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**AGREEMENT**

**BETWEEN THE**

**CHARDON ASSOCIATION  
OF  
CLASSIFIED EMPLOYEES**

**AND THE**

**CHARDON LOCAL SCHOOLS  
BOARD OF EDUCATION**

**July 1, 2025 – June 30, 2028**

Form 5.07 Certificate of Available Resources (412 Certificate)

CERTIFICATE

Section 5705.412, RC

In the matter of a negotiated agreement between the **Chardon Local Schools Board of Education** and the **Chardon Association of Classified Employees** beginning July 1, 2025 and ending June 30, 2028.

IT IS HEREBY CERTIFIED that the CHARDON LOCAL SCHOOL DISTRICT BOARD OF EUDCATION, GEAUGA COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the included fiscal years the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year.

DATED 4/2/2024

CHARDON LOCAL SCHOOL DISTRICT



School Board President, Karen Blankenship



Treasurer/CFO, Deb Armbruster



Superintendent, Dr. Michael P. Hanlon, Jr.

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## **ARTICLE 1 – AGREEMENT**

This Agreement is entered into between the Board of Education of the Chardon Local School District, hereinafter referred to as the Board, and the Chardon Association of Classified Employees-OEA/NEA (CACE), hereinafter referred to as the Association and/or CACE.

## **ARTICLE 2 – RECOGNITION AND COVERAGE**

- A. The Board recognizes the Chardon Association of Classified Employees-OEA/NEA (CACE) as the sole and exclusive bargaining representative on matters of wages, hours, terms and other conditions of employment for all full-time and short-hour employees in the following departments or job classifications:

Bus assistants, nutritional services staff, including cafeteria monitors, custodial staff (including grounds/maintenance), educational assistants, child-specific assistants, medical assistants, maintenance staff, mechanics, recess monitors, secretarial staff including textbook auxiliary clerks, bus drivers, van drivers, dispatcher and transportation staff.

- B. For purposes of this Agreement, the departments or job classifications listed in Section A. above shall be considered as a combined, single unit defined as the bargaining unit.

- C. For the purpose of the Agreement, the following are excluded from the bargaining unit:

1. Accounts Payable Specialist
2. Payroll and Benefits Specialist
3. Director of Nutritional Services
4. Nutrition Services Assistant
5. Supervisor of Transportation
6. Director of Transportation
7. Treasurer
8. Assistant Treasurer
9. Assistant to the Treasurer
10. Board Office Secretaries
11. Transportation Secretary
12. Student Services Secretary
13. Business Affairs Secretary
14. Any other positions falling within the definitions set forth in ORC 4117.01(C), (1-14)

- D. So long as a person is employed in a job classification which is within the bargaining unit, such person shall not be permitted to function in any of the positions excluded under Section C. above.
- E. The term “employee” as used in this Agreement shall refer to those persons included in the bargaining unit.

- F. Where a dispute arises regarding the inclusion/exclusion of a new position or classification, the matter shall be submitted to mediation through FMCS or, if the parties choose, submitted as a joint request for unit clarification to SERB.

### **ARTICLE 3 – ASSOCIATION SECURITY AND DUES CHECK OFF**

- A. Withholding of all voluntary deductions (dues, credit union obligations and all insurance premiums) will be by written authorization from the employee. Discontinuance of any voluntary deduction must be in writing by the employee. Payroll deductions shall be continuous until revoked in writing and only during the window in Article 3, E.
- B. Union dues shall be deducted from the employee's pay in nine (9) equal installments, if authorized in writing by the employee, and the Treasurer of CACE. The Board will calculate dues as indicated in CACE dues structure as adopted by OEA/NEA. An employee who resigns his/her employment, is terminated, or goes on long-term unpaid leave during the contract year shall have the appropriate amount of dues owed deducted from the final check.
- C. The CACE agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon authorization for dues deduction submitted.
- D. A current roster of bargaining unit members and a separate current roster of dues-paying members shall be presented by the Board to the CACE Treasurer on September 1 of each year.
- E. All classified employees shall be eligible to withdraw from the Union during the last full week of August.
- F. Classified employees may elect to join or rejoin the union during the month of August/September in each year to be eligible for payroll deduction of dues. Newly hired employees may join anytime during their first month of employment to be eligible for payroll deduction. Employees joining at other times during the year may request payroll deduction of dues.
- G. Dues checks shall be made payable to CACE/OEA/NEA.
- H. The Association shall be authorized to use the inter-school mail facilities and the employees' mailboxes, provided that the material contains the name of a representative of the CACE responsible for the content of the material.
- I. The Board shall designate reasonable space on a bulletin board in each building for general use of the Association. The bulletin board shall be located in an area readily accessible to and normally frequented by employees. Such space to be maintained in a responsible manner by the Association.
- J. The Association shall be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings, and such use does not add any



additional costs to the operation of such building. The Association shall be required to obtain a Building Use Permit, as applicable under Board policy.

- K. The Board shall send via inter-school mail two (2) copies of the Board agenda on the Friday prior to the regular Board meeting and on the day of special meetings, and two (2) copies of the minutes of said meetings to the CACE President. Should material not be sent because of an oversight, the Association may secure copies of the same from the Board office.
- L. In the event of the formation of a lay financial advisory committee, employee representation, to a maximum of two (2) members, shall be provided.
- M. The Association has the right to use office equipment when it is not in use for other purposes. Supplies necessary for equipment use shall be provided by or paid for by the Association.
- N. The Board shall send the CACE President a copy of all classified changes including, but not limited to, new hires, transfers, terminations, resignations, layoffs and classification changes including applicable date of action, current position and building, and new position and building, as such changes are available.

#### **ARTICLE 4 – NEGOTIATIONS**

- A. If either party desires to negotiate changes in wages, hours, terms and conditions of employment, it shall notify the other party in writing on or before April 1 of the year this Agreement expires. Notification from CACE shall be served on the Superintendent and notification from the Board shall be served on the President of CACE.
- B. The party giving notice shall serve a copy of such written notice together with a copy of this Agreement, unless such Agreement already is on file with the State Employment Relations Board (SERB), and will notify SERB that the negotiation procedures set forth in this Agreement in Article 4 and the dispute resolution procedures set forth in Article 4 of this Agreement will be exclusively employed in place of procedures alternately provided in ORC Chapter 4117.
- C. A meeting of the Negotiations Teams of CACE and of the Board will be scheduled for a mutually satisfactory time and location within ten (10) days after the April 1 deadline for the purpose of discussion of proposals submitted and for the purpose of reaching an agreement between the parties. A mutually satisfactory later date may be agreed upon.
- D. At the first meeting, all items shall be submitted in writing simultaneously by the Board and CACE unless otherwise agreed. These proposals shall be in such form that they may be immediately agreed to if acceptable.
- E. No new items may be submitted by either party except by mutual agreement. At the initial meeting, the parties shall establish the ground rules they deem necessary.
- F. Relevant data, supporting information, proposals and counterproposals will be presented. The Board and CACE agree to provide the other party with relevant data and supporting information.

- G. Each negotiation meeting will be held in closed session notwithstanding any contrary provision of law.
- H. All negotiations shall be conducted exclusively between the negotiating teams.
- I. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period to caucus.
- J. In addition to the negotiating teams, each team shall be authorized to admit no more than two (2) consultants to a negotiations meeting. During negotiations meetings, each side may have six (6) members and two (2) observers in addition to its consultant(s). Other people may be included by mutual consent.
- K. Periodic written progress reports may be issued during negotiations provided that any such media release shall have the prior approval of both parties. Once impasse is declared, either party can release information without mutual agreement.
- L. Interim reports of progress may be made to CACE by its representatives. Interim reports may be made to the Board, its supervisors and administrators, by its representatives.
- M. Agreement
  - 1. As items are agreed upon by the respective teams, they shall be reduced to writing and initialed by the Chief Negotiator of each team. The initialed items shall be construed as a tentative agreement on the subject matter of that proposal only; but the items tentatively agreed upon shall not become binding on either party until all items of negotiations are resolved and adopted by the parties.
  - 2. When tentative agreement on all items is reached between the negotiating teams, the total agreement shall be reduced to writing and submitted to both the membership of CACE and the Board for approval.
  - 3. When ratified by CACE and approved by the Board, the Agreement shall be signed by both the President of the Board and the President of the Local and their respective negotiating representatives and shall become binding on both parties and supersede any previous agreements. If there exists a conflict between the negotiated Agreement and previously existing Board policy, the express terms of the negotiated Agreement shall prevail.
  - 4. Unless otherwise provided, all provisions herein shall be implemented by all parties and shall become effective upon ratification of both parties.
  - 5. Should any article, section, or clause of the Negotiated Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect. The negotiations teams shall meet within fourteen (14) days of either party notifying the other of the judgment. The purpose of this meeting shall be to discuss the effects and impact of the invalid provision.

N. Dispute Resolution

1. Responsibility of the Negotiating Teams – The purpose of the bargaining procedure is to provide a means of obtaining agreement on the issues submitted. If either party determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, either party may declare the unresolved issues to be at impasse. If either party declares impasse the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching agreement.
  2. Said mediator shall be obtained as soon as possible through FMCS according to their voluntary rules and regulations.
  3. The mediator shall call meetings, set a time and duration of said meetings, and set what ground rules the mediator deems necessary. Location of the meeting shall be within a forty-five (45) mile driving distance from the Board office.
  4. Where a negotiating team, or its representative, requests a meeting site for mediation meetings which is other than Board-owned facilities, such requesting party shall bear the cost for such meeting site.
  5. The parties agree that the negotiation procedures set forth in Article 4 and the dispute-settlement procedures set forth in this Article shall be exclusively employed in place of the procedures alternately provided in ORC Chapter 4117.
- O. Association negotiation team members from shall be given professional leave to participate in negotiation sessions, if such sessions are scheduled to occur during the member's contracted workday.

**ARTICLE 5 – SUPPORT STAFF COUNCIL**

- A. In the spirit of cooperation and of maintaining open lines of communication, either party, or its designated representative, may request in writing of the other a meeting to discuss issues or concerns regarding provisions within this Agreement. Support Staff Council is not the forum to renegotiate this Agreement. The written request of a Support Staff Council meeting must identify the topics to be discussed. Such meeting will be held within ten (10) days of receipt of the written request unless another time is mutually agreed to, provided that no more than five (5) such meetings shall be held per contract year except by mutual agreement.
1. Pending grievances shall be addressed solely through the grievance procedure set forth in Article 7.
  2. The Board agrees that official representatives of CACE may request periodic Support Staff Council meetings to discuss matters of mutual concern.

3. Nothing in this article shall be construed as to interfere with an employee's right to file a formal grievance under the provisions of this Agreement.
4. The OEA Labor Relations Consultant is a member of this council.

## **ARTICLE 6 – RESERVATION OF RIGHTS**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority and duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all rights now or hereinafter identified in ORC 4117.08 and the following rights:
  1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  2. Direct, supervise, evaluate or hire an employee;
  3. Maintain and improve the efficiency and effectiveness of governmental operations;
  4. Determine the overall methods, process, means or personnel by which governmental operations are conducted;
  5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the employer as a unit of government;
  8. Effectively manage the work force;
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of the policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Ohio, rules and regulation of the Ohio Department of Education, and the constitution and laws of the United States.

## ARTICLE 7 – CLASSIFIED GRIEVANCE PROCEDURE

### A. Grievance

A claim by an employee, employees, or the Association (hereafter called the grievant) that there has been a violation, misinterpretation, or misapplication of this Agreement or a claim by an employee that his/her suspension, demotion or termination is unjust. Grievances of the latter kind may be filed at Step II.

The written Agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to, is subject to final and binding arbitration.

- B. In the event that the grievant believes there is a basis for a grievance, grievant shall first discuss the alleged grievance with the immediate supervisor or lowest level administrator that has the authority to bring about a resolution of this alleged problem, either personally or accompanied by an Association representative, within fifteen (15) school days after the grievant becomes aware of the alleged grievance, using the Informal Discussion Form (Exhibit "A"). The Administrator shall deliver a written disposition within five (5) school days of the meeting.
- C. If, as a result of the informal discussion, or if the person with whom the informal discussion was held, does not respond within five (5) school days, a grievance still exists, the Grievant may invoke the following formal grievance steps.

#### 1. Step I - Immediate Supervisor

The grievant may submit to the immediate supervisor or lowest level administrator who has the authority to resolve the problem a completed "Grievance Report Form – Step 1," (Exhibit "B"), within ten (10) school days of the Informal Conference. A copy of the grievance shall be submitted by the grievant to the CACE Vice President or designee and by the administrator to the superintendent. Within five (5) school days of receipt of the Grievance Form, the administrator shall meet with the grievant and/or an Association representative in an effort to resolve the grievance.

The administrator shall indicate his/her disposition of the grievance within eight (8) school days after such meeting by completing a resolution on the Grievance Form and returning it to the grievant and Association Vice President.

#### 2. Step II - Superintendent

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant may advance the Grievance to Step II, within ten (10) school days by submitting the grievance to the superintendent. Within five (5) school days the superintendent and/or a designated representative shall meet with the grievant and/or the Association representative. Within eight (8) school days of the meeting, the superintendent shall indicate in writing his disposition by forwarding it to the

employee and Association representative. The Association and the administrator shall be notified of said disposition within the same time period.

### 3. Step III - Board Level

If the grievant is not satisfied with the disposition of the Step II grievance or if no disposition has been made within the above stated time limits, the grievant may advance the Grievance to Step III, within ten (10) school days. The grievance will be submitted to the Board by filing a copy with the school district Treasurer with notification to the Superintendent.

The Board, at its next regularly scheduled meeting or within ten (10) school days of the filing of the Step III grievance shall meet with the grievant and/or the Association representative and the Superintendent or his/her designee, to review such grievance in open or executive session at the grievant's option. If the matter to be discussed involves information required to be kept confidential pursuant to state or federal law, open session is not an option. The disposition by the Board shall be made to the grievant by completing in writing on the grievance form Step III, within seven (7) school days of the meeting. A notification of such disposition shall be furnished to the grievant, the Association, and the Superintendent. Upon mutual agreement, Step III may be waived.

