal leave without loss of pay to transact items of personal business which cannot be conducted outside the employee's work day. Any requests for use of these days should be filed as far in advance as possible.

I hereby request _____ HOURS(s) of personal leave ()with pay ()without pay to be used on this date(s): _____ If taking part of bus route, please state AM or PM.

Employee Signature

Print Name

Date of Request

Supervisor/Date

() APPROVED

() NOT APPROVED

Date Signed

Superintendent

OFFICE USE ONLY This is the number of personal HOURS used so far, including this request:

APPENDIX E-1

CCEA SICK LEAVE BANK REQUEST FORM

Date _____

SECTION A – TO BE COMPLETED BY THE EMPLOYEE

Name _____ Employee Number _____

School to which assigned _____ Position _____

Home Address _____

Telephone: Home _____ Work _____

Accumulated to date:

- Sick Leave Days _____
- Personal Days _____

Describe the nature of your illness:

Physician's Name _____

Address _____

Phone Number _____

Employee Signature _____

RETURN THIS FORM TO THE OFFICE OF THE CACS SUPERINTENDENT

APPENDIX E-2

CCEA SICK LEAVE BANK COMMITTEE FORM

SECTION B – TO BE COMPLETED BY THE SICK LEAVE BANK COMMITTEE

Employee's Name _____

Date Request Received _____

Member's Accumulated Leave (personal and sick) Ends/Ended _____

First Day of Work Missed for This Illness _____

_____ Request Granted

_____ Number of Days Granted From the Sick Leave Bank

_____ Request Denied

Reason Denied

Signature of CCEA Sick Leave Bank Committee Chair

APPENDIX E-3

CCEA SICK LEAVE BANK DONATION FORM

Date _____

Name _____ Employee Number _____

School to which assigned _____ Position _____

Home Address _____

Telephone: Home _____ Work _____

By signing this form I voluntarily donate two (2) of my sick leave days to the CCEA Sick Leave Bank. I understand that this donation is irrevocable and any request to utilize the sick leave bank will be considered in compliance with the Collective Bargaining Agreement and the policies established by the Sick Leave Bank Committee.

Employee Signature _____

RETURN THIS FORM TO THE OFFICE OF THE CACS TREASURER

APPENDIX F

CONNEAUT AREA CITY SCHOOLS CLASSIFIED EMPLOYEE EVALUATION

Employee _____ Date _____

Position _____ Classification _____ Building _____

Quality of Work:

- a. Accuracy of work
- b. Completeness of work
- c. Thoroughness of work
- d. Neatness of work

Outstanding	Satisfactory	Needs Improvement	Not Applicable

Quantity of Work:

- a. Meets requirements

--	--	--	--

Knowledge:

- a. Knowledge of methods
- b. Knowledge of materials

Learning Ability:

- a. Willingness to adapt to new ideas
- b. Able to cope with change

Work Habits:

- a. Efficient use of time
- b. Organizational skills to perform duties
- c. Care of equipment
- d. Practices safety on the job

Relationships with People:

- a. Ability to get along with the public
- b. Ability to get along with the staff
- c. Ability to get along with the students

Dependability:

- a. Degree to which he/she can be relied on to do the job without close supervision.
- b. Keeps immediate supervisor informed when necessary

Attendance:

- a. Punctual

--	--	--	--

Attitude:

- a. Interest in work
- b. Willingness to meet job requirements and accept suggestions
- c. Ethical conduct

Personal Fitness:

- a. Meets the physical demands that are necessary for job performance
- b. Appropriately dressed for the position

Judgments:

- a. Soundness of decisions
- b. Follows directions

Complies With:

- a. Board of Education policies, rules and regulations
- b. Immediate supervisor's requests

Overall Work Performance:

☐ UNSATISFACTORY

☐ SATISFACTORY

COMMENTS: _____

Suggestions for any areas noted as "Needs Improvement": _____

Employee Comments: _____

Employee Signature: _____

Date: _____

Supervisor's Signature _____

Date: _____

BOE Adopted: October 17, 2002

Revised: September 26, 2005

APPENDIX G

LAST CHANCE AGREEMENT

On _____, the Conneaut Area City Schools District agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug abuse. The following conditions apply to your rehabilitation program:

1. You must schedule an appointment with a Certified Chemical Dependency Counselor within 24 hours from the date of your signature below. You must authorize the appropriate treatment program/counselor to provide proof of enrollment in an alcohol/drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to Conneaut Area City Schools Personnel Coordinator/Drug Free Workplace Coordinator. Conneaut City Schools will closely monitor your attendance and will terminate your employment (cancel this agreement) if you do not regularly attend all required sessions.
2. You will pay for all costs of rehabilitation that are not covered under Conneaut City Schools' benefits plan.
3. During the 12 months following completion of your rehabilitation program, Conneaut City Schools may test you for alcohol and/or drug use on an unannounced basis to determine if you are in compliance with Conneaut City Schools' drug-free policy. Conneaut City Schools will promptly terminate your employment if you refuse to submit to testing or if you test positive during this period.
4. During the term of the rehabilitation program and the subsequent twelve (12) month period referred to in paragraph 3 above, the employee shall comply with all the terms and conditions of the CBA and all Board rules, regulations and policies. In the event the employee fails to perform his/her job satisfactorily, or is guilty of a violation of the CBA or the Boards rules, regulations, and policies, and the misconduct is non-alcohol or non-drug related, the employee will be subject to the regular disciplinary procedures of the CBA. However, should the employee be guilty of a violation of the Board's Drug and Alcohol Free Workplace rules, regulations, or policies, or Drug/Alcohol Free Workplace terms of the CBA at any time during or after the Last Chance Agreement is given to the employee, the employee will be terminated immediately.
5. Nothing in this agreement alters your employment (or contract) status. Conneaut City Schools hopes its employment (or contractual) relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment (terminate your agreement) at any time, for any or no reason without notice.

I voluntarily agree to all of the above conditions and authorize my treatment provider, _____, to provide my supervisor with proof of my enrollment and attendance at the recommended rehabilitation program.

Employee Signature

Date

Board Rep. Signature

Date

Witness

Date

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned.

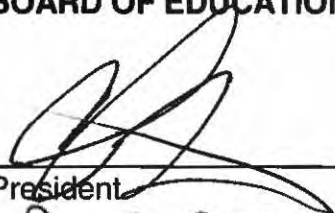
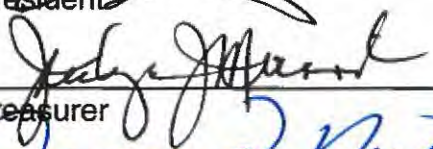


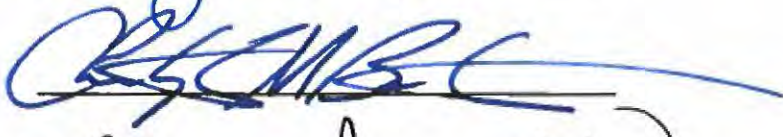
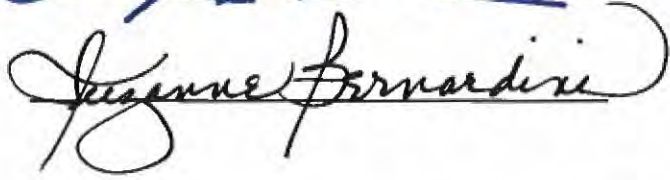
**CONNEAUT CLASSIFIED EMPLOYEES
ASSOCIATION**

President

**CONNEAUT AREA CITY SCHOOLS
BOARD OF EDUCATION**


President

Treasurer









IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned.


**CONNEAUT CLASSIFIED EMPLOYEES
ASSOCIATION**




President




Ruth Mackey



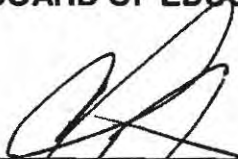
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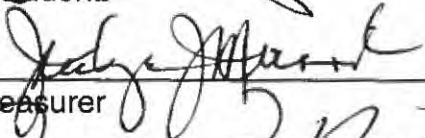
Marshall Gross




**CONNEAUT AREA CITY SCHOOLS
BOARD OF EDUCATION**




President



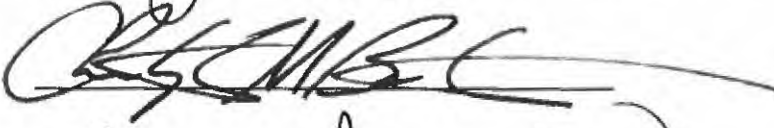
Treasurer




Joan A. Norton



Penny L. Keri





Eugene Bernardini