### 4. Step IV

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the above stated time limits, the grievant and/or the Association may submit the grievance within twenty (20) school days of the receipt of the Step III disposition to FINAL AND BINDING arbitration according to the voluntary rules and regulations of the American Arbitration Association. The Arbitrator's decision will be final and binding on all parties. The cost of the arbitration shall be the responsibility of the party losing the arbitration.

## D. General Provisions

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
2. If an individual employee has a personal complaint which she/he desires to discuss with a supervisor, she/he is free to do so, without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the employees shall be the sole responsibility of the Association. The grievant has the right to Association representation of their choice, so long as it does not cause an unreasonable delay, at all meetings and hearings involving the grievance.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. An employee engaged during the school day on behalf of the Association with any

representative of the Board in any professional grievance shall be released from regular duties without loss of salary, if necessary. However, normally all procedures and meetings pursuant to resolution of the grievance will be conducted outside the workday.

5. Meetings and hearings held under this procedure shall be conducted at a time and place which is mutually agreeable to the parties. Witnesses shall be released from duties for the time they are required to be at the hearing and for reasonable travel time with no loss of pay or benefits.
6. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
7. The Association at any time without prejudice may withdraw a grievance.
8. A copy of all grievance disposition(s) shall be sent to the Association President and the OEA Labor Relations Consultant.
9. The term "school days" when used in this Article shall mean days when school is in session, except during summer, spring break and winter break, when it shall mean weekdays when the Board office is open.

E. 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 Agreement nor add to, subtract from or modify the language herein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself 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 Board and the grievant and the Association. The arbitrator shall have no power to establish wage schedules or change wage schedules. The arbitrator shall have no power to decide any question, which under this Agreement is solely within the responsibility of the administration to decide. In rendering a decision, an arbitrator shall give due regard to the responsibilities of the administration except as they may be conditioned by the Agreement.

**EXHIBIT A**  
**CHARDON CLASSIFIED EMPLOYEES**  
**INFORMAL DISCUSSION FORM**

Name of Employee \_\_\_\_\_ Date of Discussion Meeting \_\_\_\_\_

Department \_\_\_\_\_

Employee's Concern: \_\_\_\_\_

All parties must sign below to acknowledge that discussion transpired.

|   |                      |                                       |                      |
|---|----------------------|---------------------------------------|----------------------|
| _____<br><i>Signature of Level One Supervisor</i> | _____<br><i>Date</i> | _____<br><i>Signature of Employee</i> | _____<br><i>Date</i> |
|---|----------------------|---------------------------------------|----------------------|

Response: \_\_\_\_\_



**EXHIBIT B**  
**GRIEVANCE REPORT FORM**  
**STEP I, II, III**

Grievance # \_\_\_\_\_

|                  |            |          |            |
|------------------|------------|----------|------------|
| Name of Grievant | Assignment | Building | Date Filed |
|------------------|------------|----------|------------|

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

2. Relief Sought

|                       |      |
|-----------------------|------|
| Signature of Grievant | Date |
|-----------------------|------|

C. 1. Date Received by Administrative Authority

2. Disposition of Administrative Authority

|                            |      |
|----------------------------|------|
| Signature of Administrator | Date |
|----------------------------|------|

Additional comments may be added on this sheet or with an attachment.

## GRIEVANCE DISPOSITION

**Step 1**

---

**Administrator** **Date**

**Step 2**

---

**Administrator** **Date**

**Step 3**

---

**Administrator** **Date**

## **ARTICLE 8 – BENEFITS**

The following working conditions and benefits shall be effective for bargaining unit classified employees:

### **A. General Definitions and Rules of Construction**

1. Full-time employee: Any employee who fulfills the hourly requirements of a job classification and in so doing works thirty (30) or more hours per week.
2. Regular short-hour employee: Any employee who fulfills the hourly requirements of a job classification and in so doing works less than thirty (30) hours per week.
3. Substitute employee: An employee hired on an as needed basis and used to take the place of another due to absence. Substitute employees are not members of the bargaining unit and are not covered by the terms of this Agreement.
4. In this Agreement, personal pronouns of one gender shall be deemed to refer to either gender unless the context clearly indicates an intention to refer to only one gender.
5. In this Agreement, the singular shall be deemed to include the plural and the plural to include the singular unless the context clearly indicates a different intention.
6. In this Agreement, "may" or "might" shall be expressions of permissive activity; and "will" or "shall" shall be expressions of required or mandatory activity.
7. In this Agreement, "days" shall be working days unless otherwise noted.
8. Transfers: The reassignment of a classified employee within or out of their current classification.
9. Vacancy: A current or projected opening in a classified position, which may be filled, or not filled, at the Board's sole discretion.
10. Temporary Transfer: Assignment to a vacancy created by a vacation, sick leave, or other leave.
11. Permanent Assignment: Bidding and being awarded a vacancy that has been created by retirement, resignation, death, and/or employee moving to another position.
12. Temporary Assignment: Bidding and being awarded a vacancy that has been created by a medical leave or general leave until regular employee returns to active duty, when no temporary transfer has occurred.
13. The term, employee's immediate family, is defined as the employee's spouse, significant other living in the same household or a fiancé/fiancée, parents, parents-in-law, grandparents,

siblings, children, daughter/son-in-law, step-children and grandchildren. The term also includes other relatives domiciled in the employee's household.

- B. Even if an employee is eligible under Article 24, Section B for a dual contract, a dual contract will not be awarded to an employee when the regularly scheduled work results in an overtime situation on a recurring basis. Following the award of the second contract, if the employee is incurring overtime on a recurring basis due to his/her dual contract status, the Board shall revoke the contract of the employee's choice.

Employees will not be eligible for employment with the Board in more than one (1) classification and may not hold or bid on a dual contract. The Superintendent may choose to deviate from this prohibition if he/she determines a dual contract would be in the best interests of the District.

C. Uniform Allowance

1. Allotment shall be made for uniforms for mechanics, maintenance, nutritional services and custodial personnel. The allotment shall be thirty dollars (\$30.00) per employee per calendar month worked, except for mechanics, who shall be allotted fifty (\$50.00) per month. To qualify for the uniform allowance in any given month, the employee must work at least ten (10) days in such month. The maximum any employee will receive, even if he/she is holding two jobs, will be thirty dollars (\$30.00) per calendar month worked.
2. Uniforms must be rented or purchased and worn by employees paid this allotment. Employees reporting to work out of uniform shall not be granted his/her uniform allowance for such month. Employees refusing to wear uniforms may be subject to disciplinary action as set forth in the Article entitled, "Disciplinary Procedures."
3. Uniforms are to be determined by the administration on behalf of the Board.

D. Safety Glasses

All custodians, maintenance, and mechanics will be provided with safety glasses, as requested. The Board will reimburse those employees within these classifications who desire prescription safety glasses fifty percent (50%) of the cost of the eye exam, if necessary, and fifty percent (50%) of the cost of prescription safety glasses once every five (5) years. All requests must be accompanied by a detailed quote from a qualified optician and approved by the supervisor in advance.

E. Cell Phone Allowance

All maintenance employees shall be provided with a twenty-five dollar (\$25) per month cell phone allowance.

F. Calamity Days

1. All employees shall be paid their appropriate rate of pay for up to the equivalent of five (5) contract days when schools in which they are employed are closed because of an epidemic

or other public calamity. The employee shall not be paid for any calamity days in excess of five (5) that may occur during the school year, except as set forth below. The employee shall be notified at home of the calamity day via their home or cell phone number. Employees shall be responsible for designating the phone number through which they will be contacted at the start of every school year. If that number changes, employees shall be responsible for promptly informing the administration of the new number.

2. The emergency staff consisting of the maintenance crew, all head custodians, and mechanics on the day shift shall report to work unless otherwise notified by the Superintendent or his designee. Up to and including the fifth calamity day, any such employee shall receive overtime for each hour worked during calamity day(s). Up to and including fifth calamity day, if other personnel are called in to work, they shall be entitled to overtime for all hours worked during a calamity day. However, upon the sixth calamity day occurring in the same contract year, all employees who are assigned to work 260 days shall report and be paid their regular hourly rate. The Superintendent or his designee may call other employees to work on any calamity day.
3. Should summer work be available employees may volunteer for such work at a wage to be determined by the Superintendent.

#### G. Non-routine Work Schedule

During the summer months, an employee who is performing a job that may take more than the employee's eight (8) hour day, the employee may adjust his/her routine workweek with the advance, written permission of their Supervisor.

#### H. Custodian Shift Change

In buildings where an overlap of custodian schedules does not exist, schedules shall be adjusted to allow for a fifteen (15) minute shift overlap for one first shift custodian and one second shift custodian. This shall be for the purpose of discussing work-related issues.

#### I. Recess Monitors

Prior to the end of August of each school year, the building administrator shall meet with the recess monitors to review safety procedures for recess.

#### J. Secretaries Adjusted Summer Hours

It is agreed that beginning on the day after the last teacher workday and ending on the day before the first teacher workday, secretaries will be given the opportunity to adjust their summer work hours in the following manner:

Middle and High School Secretaries:

7:00 AM – 3:00 PM or 7:00 AM – 3:30 PM, depending on lunch schedule

Elementary School Secretaries:

8:00 AM – 4:00 PM or 8:00 AM – 4:30 PM, depending on lunch schedule.

## ARTICLE 9 – VACATION

- A. Years of service shall be calculated from the employee's date of hire. Vacation payments: Vacation payments made to employees who work in two (2) or more job classifications during the year shall be calculated on the employee's average hourly rate.
- B. Only employees who work eleven (11) or twelve (12) months per year are eligible for vacation pay. Nine or ten month employees who are hired for work in the district during the summer months or during winter or spring break will not accrue any vacation leave as a result of the assignment. The hiring of these employees will be at the discretion of the Board or the Superintendent acting on its behalf. Days of vacation are based on an eligible employee starting on July 1 of their first year of employment. If an eligible employee begins employment after July 1, vacation days will be prorated based on the percent of days to be worked in their first year of employment.

| <u>Years of Service by the First Day</u> | <u>Days of Vacation</u> |
|--|-------------------------|
| Date of hire prorated in year one        | 11                      |
| 2 years to 4 years                       | 11                      |
| 5 years to 7 years                       | 13                      |
| 8 years                                  | 16                      |
| 9 years                                  | 17                      |
| 11 years                                 | 18                      |
| 14 years                                 | 19                      |
| 15 years                                 | 20                      |
| 17 years                                 | 21                      |
| 25 years                                 | 23                      |

- C. Vacation earned by an employee and not used shall be indicated to the employee on each pay stub. The carryover of vacation days from one year to the succeeding year shall be limited to a maximum of five (5) days.
- D. District seniority shall be used if two or more employees in the same job classification request vacation for the same time period or parts of the same time period. Vacation requests shall be entered into the district electronic system.
- E. Any employee who becomes hospitalized or has a death in the immediate family while on vacation may convert vacation time to sick leave and be eligible to take the remainder of his/her vacation at a later date. The employee will need to enter the sick leave into the district electronic system and will need to verify the conversion by providing written confirmation from the physician or funeral director.

## F. Scheduling of Vacations

1. Those personnel seeking vacations may do so under the following conditions and with the understanding that the request may be denied. The Board will not grant any employee's request to take vacation that falls within the two-week period prior to the first day of school or during the two-week period prior to the last day of school. However, during either time frame above, if extenuating circumstances arise due to matters outside of the employee's control, vacation may be granted after the employee shares said circumstances with the Superintendent.
2. Requested time shall be approved by the Superintendent. All requests for vacation leave shall be submitted at least seventy-two (72) hours (three days) in advance of the day(s) for which the leave is requested. Exceptions may be granted in emergency situations.
3. The time the employee shall miss shall not cover a period of more than three (3) consecutive weeks.
4. If the employee is denied the vacation leave for any reason, that employee will be notified prior to the vacation date requested.

## ARTICLE 10 – HOLIDAYS

- A. The Board will observe all holidays as prescribed by ORC 3319.87 and/or other holidays as are listed. All eligible classified employees shall receive their appropriate rate of pay for such holidays as they are entitled.

|                               |                           |
|-------------------------------|---------------------------|
| Juneteenth                    | 11 and 12 month employees |
| July 4                        | 12 month employees        |
| Labor Day                     | All employees             |
| Thanksgiving                  | All employees             |
| Friday after Thanksgiving     | All employees             |
| Last workday before Christmas | 12 month employees        |
| Christmas Day                 | All employees             |
| Last workday before New Years | 12 month employees        |
| New Year's Day                | All employees             |
| Martin Luther King Day        | All employees             |
| Presidents' Day               | All employees             |
| Good Friday                   | All employees             |
| Memorial Day                  | All employees             |

- B. In the event that Juneteenth or July 4 is on a Saturday, the holiday shall be observed on the Friday prior. If Juneteenth or July 4 is on a Sunday, the holiday shall be observed on the following Monday. If Christmas Eve and Christmas Day are on a Saturday and Sunday, the holidays shall be observed on the preceding Friday and the following Monday. If Christmas Day is on a Saturday, the holiday shall be observed on the following Monday. If New Year's Eve is on a Saturday and

New Year's Day is on a Sunday, the holidays shall be observed on the preceding Thursday and Friday.

## **ARTICLE 11 – ABSENCES, ATTENDANCE AND LEAVES**

### **A. Sick Leave**

1. Each person who is employed by any Board of Education in this state shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Employees may use sick leave for absences due to personal illness, disability or illness due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Accumulated sick leave shall be unlimited. The previously accumulated sick leave of a person who has been separated from public service shall be credited upon employment in this school district provided that such employment takes place within ten (10) years of the date of the last termination from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave.
2. The Board of Education shall require an employee to input absences into the district electronic reporting system. If medical attention is required, the employee may be required to furnish the name and address of the attending physician and the date when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code.
3. The term, employee's immediate family, is defined as the employee's spouse, significant other living in the same household or a fiancé/fiancée, parents, parents-in-law, grandparents, siblings, children, daughter/son-in-law, step-children and grandchildren. The term also includes other relatives domiciled in the employee's household.
4. An employee shall be granted an advancement of up to ten (10) days sick leave, if needed, provided that at the time of such advancement there are at least two (2) remaining pay periods for such employee in the work year in which such advancement is applied for. If the employee leaves the Chardon School System before the advanced days are accumulated, the Board shall deduct the appropriate amount from the employee's last check or last two (2) checks as required. No additional requests for advancement of sick leave shall be granted until the previous advancement has been repaid in full.
5. Accrued sick leave shall be designated on the employee's direct deposit notice each pay period.
6. After an employee's absence on sick leave of more than five (5) consecutive workdays, verification by a physician is required.
7. Sick leave may be used in the event of death in the employee's immediate family.



School bus drivers who have experienced a prolonged period of sick leave of 10 days or more, and have been treated by a physician shall provide a letter to the Superintendent or his designee from the physician stating that the driver is qualified to resume work as a school bus driver. The Board shall also have the right to refer a school bus driver who has experienced a prolonged period (10 days or more) of sick leave to a physician of its choosing and at its costs to determine if the driver is qualified to resume work as a school bus driver.

8. Sick leave may be utilized in one-half (1/2) day or full day increments. However, bus drivers with AM and PM routes will apply leave in half day and full-day increments. Bus drivers with AM, Mid-day and PM routes will apply leave in quarter-day, half-day and full day increments as follows:

- AM absence will result in one-half day absence
- PM absence will result in one-half day absence
- AM and MID absence will result in one-half day absence
- MID and PM absence will result in one-half day absence
- MID-DAY only absence will result in one-quarter day absence.

9. Sick Leave Incentive

If any classified administrator receives an attendance bonus, any bargaining unit member satisfying the same criteria shall receive the same bonus.

10. Sick Leave Notice

In the event an employee needs to be absent from work, the employee shall inform his/her direct supervisor as soon as possible but no less than at least one (1) hour prior to their shift. If leave is submitted to the electronic absence management system with at least twenty-four (24) hours advance notice, the employee need not provide additional notice to his/her direct supervisor.

11. Maintenance of Medical Coverage While on Sick Leave

The Board shall maintain medical coverage through the remainder of the month in which the employee exhausts paid sick leave as provided in Section A. Following this extension of Board coverage, the employee shall continue medical coverage pursuant to state or federal law (e.g., COBRA).

## B. Personal Leave

All personnel shall be granted up to three (3) unrestricted days of non-cumulative leave each year without loss of salary, to attend to affairs which cannot be conducted outside the regular school day. Personal leave shall not be used to extend holidays or recesses unless pre-approved by the Superintendent; to provide for a vacation, recreation, social, or fraternal function; to engage in or seek other employment; or attend business trips with a spouse. When sick leave is applicable to a specific situation, the maximum sick leave permitted must be taken before personal leave is used.

1. If an employee is subpoenaed by or on behalf of the Board of Education to testify in the legal proceeding wherein the Board is a party, the employee will be given leave at his or her regular rate of pay for each day responding to the subpoena which is also a regularly scheduled workday. Any witness fees received by the employee in such an instance will be turned over to the Board of Education.
2. Requests for personal leave shall be made using the electronic employee absence request used by the district which shall conform to the above policy. The completed request shall be submitted to the building principal or immediate supervisor not less than seventy-two (72) hours in advance of the requested leave, except in the case of an emergency.
3. The Board will not grant any employee's request to take personal leave that falls within the two-week period prior to the first day of school or during the two-week period prior to the last day of school. However, during either timeframe above, if extenuating circumstances arise due to matters outside of the employee's control, personal leave may be granted after the employee shares said circumstances with the Superintendent. Additionally, the Superintendent or his/her designee may deny a request in the event that the employee's absence would present an operational hardship.
4. Accrued but unused personal leave days will be converted and added to the employees' accumulated sick leave.
5. Personal leave may be utilized in one-half (1/2) day or full day increments.

#### C. Unpaid Leave

Employees may request up to five (5) unpaid days per year, which may be approved solely in the Superintendent's discretion. If an unpaid leave of absence is approved, the employee will continue benefits at his/her current level of contribution and coverage during the unpaid leave of absence.

#### D. Assault Leave

Any employee who is absent due to physical disability resulting from an actual physical assault by a student and which occurs in the course of his/her employment at school or at a school-related activity or event and which was perpetuated as a result of employment by the Board, shall be granted up to ten (10) days assault leave without the same being subtracted from his/her accumulated sick leave benefits. Any salary remuneration paid by Worker's Compensation during the term of the disability shall be deducted from the employee's regular wages. If the employee's disability is longer than ten (10) days, additional time may be granted by the Superintendent.

1. In all cases of physical assault upon an employee, the employee, the administration and the Board will cooperate fully in the investigation of the assault and the prosecution of the person involved.
2. An employee shall be entitled to accumulate sick leave for all time on assault leave.

E. General Leave of Absence

After five (5) years of employment with the District, a full-time employee shall be entitled to one general unpaid leave of absence of up to one year in length. Such leave shall be contingent upon employees giving written notice of a request for the same at least sixty (60) calendar days in advance of the beginning date of such leave. Such leave shall be taken in increments of not less than six (6) months. Notwithstanding any other provisions of this Agreement, during said leave an employee shall not accrue any of the following: advancement of a step on the wage schedule, advancement toward longevity and/or severance pay, advancement in seniority. Employees opting for a general leave of absence are not entitled to Board paid health care coverage or other benefits during their absence. Such leaves shall not be used to extend any other leave granted or available under this Agreement or for the purposes of other employment.

F. The Comprehensive Omnibus Budget Reconciliation Act (COBRA) provision shall be made available to employees based upon qualifying events in accordance with Federal regulations.

G. Maternity/Paternity/Adoption Leave of Absence

1. Leave without pay for up to one (1) year may be granted to employees requesting such leave. Unless otherwise provided, the beginning date of such leave shall be determined by the employee.
2. Application for maternity leave shall be made in writing at least forty-five (45) days prior to the beginning of such leave. Such leave shall commence upon release from a continuous period of hospitalization following delivery or pregnancy termination or upon cessation of physical disability resulting from deliver or pregnancy termination whichever is later.
3. Application for adoption leave shall be made in writing and shall contain a statement of the date of obtaining custody, the date upon which leave is to commence, and the intended date of return to service. Application shall be made forty-five (45) days in advance of the beginning date of such leave, if possible.
4. Paternity leave may be granted for rearing a child of less than one year of age. Written application shall be made forty-five days in advance of the beginning date of such leave.
5. After exhaustion of FMLA benefits, employees on such leaves may continue their hospitalization and other benefits for the duration of such leave providing they reimburse the Board the premium costs for such benefits by arrangements made in advance with the Treasurer or according to Section G.
6. Upon return from such leave, the employee will be assigned to the same position that was held prior to the leave or an equivalent position (i.e., same pay and benefits, substantially similar duties and same shift).

## H. Medical Leave of Absence

1. An employee who is unable to report to work due to personal illness or injury supported by medical evidence that the employee is unable to perform usual and customary duties or an illness in the immediate family supported by medical evidence and who has exhausted his/her accumulated sick leave shall be granted unpaid medical leave of absence for the duration of the illness, but not to exceed eighteen (18) months upon proper application. Such application shall be made in writing, shall include a physician's certificate indicating both the necessity for such leave and the anticipated duration required, and shall be made no less than ten (10) days prior to the exhaustion of leave, if possible. Notwithstanding any other provisions of this Agreement, during said leave an employee shall not accrue any of the following: advancement of a step on the wage schedule, advancement toward longevity and/or severance pay, advancement in seniority. Employees opting for a medical leave of absence are not entitled to Board paid health care coverage or other benefits during their absence.
2. Such leave shall commence on the day accumulated sick leave is exhausted and the employee has no earnings due.
3. If at the expiration of the eighteen (18) month medical leave the employee is still unable to report to work, the employee may request an additional six (6) months of unpaid leave. Such request shall include a physician's certificate indicating both the necessity for the extension and the anticipated duration.
4. If, at the expiration of the eighteen (18) month leave of absence or six (6) month extension thereof, the employee is still unable to report to work the employee shall apply for disability retirement with the School Employees Retirement System, or applies and is ruled ineligible, or is otherwise denied disability retirement, failure to return at the end of the eighteen (18) month leave of absence or renewal thereof shall be deemed a resignation from employment.
5. Employees returning from unpaid medical leaves shall present a physician's certificate verifying that the employee is capable of performing his/her regular duties. Any employee who has been on medical leave of absence may be required to submit to and satisfactorily pass a physical examination before being permitted to return to work. In the event of a difference of opinion, as to the employee's physical status, between the employee's physician and the Board's physician, the employee shall be referred to a mutually agreed upon physician whose opinion shall be binding on the parties. Said physician expenses shall be borne by the Board. Should the Board's own physician or the neutral third party physician declare the employee fit to return to work, the employee will be made whole for all lost monies and benefits from the date they indicated a desire to return to work after they were approved for regular duty by their physician.
6. The Comprehensive Omnibus Budget Reconciliation Act (COBRA) provision shall be made available to employees based upon qualifying events in accordance with Federal regulations.
7. It shall be the responsibility of the employee or designated power of attorney to provide written medical evidence requesting leave.

8. Employees shall have the provisions of the Family and Medical Leave Act of 1993 (FMLA) as may be amended by federal law, made available to them. FMLA leave shall occur on a “rolling” basis and shall run concurrently with other qualifying leaves of absence. To determine if an employee is eligible for FMLA leave during a work week under a “rolling” year basis, one looks back over the 12 months immediately preceding that week. If the employee has not utilized the equivalent of 12 weeks of FMLA-qualifying leave in the 12 months prior to the date in question, then the employee is eligible for that week of leave (assuming all other eligibility criteria are met). In utilizing a rolling year, this analysis may be conducted each week to determine continued eligibility.
9. The employee utilizing the Family and Medical Leave provision shall have continued health care to the maximum of the twelve (12) weeks as outlined in Federal regulations. The Board and the employee will be responsible for their respective share of health care benefits in effect at the time the leave is taken, or as may be amended by law during the leave.

I. SERS Disability Leave of Absence

The Board will comply with state law applicable to disability leaves of absence under the State Employees Retirement System (SERS).

J. Military Leave

Employees who are active or reservist members of the armed forces will be entitled to military leave consistent with applicable state and federal law.

K. Jury Duty

In case of jury duty, no deductions shall be made from accumulated sick leave or personal leave. All employees shall be released with no loss of benefits for such duty. All Employees will receive their regular salary for the day or part thereof during which they are fulfilling their jury duty obligations and the remuneration received by him/her for service as a juror.

L. Association Leave

A total of six (6) days shall be granted to attend Association governance meetings/conferences. A minimum of seventy-two (72) hours notice through the electronic system is required to secure such leave. In emergency situations, the Superintendent may grant approval with less than seventy-two (72) hours notice. Any leave must be taken in one-half (  $\frac{1}{2}$  ) day or full day increments.

Any one (1) twelve month employee who is a delegate to the National Education Association Representative Assembly and/or any two (2) employees attending the NEA ESP National Conference shall be released the number of days of the conference plus at least one travel day at either end of the activity.

Additionally, at the request of the Association President or Labor Relations Consultant, and contingent upon the approval of the Superintendent, association leave with pay shall be granted

to the President of the Association and/or other Association members provided seventy-two (72) hours notice is given. Such leave shall be limited to four (4) days annually.

## **ARTICLE 12 – TRANSFERS**

### **A. Temporary Transfer**

The Superintendent or his/her designee shall have the discretion to use substitutes for up to ten (10) days to fill such vacancies, as needed. The Superintendent or his/her designee shall have the right to transfer an employee in order to fill an absence created by vacation, sick leave, or other leave. This shall be known as a temporary transfer and shall be posted for bid prior to any employee being transferred into the position.

### **B. Involuntary Transfer**

1. The Board may involuntarily transfer an employee with reason from his/her present assignment to a new assignment within his/her classification equal hours, shift, and pay.
2. Written notice of any involuntary transfer, the reasons thereof, and the anticipated duration thereof shall be provided the affected employee(s) at least five (5) workdays prior to the transfer. The Association President and the OEA Labor Relations Consultant shall receive notice of any involuntary transfer.

### **C. Voluntary Transfer**

1. Employees may transfer through the bidding procedure set forth in Article 38. This shall be known as a voluntary transfer. Any employee voluntarily transferring shall remain in the new position for three (3) months from the first day of transfer before being eligible for another voluntary transfer.
2. When an employee is transferred by his/her successfully bidding for another position, he/she shall be placed on the same step as held in his/her previous classification.
3. Recently hired employees who have not completed their probationary period may be transferred into a position in the same classification if the position has been posted for six (6) days and no one else in the bargaining unit has bid on the position.

## **ARTICLE 13 – IN-SERVICE/CONTINUING EDUCATION**

### **A. In-Service**

1. In-service meetings, as determined by the administration as "mandatory," shall be scheduled by the administration either during or outside of the workday so that there is the least amount of disruption of district operations. Any employee attending in-service meetings at a time other than his/her normal hours shall be paid at his/her appropriate rate of pay for attendance

at such meetings, so long as such attendance is not outside of normal work hours at the employee's own request.

2. The Board will pay for the course fees for any driver attending the Ohio Pre-Service Advance School Bus Training Course. If the Board pays for any course fees or continuing education training expenses for the employee, such as the Bus Training Course, and the employee opts to resign his/her employment within one (1) year after the training expense is incurred, the employee will fully reimburse the Board for those training expenses. This provision does not apply to retirements.
3. Prior to implementation of any new system and/or system upgrades, employees shall be provided with in-service and/or training with no loss of pay and/or benefits. The Board shall reimburse classified employees for expenses incurred as a result of continuing education opportunities if the education activity has received the prior written approval of the Superintendent. Expenses shall include registration fees, overnight accommodations if necessary, mileage, or transportation expenses, and meal expenses within guidelines established by the Board.

#### B. Annual Professional Development

The Board will provide each employee a minimum of eight (8) hours per year for the purpose of professional development. Employee attendance/completion is mandatory and employees will be paid their regular rate for hours performed. Professional development day(s) will be identified in the school calendar.

### **ARTICLE 14 – INSURANCE**

#### A. Life Insurance

1. The Board shall provide a group term life insurance policy in the face value amount of twenty-five thousand dollars (\$25,000.00), and the Board shall pay the full cost of providing such insurance for the term of this Agreement.
2. Term life insurance may be converted without physical examination within thirty (30) days of leaving the system, as determined by the life insurance company.

#### B. Hospitalization/Major Medical: The Board shall provide single or family insurance coverage for all bargaining unit employees as provided below.

1. For all full-time employees (defined as thirty [30] hours or more per week, the Board shall offer single and family coverage for all employees for hospitalization insurance and major medical pursuant to the District's High Deductible/Health Savings Account (HD/HSA) option. Any employee covered under the HD/HSA option shall pay five percent (5%) as an employee contribution.
  - a. The HD/HSA shall be a \$2,000.00 aggregate deductible for single coverage and a

\$4,000.00 aggregate deductible for family coverage.

- b. For each employee who elects single coverage in the HD/HSA, the Board shall contribute \$800.00 annually toward a Health Savings Account (HSA) for a full-time employee providing that the employee completes basic annual biometric screening. Employees electing to forego the basic annual biometric screening will receive \$700 annually toward an HSA.
  - c. For each employee who elects family coverage in the HD/HSA, the Board shall contribute \$1600.00 annually toward a Health Savings Account (HSA) for a full-time employee providing that the employee and spouse complete basic annual biometric screening. Employees electing to forego the basic annual biometric screening will receive \$1400 annually toward an HSA.
  - d. Employees covered under the HD/HSA shall be permitted to participate in the Child Care Section 125 Plan only (Section F., 3., below).
2. The Board shall offer alternate single and family coverage for all eligible full-time employees (i.e., those who work an average of thirty (30) or more hours per week as determined by the District consistent with federal regulations) for hospitalization insurance and major medical at no cost to the employee. The specifications of this plan will be determined solely by the Board to meet the requirements specified in the Affordable Care Act.
  3. The calculated determination of employee hours set forth in Sections B.1. and B.3. above shall not be affected by Board-approved or otherwise authorized days that the specific employee does not attend work (e.g., holidays, NEOEA Day, sick days, vacation days or calamity days).

#### C. Dental

1. For eligible full-time employees, the Board shall provide for, single coverage at \$.050 per year and family coverage at \$1.00 per year for dental insurance that provides no less benefits than the indemnity dental plan. For the purposes of this Section C.1., an “eligible full-time employees” shall be defined as employees who are regularly scheduled to work at least thirty (30) hours per week in one or more contracts.
2. The Board shall provide to eligible classified employees dental insurance protection identical to that in effect for certificated employees. Employees may waive dental coverage.
3. Dental insurance for an employee's dependent shall continue through age twenty-six (26).



#### D. Employee Assistance Program

The Board shall make available to employees, either itself or in cooperation with other facilities, substance abuse counseling (alcohol or drugs of abuse) and other forms of counseling (i.e., stress counseling where circumstances such as divorce, spousal abuse, death in the family, etc. create stress and coping difficulties impacting upon an employee's personal and/or work life). Employee entrance into the program will be entirely voluntary but may be urged in individual cases where an employee's job performance is affected.

#### E. Insurance Committee

1. For the duration of this agreement, the Association and the Board shall have an identified insurance committee whose members shall be appointed by the president of the Association and the superintendent of the Chardon Local School District. On or before May 1 of each year of this agreement, the committee will examine the current insurance plans and cost to determine if a change is needed. When insurance is projected to increase by at least ten percent (10%) per year, the insurance committee shall convene to discuss and recommend how to bring the projected increase under ten percent (10%).
2. The Association and the Board will agree on the charges to employees for insurance. Factors that will be taken into account will include fairness to each employee, needs of the District for reserve funds, and cost to employees. The insurance committee will be charged with this responsibility annually. A representative from the carrier will consult with the committee as well as the District Treasurer.

#### F. Section 125

Section 125 Plans shall be established as follows:

##### 1. Premium Pass through a Section 125 Plan

Employees will have the option of paying the employee share of premium costs through a Section 125 Plan at no cost to the employee.

##### 2. Medical Expenses through a Section 125 Plan

Employees will have the option of setting aside monies for any unreimbursed health care costs, including medical, dental, vision, and prescription drugs in a Section 125 Plan. The plan shall be implemented at no cost to the employee.

##### 3. Child Care through a Section 125 Plan

Employees will have the option of setting aside monies for child care costs according to the rules of Section 125 Plans. The Plan shall be implemented at no cost to the employee. Employees shall be afforded the opportunity annually to learn about Section 125 Plans and the process for choosing and funding a Plan.

#### 4. Allocation of Excess Funds/Grace Period

The Board shall implement a grace period as allowed in the Internal Revenue Service Notice 2005-42. This Notice permits an employer to amend its Section 125 cafeteria plan to give participants in medical care and dependent care Flexible spending accounts ("FSAs") an additional two (2) months and 15 days after the end of the plan year to spend unused amounts from the prior plan year. Unused amounts remaining in those FSA accounts at the end of the grace period will be allocated as a reimbursement to the Board of Education up to the total cost of administration of the FSA accounts. If, after paying off administrative costs, there remains an excess, then any remainder amount will be allocated to plan participants on a per capita basis.

### ARTICLE 15 – CONTRACTS

- A. Newly hired bargaining unit employees shall enter into one (1) year written contracts of employment, during which the employee shall serve a probationary period of sixty (60) working days. The Board shall have sole discretion to discipline or discharge such probationary employee during the first sixty (60) working days, and such actions during this period cannot be reviewed through the Grievance Procedure provided, however, the Board will not discharge a probationary employee because of Association membership or Association activity. After the initial sixty (60) working days, any discipline or discharge may be appealed through the Grievance Procedure.

Upon request by the probationary employee within his/her first thirty (30) working days, he/she shall receive a written advisory mid-term evaluation from his/her immediate supervisor. Each probationary employee shall receive a final probationary evaluation by his/her immediate supervisor before the end of his/her probationary period. All probationary employees shall receive necessary job indoctrination to the new job. Probationary employees shall be eligible for all terms and benefits of the negotiated agreement for their specific classification and hours except as specified above. If employees are rehired following their initial one-year contract, their subsequent contract shall be for a period of two years.

- B. After the expiration of the one-year contract provided above, if the contract of the employee is renewed, the employee shall next be awarded a two (2) year contract. If the employee's two (2) year contract is renewed, the employee shall be continued in employment, and the hourly rate may be increased but not reduced unless such reduction is part of a uniform plan affecting the bargaining unit employees of the entire district unless such reduction is pursuant to subsection A of the Reduction in Force provision of Article 42 or pursuant to a demotion.
- C. The contracts provided for in this section may be terminated by a majority vote of the Board. Such contracts may be terminated for violation of written rules and regulations as set forth by the Board, for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, possession or abuse of controlled substances as defined in the Ohio Revised Code or any other acts of misfeasance, malfeasance, or non-feasance. In addition to the right of the Board to terminate the contract of an employee, the Board or the Superintendent may suspend an employee for a definite period of time (but not to exceed five (5) days where suspension is by the Superintendent) and Board may demote an employee for the reasons set forth in this paragraph. Any action of terminating, suspending or

demoting an employee shall be served upon the employee personally or by certified mail. Employees may either appeal such suspension, demotion, or termination beginning at Step II of the grievance procedure or to the Court of Common Pleas of Geauga County. The use of one remedy shall be to the exclusion of the other.

- D. No employee shall be suspended, demoted, or terminated without just cause, except where the employee's presence on the job represents a clear and present danger to other employees, the student body or the public.
- E. Before suspension of more than five (5) days, demotion, or termination of an employee, pursuant to this section or pursuant to the provisions of ORC 3319.018, the affected employee shall have a right to a hearing before the Board or Superintendent.
- F. Any bargaining unit member may resign his/her contract of employment fifteen (15) days subsequent to the filing of written notice of such termination with the Treasurer.
- G. A person hired exclusively for the purpose of replacing a bargaining unit employee while such employee is on leave of absence is not a bargaining unit member under this Agreement.

#### **ARTICLE 16 – NOTICE OF CONTRACT RENEWAL/NON-RENEWAL**

- A. No later than May 31 of each year, the Board shall give written notice to any bargaining unit member that the Board intends to non-renew for the next school year. If an employee does not receive “notification” or non-renewal by May 31, the employee’s contract is renewed.
- B. For purposes of “notification” associated with contract non-renewal, an employee shall be deemed notified once the Board or its representative has posted the written notification in the U.S. Mail and the envelope has been postmarked May 31 or before and sent certified.

#### **ARTICLE 17 – EVALUATION OF CLASSIFIED EMPLOYEES**

Classified employee evaluations shall be conducted annually not later than June 1. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the immediate supervisor. Evaluations shall be based upon the observation and knowledge of the immediate supervisor. The parties agree that the Assistant Superintendent of Business Affairs may evaluate custodians. The employee shall have the right to review and respond to any evaluation. Each employee shall receive a copy of his/her evaluation. The employer shall keep a full record of each employee's work performance.

#### **ARTICLE 18 – DISCIPLINARY PROCEDURES**

- A. Purpose

Any disciplinary action affecting a classified employee should be administered with the intention of improving the employee's performance. The Board agrees that, whenever possible, a

disciplinary problem shall initially be resolved between the employee and his/her immediate supervisor. In imposing discipline on a current offense, the Board shall not take into consideration any Step 1 through Step 3 offense which occurred more than thirty-six months (3 years) previously or any Step 4 or Step 5 offense which occurred more than sixty months (5 years) previously.

#### B. Privacy

All disciplinary actions and/or verbal reprimands affecting an employee shall be administered in private with the employee and their representative. This language is not intended to have application to constructive criticism, instructions, or direction given to employees by the supervisors.

#### C. Right to Representation

The Board agrees that an Association representative and the OEA Labor Relations Consultant and legal counsel shall be permitted to attend disciplinary meetings. Prior notification shall be given to either party if legal counsel will be present. Legal counsel may be present at Step 3 and Step 4.

Employees may be suspended, demoted, or terminated for violation of written rules and regulations as set forth by the board of education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, possession or abuse of controlled substances as defined in the Ohio Revised Code or any other acts of misfeasance, malfeasance, or nonfeasance.

#### D. Progressive Discipline

1. When an employee is disciplined, a progressive discipline approach will be utilized. Any incident of misconduct and/or neglect of duty will be referred to as an "offense." Progressive discipline does not preclude bypassing lesser disciplinary action in cases of serious and/or overt actions.
2. Disciplinary action shall be commensurate with the employee's offense.
3. Notification of the offense shall be within fifteen (15) working days of the employer/supervisor becoming aware of the offense.
4. All disciplinary forms will be copied to the employee, Association President and OEA Labor Relations Consultant.
5. Disciplinary Action Steps:
  - Step 1 Verbal warning (conference with supervisor in person) Step 1 Form not filed in official file. (Not grievable, but rebuttable)
  - Step 2 Written warning (conference with supervisor in person) Step 2 Form not filed in official file. (Not grievable, but rebuttable)

- Step 3     Written reprimand (conference with representation with supervisor in person)
- Step 4     Suspension with or without pay of one to five days.
- Step 5     Demotion, suspension (with or without pay), or termination as deemed appropriate under the circumstances

- 6. Upon the written request of the employee, written reprimands and/or written documentation will be removed from the employee's personnel file within twenty (20) days after the written request is received, provided that thirty-six (36) months (3 years) have elapsed after the effective date of the discipline for Step 1 through Step 3 offenses or sixty months (5 years) have elapsed after the effective date of any Step 4 or Step 5 offenses.
- 7. No employee shall be suspended or removed without due process except where the employee's presence on the job represents a clear and present danger to the work force, the student body or the public. If a suspension or termination is found to be without merit, the employee shall be compensated for the time between the alleged offense and the determination that the suspension or termination was not appropriate. This determination shall be made as soon as possible after the alleged offense.
- 8. Any suspension shall be for a specific number of consecutive days on which the employee is regularly scheduled to report to work.
- 9. Where the employee feels a suspension, demotion, or termination is discriminatory or unjust the employee, through the Association may appeal such discipline through the Grievance Procedure.
- 10. For all offenses for which an employee is subject to suspension, demotion or termination, the principles of progressive, corrective action shall be employed beginning at the level deemed appropriate for the nature of the offense.
- 11. Employees shall receive a copy of any written reprimand. Notice of suspensions, demotion or termination and the reasons, therefore, shall be sent to the employee within five (5) working days of the action taken.

#### E. Due Process

In the event of any action taken by the Superintendent, on behalf of the Board, to suspend or terminate an employee, the Board or Superintendent shall provide the employee with:

- 1. Written notice of the reason(s) for the suspension or termination, together with the date(s) of the implementation of the suspension or termination;
- 2. The Opportunity for a Hearing before the Superintendent and the Board;
- 3. The employee shall receive written notice via hand delivery or by certified mail, return receipt requested, at least forty-eight (48) hours prior to the hearing;

4. The opportunity to rebut the charges at the hearing or in writing within five (5) working days after the hearing.
5. A written decision within seven (7) working days following the hearing stating the nature of the action to be implemented and the reasons therefor.

## **ARTICLE 19 – PERSONNEL FILES**

- A. An official file containing the following items shall be maintained in the office of the Superintendent of Schools for each classified employee:
  1. Application for employment, including references;
  2. Copy of latest contract, properly signed;
  3. Any applicable certificates;
  4. Required medical records (kept in a separate file);
  5. Records of discipline together with any written replies thereto;
  6. Performance record including evaluations;
  7. Letters of commendation and certificates of award; and
  8. BCII/FBI background checks.
- B. Each item placed in the file that has a negative connotation shall be dated and the employee shall have the opportunity to sign it prior to its entrance therein. Employees may request a copy of any document placed in their file.
- C. The official records are maintained as "open files" and any information may be examined by the employee and witness (employee's choice) to whom it relates upon request for such opportunity. The employee shall be entitled to a copy of such information from his/her individual file.
- D. No anonymous letter, report, or communication shall be included in the employee's file.
- E. To the extent possible, employees will be notified if their file is being reviewed by anyone (this excludes administration) and provided the opportunity to be present, if desired.
- F. Grievances shall not be placed in an employee's personnel file, unless required to document an employment action.

## **ARTICLE 20 – NON-DISCRIMINATION**

- A. No classified employee shall be appointed, reduced, removed, transferred or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, color, ancestry, national origin, religion, or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex, military status, genetic information or disability.

Neither the Board nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not engage in Association activity.

- B. The grievance procedure listed in Article 7 shall be utilized to settle any dispute regarding discrimination through the level of the Superintendent of schools. Any resolution sought beyond the level of the Superintendent with regard to matters of discrimination shall be referred to the U.S. Department of Education, Region V, Office for Civil Rights, Cleveland, Ohio, or State Employment Relations Board (SERB), or the Ohio Civil Rights Commission.
- C. Sexual harassment/harassment procedures shall be addressed through the applicable Board Policies.

## **ARTICLE 21 – SEVERANCE/SEPARATION PAY**

- A. All classified personnel who elect to terminate their employment with the Board by retirement and who have been accepted for retirement by the School Employees Retirement System of Ohio shall be paid a lump sum equal to one-fourth (1/4) of accumulated but unused sick leave days up to a maximum of thirty (30) days, except that those employees who elect to retire within twelve (12) months of the earliest permissible retirement date shall be paid one-third (1/3) of accumulated but unused sick leave up to a maximum of sixty (60) days. Such payment shall be based upon the employee's hourly rate of pay at the time of retirement pursuant to the applicable wage schedule. Severance pay will be remitted upon receipt of certification of retirement from SERS.

The following shall constitute a sliding scale of incentives for accumulated sick leave:

|                      |                    |
|----------------------|--------------------|
| 180 unused sick days | \$1,000 incentive  |
| 200 unused sick days | \$2,000 incentive  |
| 300 unused sick days | \$5,000 incentive  |
| 400 unused sick days | \$10,000 incentive |

- B. Payment of Severance Pay

The Board agrees to implement a 403(b) plan comparable to the plan provided to the Chardon Education Association.

## **ARTICLE 22 – JOB DESCRIPTION**

- A. The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- B. Prior to any change in any job description covered under this Agreement, the Association shall meet with the administration in Support Staff Council to discuss such changes.
- C. Periodically, the Association may review the job descriptions and provide the Superintendent with suggestions for any changes. Within thirty (30) days of the Association's submission of the suggestions, the Superintendent shall schedule a meeting to discuss the desired changes.

## **ARTICLE 23 – BOARD POLICY MANUAL**

The Association shall be provided electronic access to the Board Policy Manual. The Association shall be electronically provided with all revisions and additions so that it may be kept updated. Hard copies may be purchased at cost.

## **ARTICLE 24 – WAGE SCHEDULE**

- A. Schedules:

Employees shall be paid consistent with the salary schedules set forth in Appendix A.

- B. Definitions of Increment and Advancement on Wage Schedule

For the purpose of this Agreement, an increment shall represent one (1) step on the appropriate wage schedule. Each full-time and each regular short-hour employee shall advance one (1) step on the appropriate wage schedule provided they have been employed at least one hundred twenty (120) working days by June 30 of each year until reaching the tenth (10<sup>th</sup>) step of the wage schedule.

- C. Two or More Assignments

Employees will not be eligible for employment with the Board in more than one (1) classification and may not hold or bid on a dual contract. The Superintendent may choose to deviate from this prohibition if he/she determines a dual contract would be in the best interests of the District.

An employee who works in more than one classification shall be paid according to his/her step for the job he/she is doing. Employees shall have preference for additional hours or work assignments in their respective job classifications before such work is assigned to employees in another job classification.

- D. Placement on the Wage Schedule

All newly hired employees who are without prior experience shall be paid an hourly rate equal to

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the first or second step of the applicable wage schedule. Newly-hired employees who possess relevant experience may be placed upon the salary schedule commensurate with their experience at the discretion of the Superintendent.

- E. Payroll deductions, upon authorization of the employee, shall be made for dues, credit union, repurchase of SERS service time, United Way, YMCA dues, insurance premiums, TSA, and any other deductions authorized by Board Policy.
- F. All employees shall be required to use direct deposit to receive their paychecks. Employees will receive electronic notice of payroll-related transactions. Any payroll-related communication will be sent to the employee's district email account.

## **ARTICLE 25 – WAGE CONSIDERATIONS**

### **A. Nine-Month Assignment**

Bus Drivers, Van Drivers, Nutritional Services, Educational Assistants, Medical Assistants, Recess Monitors, Middle School Clerical Assistant, High School Clerical Assistant, Bus Assistant, Service Clerks and Library Secretaries.

Hours appropriate to the positions, except the Middle School Clerical Assistant and the High School Clerical Assistants who shall work seven and one-half (7-1/2) hours per day. The number of working days shall be all student days including legal and Board holidays.

### **B. Ten-Month Assignments**

Elementary Secretaries, Middle School Building Clerk, Guidance Secretary, Elementary Clerical Assistants, High School Secretary-Student Affairs, High School Building Clerk, Dispatcher and Textbook Auxiliary.

Work two hundred twelve (212) days including legal and Board holidays. Length of workday is eight (8) hours per day with a forty (40) hour workweek, except for elementary clerical assistants whose workday shall be four and one quarter (4-1/4) hours per day.

### **C. Twelve-Month Assignments**

High School and Middle School Secretaries, Custodians and Grounds/Maintenance, Maintenance, Garage Maintenance, and Mechanics.

Work two hundred sixty plus (260+) days, eight (8) hours per day with a forty (40) hour workweek. The number of working days includes vacation, legal, and Board holidays.

#### D. Working Hours

Hours directed by immediate supervisor to coordinate with school hours.

All bargaining unit member hours worked shall be accounted for by use of a time clock system.

#### E. Trade Licenses and Certifications

An additional stipend of one hundred seventy-five dollars (\$175.00) plus the annual renewal fee shall be paid annually to those employees who hold a valid license or certification in a trade when such license or certification has been approved by the Administration as eligible for this stipend. Determinations of eligibility for the annual trade license or certification stipend shall remain in the sole discretion of the Administration and such eligibility determinations shall not be grievable.

#### F. ASE Certification

1. The Board will pay for ASE certification(s) or recertification exam(s) if the exam(s) are approved by the Director of Transportation. Mechanics shall receive a one-time payment for ASE certification (up to a maximum of four (4) per year) at one hundred twenty-five dollars (\$125) per initial ASE certification approved by the Director of Transportation. This certification payment applies only in the year the employee takes certification and does not carry over from year-to-year. Once an employee receives \$125 for a specific certification, he/she cannot receive any subsequent payment for the same certification regardless of the circumstances. The Board will pay for the cost of the recertification exam fees.
2. Mechanics with ASE Master Technician status (i.e., has satisfied S1 through S7) shall receive five hundred dollars (\$500) annually. If an employee allows the Master Technician status to lapse, the Board will not provide any additional compensation in Section F.1. above for certifications to regain ASE Master Technician status.

- G. Mechanics who complete, or have completed, diesel-training programs approved by the Board or its designee shall be paid an additional two dollars (\$2.00) per hour. Each mechanic shall be provided training as needed and jointly determined by the mechanic and transportation supervisor and approved by the Superintendent each year on new systems, such as engines, transmissions, and bus computer systems.

#### H. Additional Hours

1. Each elementary secretary, library secretary and elementary clerical assistant shall be given three (3) additional workdays during the summer. These days are to be scheduled with their building administrator prior to the end of each school year.
2. Nutritional Services shall work their regular hours on the teacher workday immediately preceding the first student day at the beginning of the school year.
3. Regularly employed educational assistants shall work three and one-half (3-1/2) hours on

the teachers' workday immediately preceding the first student day at the beginning of the school year and last workday to be scheduled with the teacher and building administrator.

4. Summer School Secretary

The supplemental position of Summer School Secretary at the high school shall be offered to secretarial personnel on a seniority basis to those employees within the building. The summer school secretary shall be paid at the regular hourly rate of his/her contracted position held during the preceding school year.

5. Mechanic Standby Duty

Any mechanic assigned to standby duty during the workweek (Monday through Friday) outside of regularly assigned hours or on a Saturday or Sunday shall receive two hours pay at his/her appropriate hourly rate. Where a mechanic on standby duty is called out on the road (hereinafter known as a road call) to service or repair a Board-owned vehicle, the mechanic shall receive his appropriate rate of pay for all hours spent on road call. In no case shall road call pay be less than two hours at straight time.

I. Conferences

At the discretion of the building principals, secretaries may work conference and/or Open House hours in lieu of the teacher compensatory days. If a secretary works conference and/or Open House hours, it shall not create an overtime or comp time situation.

J. Tool Allowance

Each mechanic shall receive a tool allowance of \$75.00 per month.

K. SERS Pick-Up of Employees' Share for Tax Sheltering

1. The Board shall implement a SERS retirement pickup (tax shelter) in accordance with the direction given by the Treasurer and it shall apply to all compensation paid to employees. On behalf of each employee who is a SERS member, the Board shall pick up (i.e., assume and pay) the contributions required to be made to SERS by each employee subject to the following terms and conditions:
  - a. For each employee, the amount to be picked up by the Board shall be equal to but shall not exceed the amount such employee would otherwise have been required to contribute to SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
  - b. The pickup percentage shall apply uniformly to all bargaining unit members. No employee covered by this provision shall be permitted to waive SERS pick-up by the Board or elect a wage increase or other benefit in lieu of the employee pick-up.

## **ARTICLE 26 – OVERTIME AND ADDITIONAL WORK**

### **A. General Overtime Assignment Provisions**

1. Overtime, extra duty assignments, and temporary assignment shall be offered to regular employees before a substitute is used, except during the breaks when school is not in session (e.g. summer, winter and spring breaks). During these periods of the year, administration may utilize a substitute employee before offering overtime, extra duty or temporary assignments to a regular employee.
2. In those instances where specific certification or ability is needed, the supervisor has the right to request from the Superintendent/designee the ability to issue overtime out of rotation.
3. In case of a dispute, the Superintendent/designee shall rule as to who works overtime. His/her decision shall be final.

### **B. Maintenance Overtime**

1. When the administration determines to utilize a maintenance employee for overtime, maintenance overtime shall be offered to maintenance personnel on a seniority rotation basis to all maintenance employees.
2. The Superintendent/designee shall maintain an overtime rotation list according to department seniority for those employees assigned to the department and will offer overtime on an as-needed basis.

### **C. Secretarial Overtime**

1. When the administration determines to utilize a secretarial employee for overtime or extra duty assignments, such assignments shall be offered to secretarial personnel on a seniority rotation basis to those employees within the building.
2. The principal in charge of the secretarial staff in each building shall maintain the seniority rotation list.

### **D. Custodial Overtime**

1. When the administration determines to utilize a custodial employee for overtime, overtime shall be offered to custodians using the procedure outlined in the following section of this Article.
2. The building administrator shall maintain an overtime rotation list according to building seniority for those employees assigned to the building and will conduct a weekly meeting at a regularly-scheduled day/time for the assignment of overtime shifts for the following week.

#### E. Custodial Overtime Assignment Procedure

1. Overtime assignments shall be made first within the building from the first custodian on the rotation and proceeding to the next succeeding custodian from the one last assigned.
2. Each custodian, present at the meeting, may select any available overtime shift for the upcoming week from the remaining list of available assignments.
3. The rotation selection process will continue until all available overtime shifts have been assigned, or all custodians have rejected an opportunity to select from the available overtime shifts, whichever occurs first.
4. Any available overtime shifts that remain will be offered to district custodians on a seniority rotation basis by the Superintendent/designee.
5. Any available overtime shifts not selected either by building or district custodians may then be assigned to substitute employees.
6. In the case of cancellation of an overtime shift, the affected custodian(s) will receive an additional compensatory shift selection for each canceled overtime shift at the next weekly overtime assignment meeting before the regular seniority rotation is used to assign overtime shifts.

#### F. Activity Cancellation and Building Coverage – Custodial

If an activity is scheduled during a time when a custodian is not on duty, and the services of a custodian are required, he/she shall be paid one and one-half (1-1/2) hours for opening, inspecting, and securing the building.

#### G. Building Security - Custodial

1. The custodial staff is responsible for securing the buildings when they leave.
2. Students shall not be permitted to remain in the building unless under the supervision of an authorized adult.

#### H. Building Inspections - Custodial

1. Building inspections shall occur on an as-needed basis according to operational need, as determined by the Superintendent or designee. However, any weekend day that the building is in use by a group required to file a building use form a building inspection shall be done following the completion of the activity occurring in the building.
2. When a building inspection does occur, custodians shall be paid one and one-half (1-1/2) times their hourly rate to inspect buildings on Saturdays, board holidays, legal holidays and Sundays.

3. Building inspections at the high school are to be one and one-half (1-1/2) hours in length. All other building inspections are to be one (1) hour in length, unless otherwise approved by the Superintendent or designee.

#### I. Payment of Overtime

1. Overtime shall be paid for any hours worked in excess of forty (40) hours worked in a workweek.
2. For the purposes of calculating overtime eligibility, calamity days (Article 8) and Board approved paid holidays (Article 10) occurring during the employee's contractual work year will count as "hours worked." However, any other time spent in active pay status but not actually working (including but not limited to sick, personal, vacation, etc.) shall be excluded.
3. The workweek shall be defined as Saturday to Friday.
4. Overtime rate is defined as one and one-half (1-1/2) times the employee's regular rate of pay. There will be no pyramiding of overtime.
5. A "blended rate," as applicable, will be used when calculating overtime compensation.

### **ARTICLE 27 – TRANSPORTATION (ASSIGNMENT OF DUTIES)**

The Director of Transportation has the authority to develop bus routes, van routes, trips, middays as necessary on behalf of the Chardon Board subject to the Superintendent's approval. Certain routes may be designated as "Van Driver" routes and will be clearly designated as such at the time that routes are determined. Any route designated as such will be posted and may be filled by a CDL-licensed driver in accordance with the established route bidding procedure and then by any driver with van certification. However, should there be less CDL licensed drivers than CDL routes available at bid day, all CDL drivers shall be required to bid on a CDL contracted day. Once the number of CDL drivers exceeds the number of CDL routes, a RIF will occur for van drivers and CDL drivers may bid on the resulting vacant van route(s) by seniority. No CDL-licensed driver who has allowed his/her CDL to expire shall be permitted to drive a van route without Administrator approval.

#### A. Workday/Routes

1. All drivers will bid on a routine workday consisting of driving time, fifteen (15) minutes for pre-trip and time for cleaning, paperwork and refueling. Route segments will be designed around the school calendars associated with that route. The segmented route hours will be determined by the Chardon Schools calendar and then by non CLSD schedules.
2. In addition to routine workdays defined above, the Transportation Director may post flex workday(s), not to exceed eight (8) hours, where start and stop times and midday times could change daily.

3. Routine routes shall be defined as A.M., P.M., preschool, routine vocational education, and other routes which occur on a regularly scheduled basis. Routine routes shall be established by the Board and may consist of one or more route segments.

If a driver has to drive any portion of their a.m. and/or p.m. route, the driver and bus assistant (if an assistant is assigned) shall be paid for a minimum of two (2) hours.

4. Bus drivers and bus assistants shall bid on their respective jobs a minimum of two (2) weeks prior to the opening of school during an evening meeting on the basis of seniority with each contracted hourly day and route being assigned to the successful bidder thereof.

All bus drivers and bus assistants shall possess all necessary qualifications to perform the duties of the position being bid prior to bidding on such routes. However, employees in paid status or on FMLA or sick leave shall be allowed to bid in seniority order.

Bid information shall include the school calendar, hourly route total, hourly route segments, and a street description of the route. Routes must be bid in a minimum segment of A.M. and P.M. unless there are an insufficient number of A.M. and P.M. routes to make a combination.

All special education/child-specific routes will be bid at the actual length of time required for the route. Drivers and bus assistants accepting these special education/child-specific routes shall be paid the actual time of the route. For the purposes of this section, "special education" shall be defined as a route that consists of a majority of special education students.

5. Bus drivers and bus assistants whose routine routes are governed by any non-district school calendar will be paid for the days they work on that calendar only. However, this does not affect the bus drivers' and bus assistants' entitlement to holiday pay pursuant to this agreement.
6. On days when Chardon Local Schools are closed and non CLSD routes are required to run, drivers are responsible for driving that portion of the route. However, this does not affect the bus drivers' and bus assistants' entitlement to holiday pay pursuant to this agreement. Should a driver's work day exceed their contracted hours, the driver will be paid their hourly rate for the additional hours.
7. Route segments are defined as transportation routes that start at the transportation center and proceed to the portal or portals of student pick-up, then to the school building of attendance, and then return to the transportation center. The route may include any number of schools along the way.
8. Route segments which arise and are not part of a pre-existing regular or routine route shall be assigned to drivers who have available contracted time if such route segment does not cause an eligible driver's total regular time to exceed eight (8) hours per day; unless all regular routes are at eight (8) hours a day, in which case the segment shall be made available for bid, by seniority, to all drivers.

9. There shall be a re-bid meeting no later than October 31 of the new school year. If no routes have increased or decreased fifteen (15) minutes or more and if no new routes or segments have been added by October 31 then no rebid meeting will occur.

This re-bid procedure is as follows:

- a. All A.M. and P.M. routes, and all route segments shall be posted at the beginning of the meeting and listed on the board.
  - b. According to seniority all routes are made available, and each driver makes the choice to stay with his/her original route or pick a different one.
  - c. This procedure is repeated until all drivers have the opportunity to re-bid.
  - d. Route changes that occur as a result of this rebid process will not take effect until the Supervisor of Transportation has received updated and accurate route sheets from each driver for each route and route segment. These route sheets are due no later than the rebid meeting.
  - e. The route changes will take effect the second workday after the Transportation Director has all route information from all drivers.
10. After the October 31<sup>st</sup> re-bid, any changes made to a route shall not negatively impact any employee (i.e., dual contracts, etc.) except in situations where increased student enrollment dictates an increase in time that cannot be adjusted. The driver will have the option to waive the overtime or resign from one of the contracts for the remainder of the school year.
  11. Any additional route created after the original bid meeting may be bid on by any driver in order of seniority, regardless of time. Such route shall not put the driver over eight (8) hours per day.

## B. Trips

1. Trips are routes that are not part of the published transportation schedule approved by the Board at the beginning of each school year. These trips shall be driven by drivers on a regular contract unless a regular driver is not available, in which case substitute drivers may then be used.
2. Regular drivers shall be allowed to select trips that occur during their workday. Other regular drivers shall be used to cover the regularly scheduled routes of regular drivers who have been assigned to drive trips, if the trips to be covered do not conflict with such driver's approved scheduled routes.
3. Trip time which overlaps a driver's regular scheduled routine route shall be paid at the driver's regular hourly rate.



4. The Transportation Director shall maintain the seniority list for rotation and a cancellation list for trips.
  - a. Requests for trips shall be received in the office of the Transportation Director for approval.
  - b. Trip requests received that occur after a trip meeting but take effect during the period covered by that trip meeting, shall be assigned in sequential order from the seniority list as they are received. Drivers who are out on any type of leave for the full day will not be able to select a trip. Drivers out on leave only for the morning or afternoon are permitted to select a trip. Drivers placed on the cancellation list will be the first drivers to select trips at the next trip meeting in order of when the trip was canceled.
  - c. A driver may voluntarily trade a trip with another driver with the Transportation Director's approval.
  - d. Trip meetings shall be held at least once per month from August through May. Additional meetings will be held at the discretion of the Transportation Director. The Transportation Director shall supervise the selection of trips and/or convey job-related information at the trip meetings. A driver must be present to receive payment for trip meeting time. Drivers may call in but will not receive payment for the meeting. Drivers must notify the transportation office by 8:00am the day of the trip meeting if they will not be at the trip meeting but wish to be included by phone.
    - i.) Drivers who are out on any type of leave for the full day on the day of a trip meeting will not be permitted to select trips. Drivers out on leave only for the morning or afternoon on the day of a trip meeting are permitted to select trips. However, if a driver is out on any type of leave for the morning and does not return for the afternoon portion of their workday, the driver will forfeit all trips selected during that day's trip meeting. The forfeited trip(s) will be assigned by the transportation director/designee to other drivers in accordance with Article 27, B-4(b) of this agreement.
    - ii.) The Transportation Director shall determine the estimated time frame of trips available for selection during the trip meetings. Pre-trip (if necessary), paperwork, clean-up and gate time will be included in the trip time. A list of trips will be available to drivers twenty-four (24) hours in advance of the meeting.
    - iii.) Trip selections shall be made from the top of the seniority rotation list, moving to the next succeeding driver from the one who made the last selection. This procedure shall be followed to the bottom of the list before moving again to the top. Selection at subsequent meetings will begin with the driver who was eligible to select next at the previous meeting notwithstanding any drivers whose trips were cancelled. If a driver's trip is cancelled that driver will be placed on the cancellation list. Cancellation list drivers will be the first to select trips at the next trip meeting.

- iii.) Based on the current seniority list, the driver up for trip selection may choose any open trip from the provided trip list.
- iv.) All open trips after the bid meeting will be available to substitute drivers or private carriers.
- v.) If a driver cannot be informed of the cancellation of a trip-prior to reporting to work, the driver shall be paid one and one-half (1-½) hours of report pay.
- e. Trips shall be paid at the driver's first step of the contract year per hour.
- f. A driver shall have the option of taking any trip which may otherwise conflict with his/her routine route. However, dual contract drivers shall not have the option of taking any trip over the regular duties in their second contract, subject to B.4.C. of this Article.
- g. Expenses incurred on a trip (i.e. turnpike fees, parking, entrance fees, etc.) shall be borne by the group sponsoring the trip.
- h. If a driver has to turn in their scheduled trip, the driver may find a replacement driver, however, the driver must secure advance approval of the proposed substitution by the Transportation Director. Approval shall not be unreasonably withheld.
- i. A driver "turning back" a selected trip a second time will result in that driver being skipped in the first rotation for the selection of a trip at the next trip meeting, unless the trip was turned in forty-eight (48) hours in advance of the departure time. A list will be posted showing all returned trips per driver. If a driver turns back a trip, the trip will be reassigned using the same procedure as trip requests after a trip meeting. If a driver is able to find a substitute driver approved by the Director of Transportation, the substitution will not qualify as a "turned in" trip for purposes of this provision. Approval shall not be unreasonably withheld.
- j. Bus and van drivers shall drive students on board-owned buses and vans for school sponsored activities. The Board and its agents shall not take any deliberate action to avoid taking a bus when necessary. However, school transportation shall not be required in the following circumstances:
  - 1) When school transportation is not available.
  - 2) Trips involving nine (9) students or fewer who are transported by a van certified driver.
  - 3) When an outside provider is used at no cost to the district and/or is funded by donation.
- k. The bus driver shall be responsible for enforcing all transportation regulations pursuant to Board policy. The bus driver shall not be responsible for students when the bus driver is not driving the bus. The coach, advisor, and/or adult chaperone assigned to the

students for the activity is responsible for the students. Bus drivers shall not be responsible for students if the bus is being used to "house" students during the event. The responsible coach, advisor, and/or adult chaperone must accompany and supervise students on the bus. The bus driver and the coach, advisor, and/or adult chaperone shall confer upon the location and availability of the bus for the duration of the event. The bus driver will be provided time for meals and necessary personal time.

I. Overnight Non-Routine Trips

The driver shall be paid for all driving time to and from the events and only for actual driving time that arises. Overnight accommodations shall be provided for the driver, if necessary, and the driver shall be reimbursed for meal expenses. The driver shall be paid for the time the event is in progress.

C. Driver Trainers

Drivers who wish to be driver trainers shall be certified by the State as on-board instructors. The number of driver trainers shall be determined by the Board or its designee.

Any regular driver who wishes to be considered as a driver trainer must submit a request for consideration in writing no later than the first workday of each school year or upon a vacancy in the position. Drivers do not have to be certified to apply. An interview will be granted to all drivers who have applied for the trainer position.

D. Bus Inspection/Paperwork and Daily Clean-Up of Vehicles

Pre-trip Inspection, paperwork time, daily clean-up and re-fueling of vehicles, will be included in the bid times for all A.M. and P.M. routine routes, but drivers using the same bus in the P.M. will only be expected to complete the inspection once for each day. For any other routine route, trips, pre-trip inspection is only required if the driver is required to change vehicles. Drivers will be required to inspect the vehicle in compliance with Ohio Pupil Transportation Operation and Safety Rules, Ohio State Board Chapter 3301-83-11 and will be provided an inspection list form to be filled out in accordance with these rules.

E. Annual Physicals/Random Drug Tests

Bus drivers and bus assistants shall submit to and satisfactorily pass a physical once every year. The cost of the physical shall be borne by the Board and shall be conducted by Board-approved physicians. Drivers will be paid for one (1) hour for the physical if unable to be done during contracted work day. Drivers will be paid the time for random drug tests for time outside the contracted day.

F. When a shortage of substitute drivers occurs, regular drivers may be required to double-up or drive alternate routes as assigned by the Director of Transportation. If the route time exceeds the driver's contracted work day, the driver will be requested to take the route and shall be paid for additional time that exceeds their contracted work hours. The assignment of routes is at the sole discretion of the Director of Transportation. All contracted classified employees who substitute as

a bus or van driver to transport in emergencies outside of their contracted hours will be compensated at their current rate of pay or bus driver base rate of pay, whichever is greater.

- G. School bus drivers who have experienced a prolonged period of sick leave of 10 days or more and have been treated by a physician shall provide a letter to the Superintendent or his designee from the physician stating that the driver is qualified to resume work as a school bus driver. The Board shall also have the right to refer a school bus driver who has experienced a prolonged period (10 days or more) of sick leave to a physician of its choosing and at its costs to determine if the driver is qualified to resume work as a school bus driver.
- H. Lead Mechanic

The Director of Transportation shall designate, with the approval of the Superintendent, one mechanic to be a lead mechanic. Any such designation shall be made annually prior to the opening of school in September.

Any regular mechanic who wishes to be considered for this position must submit a request for consideration in writing no later than August 1 of each year or upon vacancy of the position. An interview will be granted to all mechanics that have applied for the lead mechanic position.

Employees who have applied for the position shall be given written, specific reasons for not being awarded the lead mechanic position upon their written request.

All mechanics will be trained on the fuel management system in case of absence of the Lead Mechanic.

## **ARTICLE 28 – CLASSIFICATION PAY**

### **A. Temporary Replacement in Different Classification**

1. When a regular employee temporarily replaces an employee who holds a higher job classification, such regular employee shall receive the rate of pay of the higher classification on the same step of his/her current job classification, until such time as the regular employee returns.

"Higher Classification" shall mean any classification for which wage schedules are set out in Appendix A other than the classification to which the employee is assigned by his/her individual contract, and which has an hourly rate greater than the rate of the classification to which the employee is assigned by his contract.

2. Employees with an hourly rate greater than the position being replaced shall receive the higher hourly rate for temporary replacement.

### **B. Substitute Work during Non-Scheduled Work Hours**

Employees, who perform substitute work in the district during winter or spring break or any other

time during their non-scheduled work hours (excluding summer months), shall be paid at either their regular rate of pay or the rate of pay for the position substituted, if that pay is higher. During summer months, the employees will be paid at \$1.00 above the District-established external substitute rate, if out of their classification.

C. Seasonal Work

Nine (9) or ten (10) month employees who are hired to work in the district during the summer months or during winter or spring break shall be paid at the Board approved rate. When the Board deems it necessary to hire seasonal help during any of these time periods, one of the seasonal help positions shall be offered to a nine (9) or ten (10) month employee of the classified staff. The Board shall post the availability of the position no later than May 15. The Board shall have the sole discretion to select the nine (9) or ten (10) month employee who will fill any such position on an annual basis. Consistent with current practice, the Board shall determine the duties, hours and schedule of the position, each of which may fluctuate based upon the daily needs of the district.

**ARTICLE 29 – EDUCATIONAL ASSISTANTS AND  
CHILD-SPECIFIC EDUCATIONAL ASSISTANTS**

A. Classification

Educational assistants and child-specific education assistants (CSEAs) shall be deemed separate classifications for the purposes of this Agreement.

B. Work Day

1. All regular Educational Assistants (not including CSEAs) will be contracted based on student needs but will be contracted for no less than a minimum of six and one-half ( 6-1/2) hours per day. CSEAs shall work the hours required to serve the best interests of the child(ren) they serve.
2. Daily starting and ending times for EAs and CSEAs will be flexible and determined by administration to ensure maximum student contact time.

C. Notification of Assignment

Educational Assistants and CSEAs will be notified of their tentative assignments for the next school year by the end of each current school year. Tentative assignments are subject to change. When a change of assignment takes place for a CSEA, the Board shall make its best efforts to provide five (5) workdays of advance notice of the proposed change. Upon receipt of the notice, the affected CSEA(s) may request and shall be granted a meeting with the Superintendent or his/her designee within five (5) workdays of the request. Upon request, reasons for the change shall be provided to the employee. The employee may have an Association representative present at such meeting.

#### D. Assignment of CSEAs

The Board shall have the right to assign Child-Specific Educational Assistants (CSEAs) based on the interests of the affected student as determined by the administration. In reaching that decision the administration may consider: (1) the child's specific educational, social, emotional and personal needs; (2) the requirements of the child's IEP or 504 plan, if applicable; (3) the CSEA's specific training and qualifications required to adequately serve the student; (4) experience in the position; and (5) consistency serving that specific child or similarly situated children. This provision shall supersede any conflicting provision of this Agreement, including any posting and bid procedure, reduction in force or seniority provision.

If a CSEA is tentatively denied a position based on physical qualifications, the employee shall have the right to demonstrate he/she is able to satisfy the physical requirements of the position.

#### E. Training

All EAs and CSEAs shall receive in-service training for first aid and crisis prevention, on an as needed basis, which shall be paid for by the Board. Employees will be paid at their regular rate of pay for attendance at the in-service training.

#### F. Child-Specific Educational Assistants

CSEAs shall work three and one-half (3-½) hours prior to the beginning of the school year for the purposes of orientation to their assignment for the school year. This time shall be mutually coordinated and agreed upon between the building principal and the CSEA. If a CSEA is transferred to a new assignment during the course of a school year, the CSEA will be provided one (1) hour of time for the purposes of orientation to the new assignment.

#### G. Educational Assistants First/Last Teacher Workday

Regularly employed educational assistants (not including CSEAs) shall work three and one-half (3-1/2) hours on teachers' first workday immediately preceding the first student day of the school year and last workday to be scheduled with the teacher and building administrator.

#### H. CSEA Substitute Opportunity

If a CSEA's student(s) is absent on a specific day, the employee will report to work and work their contracted hours in a position assigned by the building administrator. The substitute position may be in another building. CSEAs working under another district's calendar, will substitute for any absence in the district for which they are qualified on days they are not working upon the employee notifying Central Office of their availability.

#### I. Summer Benefits Continuation of CSEAs

For eligible classroom Educational Assistants and for eligible Child-Specific Education Assistants who are on a continuing contract or have received a reasonable assurance that they will return for the following school year, the Board will continue health care coverage throughout the summer

months. Eligibility for benefits will be defined by and subject to Article 14, Insurance. Employees who have been non-renewed or reduced in force shall not be entitled to continue coverage beyond the date of the non-renewal or reduction in force. Coverage during the summer months shall be subject to the same level of monthly contributions from employees.

J. CSEA Salary Schedule

CSEAs shall be paid at the same rate/longevity as Educational Assistants.

### **ARTICLE 30 – WORKERS' COMPENSATION**

- A. All classified employees are covered by the Worker's Compensation Act of Ohio, in the case of injury or death incurred while fulfilling their respective employment obligations.
- B. When an employee incurs an injury while fulfilling their respective employment obligations, the employee shall complete an Employee Accident Report and report the injury to his/her supervisor, within twenty-four (24) hours of the injury or as soon as possible.
- C. Injured employees shall have the option to use accumulated sick leave, Family and Medical Leave Act of 1993, Medical Leave or compensation reimbursement through the Bureau of Worker's Compensation. The chosen leave shall dictate the benefit reimbursement level for which each employee is entitled.

### **ARTICLE 31 – EMPLOYEES' LOCKERS**

Employees shall be provided with an area capable of being locked in which to store personal belongings during their working hours.

### **ARTICLE 32 – SHIFT DIFFERENTIAL**

- A. All second shift personnel will receive a forty-cent (\$.40) per hour shift differential for all hours worked, regardless of the shift actually worked. With the exception of the period from the close of schools in June through the opening of the next school year, second shift employees who are temporarily assigned to the day shift or first shift shall receive shift differential pay for the forty (40) hours of such assignment regardless of its ultimate duration.
- B. All third shift personnel will receive a sixty-cent (\$.60) per hour shift differential for all hours worked, regardless of the shift actually worked. With the exception of the period from the close of schools in June through the opening of the next school year, third shift employees, who are temporarily assigned to the day shift or first shift, shall receive shift differential pay for the forty (40) hours of such assignment regardless of its ultimate duration.

- C. First shift employees are not eligible for shift differential. First shift employees only will receive regular wages (as well as any applicable overtime) regardless of the shift actually worked by such employees.
- D. Employees who have earned shift differential pay for one hundred twenty (120) days or nine hundred sixty (960) hours, whichever is greater, during the previous contract year shall receive vacation pay at their shift differential rate.

### **ARTICLE 33 – REPORT PAY**

When an employee is asked to report to work other than at a regularly scheduled time and that report work is canceled without one-half hour's notice to such employee prior to the time of reporting, such employee shall receive two (2) hours pay at the appropriate hourly rate.

When an employee reports to work and work is canceled without one-half hour's notice to such employee prior to the time of reporting, such employee shall receive two (2) hours pay at their appropriate hourly rate.

### **ARTICLE 34 – MILEAGE**

Any employee required in the normal course of duties to use his/her private vehicle shall be reimbursed at the IRS rate.

### **ARTICLE 35 – DISTRIBUTION OF COPIES**

The Board agrees to print this agreement and provide the Association the appropriate number of copies of the ratified Agreement for distribution by the Association. The cost of the printing shall be shared equally by the Board and the Association. The Association shall have the right of approval of the format of the Agreement, printer and cost.

### **ARTICLE 36 – SENIORITY PROVISIONS**

- A. Length of continuous service as a classified employee, whether short-hour or full-time, shall be measured from the starting date as stated in the employee's initial contract.
- B. District seniority shall be defined as the uninterrupted length of continuous service.
- C. In cases of Board approved leaves, the employee's seniority rights shall be continued.
- D. Any employee who resigns from the employment of the Chardon Local School District, and who is reinstated within thirty (30) days, shall be granted all prior seniority rights.
- E. For purposes of bidding, transfer, lay-off, recall from lay-off, or reduction in force, the seniority provisions above shall be applied to all employees.



- F. Two seniority lists shall be established by the Board; A district seniority list and a classification seniority list. The classification seniority shall contain a list of the members broken down by classification and containing both their classification seniority and district seniority dates.

Each seniority list shall be provided on or about September 30 of each year to the President of the Association. The Association shall have ten (10) working days to verify the accuracy of such lists. Revised seniority lists shall be provided to employees by October 30.

- G. Seniority Tiebreaker Process.

For the purposes of determining seniority throughout the Agreement, if two (2) or more employees have the same District seniority, seniority will be determined as follows:

1. The earliest date of classification seniority, and then by:
2. The earliest date of Board action to hire employee, and then by:
3. The earliest date of employment application with the District.

If any ties in seniority remain after applying the criteria above, seniority will be determined by a coin flip in the presence of the Association President or his/her designee.

### **ARTICLE 37 – JOB POSTING AND BID PROCEDURES**

- A. When a permanent vacancy in a job classification is to be filled, notice of the vacancy shall be provided by email to all employees and posted in all buildings for a period of five (5) working days. If the vacancy is not to be filled, CACE shall be notified and provided reasons as to why the vacancy will not be filled within five (5) days of the vacancy. Vacancies will be posted within five (5) working days of the vacancy or the time of receipt of written notification. Any qualified employee may request the vacant position in writing within six (6) working days of the first day of posting. Positions posted for bid shall be filled within fifteen (15) working days of posting or upon the vacancy. In selecting the replacement employee, the Board shall apply the following formula.
1. If employees who meet the posted qualifications request the position in writing within six (6) working days of the first day of posting the notice, the most senior employee within the same job-classification seniority date shall be awarded the posted position.
  2. If the position is not filled by an employee within the same job classification, it shall be awarded to any other qualified employee within the bargaining unit, who has timely requested the position in writing, with the highest district seniority.
  3. For qualified bidders within the same job classification, the highest seniority date shall be determined from the job-classification seniority lists. For other qualified employees who are not within the same job classification as the posted position, the highest seniority date shall be determined from the District Seniority list.
  4. Any employee awarded a position through this procedure shall serve a probationary period of forty (40) working days. Upon request by the probationary employee within his/her first

(20) working days, he/she shall receive a written advisory and mid-term evaluation from his/her immediate supervisor. If such employee's performance is not satisfactory, the employee shall be assigned his/her former position at the wage rate earned prior to his/her appointment to the vacancy.

5. All employees who are transferred must work for nine (9) months in the new position before bidding upon another position unless the transfer is promotional (i.e., increase in wages and/or hours) or unless no other bargaining unit member bids on the position.
6. Where qualified laid-off employees, whose names have not been stricken from the reinstatement list, worked before lay-off in the same job classification as that in which a permanent vacancy is to be filled, they shall be offered the permanent vacancy before the posting and bidding procedures of this Article shall apply.
7. Nothing in this collective bargaining agreement shall preclude an employee from bidding on a position in another classification.

### **ARTICLE 38 – REDUCTION IN FORCE**

- A. 1. When by reason of decreased enrollment of pupils, return to duty of regular classified employees after leaves of absence, or by reason of suspension of schools, lack of funds, abolishment of positions, or territorial changes affecting the district, the Board decides it will be necessary to reduce the number of employees, it may make a reasonable reduction. The Board shall determine in which job classifications the lay-off should occur and the number of employees to be laid off. In the job classification of lay-off, employees on non-continuing contracts shall be laid off before any employee in that job classification employed under a continuing contract is laid off.
2. When it becomes necessary to lay off employees for any of the reasons stated above, affected employees shall be laid off within the affected job classification according to district seniority with the least senior employee laid off first.
3. Any employee affected by such a reduction may displace according to district seniority a less senior employee in the following order.
  - a. Within the same classification.
  - b. Within the classification the employee held prior to holding the classification from which the employee was laid off.

Any employee electing to displace a less senior employee shall be notified within five (5) working days after receipt of notification when a displacement/bumping meeting will be held.

Any affected employee in the bargaining unit may request transfer into another department, after having received a notification of lay-off, should a vacancy becomes available in such other department and if it is determined by the Superintendent or his/her designee that the employee requesting transfer has the necessary skills, experience and proper certification

for the position requested. Employees who transfer pursuant to this provision shall be governed by the transfer provisions of Article 12. Employees transferring in lieu of layoff will not vacate their recall rights as specified in this Article.

4. The employees who are affected by a lay-off shall be notified in writing a minimum of thirty (30) calendar days prior to the effective date of lay-off. The President shall be notified five (5) calendar days prior to employee notification of the positions and employees affected.
5. The names of employees who are laid off shall be placed on a reinstatement list for a period of three (3) years from the effective date of lay-off except that if any laid-off employee is offered reinstatement to a position with hours comparable to the previously held position and refuses such position more than two times his/her name shall be stricken from the list.
6. Lay-off with respect to an employee shall mean a termination of such person's employment subject to the right of such employee to be recalled to employment if, and when, the District has need for the services previously performed by the laid-off employee. For the purpose of this Agreement, no lay-off shall be deemed to have occurred unless evidenced by a reduction in force.
7. Recall Rights
  - a. Laid off employees shall be recalled by seniority to the classification, assuming the employee remains qualified and able to perform the duties of the position. Specifically, the most senior laid off employee shall be the first to be recalled.
  - b. If qualified and able to perform the duties of the position, an employee may opt to accept a position within the same classification at less hours and/or pay.
  - c. Upon recall, an employee shall be given notice at his/her last known address by certified mail. It shall be the employee's responsibility to keep the Board advised of his/her address. The employee shall be given seven (7) calendar days to accept such an offer and shall be granted a minimum of fourteen (14) calendar days from the date of receipt of the recall notice to report to work.
  - d. An employee's recall rights expire upon any of the following occurrences: (1) retirement under any Ohio State Retirement System, (2) resignation, (3) refusal of a comparable position offered to the individual or (4) the three-year recall period has expired.

## **ARTICLE 39 – TUITION WAIVER FOR CLASSIFIED EMPLOYEES**

Any employee seeking to enroll his/her non-resident child shall complete the necessary open enrollment paperwork. Any non-resident classified employee's child who is accepted to attend any grade in the Chardon Local School District shall attend without payment of tuition, via open enrollment. A child is defined as "a natural or adopted dependent child" (including a stepchild) for whom the classified employee is the natural parent or guardian and in whose household the child resides.

## **ARTICLE 40– SUCCESSOR**

- A. In the event that a merger, consolidation, or reorganization of any type results in employees of a different school district being employed by this Board, the terms and conditions of this Contract shall be binding on those employees being transferred to this school district.
- B. Before any merger, consolidation, or reorganization is effectuated, the Board shall notify the Association, in writing at least sixty (60) days in advance or as soon as possible of any contemplated merger, consolidation or reorganization.
- C. The employees covered by this Agreement shall not suffer loss of benefits provided herein as a result of any merger, consolidation, or reorganization whether effected voluntarily or by operation of law.

## **ARTICLE 41– MEDICATION/NURSING DUTIES**

- A. Medical Assistants will be required to distribute medication to students or perform nursing duties in the absence of/unavailability of the school nurse.

The District will make a good faith effort to staff Medical Assistant positions. However, if a Medical Assistant position is not filled, secretaries, building clerks or clerical assistants may be required to distribute medication to students or perform nursing duties in the absence and/or unavailability of the school nurse and Medical Assistant.

- B. No support staff will be required or expected to distribute medication or to perform any duties in the absence of the school nurse without training.
- C. The following employees: bus drivers, bus assistants, nutritional services, education assistants, child-specific educational assistants, recess monitors, and secretarial staff shall be in-serviced by the school nurse or designee on life threatening situations that may occur (i.e., bee stings, seizures, diabetic reactions, etc.).
- D. The following employees: bus drivers, bus assistants, nutritional services, education assistants, child-specific educational assistants, monitors, and secretarial staff, shall be provided with a copy of the confidential health history for students at the beginning of each school year.

## **ARTICLE 42 – WAGES AND LONGEVITY**

- A. Any employee who has completed fourteen (14) years of continuous service with the Chardon Local School District by July 1 or January 1 of each contract year shall be paid an additional twenty cents (\$.20) per hour.
- B. Any employee who has completed nineteen (19) years of continuous service with the Chardon Local School District by July 1 or January 1 of each contract year shall be paid an additional forty cents (\$.40) per hour.

- C. Any employee who has completed twenty-five (25) years of continuous service with the Chardon Local School District by July 1 or January 1 of each contract year shall be paid an additional sixty cents (\$.60) per hour.
- D. All employees currently receiving salary adjustments through their advancement on the salary schedule are to continue receiving the salary adjustment.

#### **ARTICLE 43 – LEAD MAINTENANCE**

One maintenance employee shall be approved by the Superintendent to be a lead maintenance person. Any regular maintenance employee who wishes to be considered for this position must submit a request for consideration in writing no later than August 1 of each year or upon vacancy of the position. An interview will be granted to all maintenance personnel that have applied for the lead maintenance position.

Employees who have applied for the position shall be given written, specific reasons for not being awarded the supplemental contract, upon their written request.

#### **ARTICLE 44 – BARGAINING UNIT WORK**

- A. 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.
- B. It is agreed that there may be occasions when management can provide additional help to assist with bargaining unit work as long as it doesn't have a negative impact on any bargaining unit member.

#### **ARTICLE 45 – TRAINING STIPEND**

Any person, other than driver trainers, asked to train another person in a new position shall be paid at his/her appropriate rate of pay plus a one dollar (\$1.00) per hour stipend for each hour of training. Training time shall be assigned and approved by the immediate supervisor in advance. (Driver trainers shall be paid at the appropriate rate of pay.)

## ARTICLE 46 – TERMS OF AGREEMENT

- A. This agreement supersedes and cancels all previous agreements, oral or written or based on alleged past practices, between the Board and Chardon Association of Classified Employees (CACE) and constitutes the entire agreement between the parties.
- B. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement. The Board and CACE acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and CACE voluntarily waive during the life of this Agreement said rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subjects are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this Agreement.
- C. The Board and CACE do hereby adopt this negotiated Agreement for the term July 1, 2025, and through June 30, 2028.

### FOR THE CHARDON LOCAL SCHOOLS BOARD OF EDUCATION

BY: [Signature] 4-2-24  
President Date

BY: [Signature] 4-2-24  
Superintendent Date

BY: [Signature] 4.2.24  
Treasurer Date

### FOR THE CHARDON ASSOCIATION OF CLASSIFIED EMPLOYEES (CACE)

BY: [Signature] 4-2-24  
President Date

BY: [Signature] 4-2-24  
Labor Relations Consultant Date

BY: [Signature] 4.2.24

**CACE FACTORS**  
**CHARDON LOCAL SCHOOLS**  
**Salary Index**

BASE

| STEP | HEAD<br>CUSTODIAN | CUSTODIAN | KITCHEN<br>ASST,ELEM<br>CASHIER-<br>MON | CAFÉ<br>MONITOR,<br>RECESS<br>MONITOR | SECRETARIES,<br>BUILDING<br>CLERK,<br>GUIDANCE SEC | EDUCATIONAL<br>ASSISTANT, HEALTH<br>AIDE, VAN DRIVER,<br>CLERICAL<br>ASSISTANTS,<br>LIBRARY SECRETARY | BUS<br>ASSISTANTS | MAINTENANCE,<br>MECHANICS, BUS<br>DRIVERS | LEAD<br>MAINTENANCE,<br>LEAD MECHANIC |
|------|-------------------|-----------|---|---------------------------------------|--|---|-------------------|---|---------------------------------------|
| 0    | 1.41              | 1.32      | 1.15                                    | 0.99                                  | 1.31   | 1.29  | 1.26              | 1.52                                      | 1.71                                  |
| 1    | 1.46              | 1.36      | 1.19                                    | 1.03                                  | 1.36   | 1.33  | 1.31              | 1.57                                      | 1.77                                  |
| 2    | 1.50              | 1.40      | 1.23                                    | 1.06                                  | 1.40   | 1.38  | 1.35              | 1.62                                      | 1.82                                  |
| 3    | 1.55              | 1.45      | 1.27                                    | 1.09                                  | 1.44   | 1.42  | 1.39              | 1.67                                      | 1.87                                  |
| 4    | 1.59              | 1.49      | 1.30                                    | 1.12                                  | 1.49   | 1.46  | 1.43              | 1.71                                      | 1.93                                  |
| 5    | 1.64              | 1.53      | 1.34                                    | 1.16                                  | 1.53   | 1.50  | 1.47              | 1.76                                      | 1.98                                  |
| 6    | 1.67              | 1.55      | 1.36                                    | 1.17                                  | 1.54   | 1.52  | 1.48              | 1.78                                      | 2.00                                  |
| 7    | 1.69              | 1.56      | 1.37                                    | 1.18                                  | 1.56   | 1.53  | 1.49              | 1.80                                      | 2.02                                  |
| 8    | 1.72              | 1.58      | 1.38                                    | 1.19                                  | 1.58   | 1.55  | 1.49              | 1.82                                      | 2.04                                  |
| 9    | 1.74              | 1.59      | 1.40                                    | 1.20                                  | 1.59   | 1.56  | 1.50              | 1.84                                      | 2.06                                  |
| 10   | 1.77              | 1.61      | 1.41                                    | 1.22                                  | 1.61   | 1.58  | 1.51              | 1.85                                      | 2.08                                  |

## APPENDIX A – SALARY SCHEDULES

3/4/2024

### CACE SCHEDULE CHARDON LOCAL SCHOOLS 25-26

| BASE |  | \$14.26   |   | Schedule change and 2.6% Increase     |   |   |                   |   |                                       |
|------|--|-----------|---|---------------------------------------|---|---|-------------------|---|---------------------------------------|
| STEP | HEAD<br>CUSTODIAN,<br>GROUNDS /<br>MAINTENANCE | CUSTODIAN | KITCHEN<br>ASST,ELEM<br>CASHIER-<br>MON | CAFÉ<br>MONITOR,<br>RECESS<br>MONITOR | SECRETARIES,<br>BUILDING<br>CLERK,<br>GUIDANCE SEC,<br>DISPATCHER | EDUCATIONAL<br>ASSISTANT (CSEA),<br>VAN DRIVER,<br>CLERICAL<br>ASSISTANTS, LIBRARY<br>SECRETARY | BUS<br>ASSISTANTS | MAINTENANCE,<br>MEDICAL<br>ASSISTANTS,<br>MECHANICS, BUS<br>DRIVERS | LEAD<br>MAINTENANCE,<br>LEAD MECHANIC |
| 0    | 20.06  | 18.76     | 16.42                                   | 14.17                                 | 18.72   | 18.37   | 18.02             | 21.66   | 24.39                                 |
| 1    | 20.79  | 19.44     | 17.02                                   | 14.68                                 | 19.39   | 19.04   | 18.67             | 22.45   | 25.27                                 |
| 2    | 21.43  | 20.03     | 17.52                                   | 15.11                                 | 19.98   | 19.63   | 19.21             | 23.12   | 26.01                                 |
| 3    | 22.05  | 20.61     | 18.05                                   | 15.54                                 | 20.56   | 20.21   | 19.81             | 23.77   | 26.70                                 |
| 4    | 22.74  | 21.26     | 18.59                                   | 16.00                                 | 21.21   | 20.83   | 20.41             | 24.42   | 27.48                                 |
| 5    | 23.40  | 21.85     | 19.15                                   | 16.49                                 | 21.80   | 21.45   | 20.99             | 25.16   | 28.26                                 |
| 6    | 23.75  | 22.07     | 19.34                                   | 16.66                                 | 22.02   | 21.66   | 21.09             | 25.41   | 28.55                                 |
| 7    | 24.11  | 22.29     | 19.54                                   | 16.83                                 | 22.24   | 21.88   | 21.20             | 25.67   | 28.83                                 |
| 8    | 24.47  | 22.51     | 19.73                                   | 16.99                                 | 22.46   | 22.10   | 21.31             | 25.92   | 29.12                                 |
| 9    | 24.83  | 22.74     | 19.93                                   | 17.16                                 | 22.69   | 22.32   | 21.41             | 26.18   | 29.41                                 |
| 10   | 25.21  | 22.97     | 20.13                                   | 17.33                                 | 22.91   | 22.54   | 21.52             | 26.44   | 29.70                                 |



**CACE SCHEDULE  
CHARDON LOCAL SCHOOLS  
26-27**

| BASE |  | \$14.63   |   | 2.6% Base Increase Included           |   |  |                   |   |                                       |
|------|--|-----------|---|---------------------------------------|---|--|-------------------|---|---------------------------------------|
| STEP | HEAD<br>CUSTODIAN,<br>GROUNDS /<br>MAINTENANCE | CUSTODIAN | KITCHEN<br>ASST,ELEM<br>CASHIER-<br>MON | CAFÉ<br>MONITOR,<br>RECESS<br>MONITOR | SECRETARIES,<br>BUILDING<br>CLERK,<br>GUIDANCE SEC,<br>DISPATCHER | EDUCATIONAL<br>ASSISTANT (CSEA),<br>VAN DRIVER,<br>CLERICAL<br>ASSISTANTS,<br>LIBRARY<br>SECRETARY | BUS<br>ASSISTANTS | MAINTENANCE,<br>MEDICAL<br>ASSISTANTS,<br>MECHANICS, BUS<br>DRIVERS | LEAD<br>MAINTENANCE,<br>LEAD MECHANIC |
| 0    | 20.58  | 19.25     | 16.85                                   | 14.54                                 | 19.20   | 18.85  | 18.49             | 22.22   | 25.02                                 |
| 1    | 21.33  | 19.95     | 17.46                                   | 15.06                                 | 19.90   | 19.53  | 19.16             | 23.03   | 25.93                                 |
| 2    | 21.99  | 20.55     | 17.97                                   | 15.50                                 | 20.50   | 20.14  | 19.71             | 23.72   | 26.69                                 |
| 3    | 22.62  | 21.15     | 18.52                                   | 15.95                                 | 21.10   | 20.74  | 20.32             | 24.39   | 27.40                                 |
| 4    | 23.33  | 21.81     | 19.07                                   | 16.42                                 | 21.76   | 21.37  | 20.94             | 25.06   | 28.20                                 |
| 5    | 24.01  | 22.42     | 19.65                                   | 16.92                                 | 22.37   | 22.00  | 21.53             | 25.81   | 29.00                                 |
| 6    | 24.37  | 22.64     | 19.85                                   | 17.09                                 | 22.59   | 22.22  | 21.64             | 26.07   | 29.29                                 |
| 7    | 24.73  | 22.87     | 20.04                                   | 17.26                                 | 22.82   | 22.45  | 21.75             | 26.33   | 29.58                                 |
| 8    | 25.10  | 23.10     | 20.24                                   | 17.44                                 | 23.05   | 22.67  | 21.86             | 26.60   | 29.88                                 |
| 9    | 25.48  | 23.33     | 20.45                                   | 17.61                                 | 23.28   | 22.90  | 21.97             | 26.86   | 30.18                                 |
| 10   | 25.86  | 23.56     | 20.65                                   | 17.79                                 | 23.51   | 23.13  | 22.08             | 27.13   | 30.48                                 |

**CACE SCHEDULE  
CHARDON LOCAL SCHOOLS  
27-28**

| BASE |  | \$15.01   |  | 2.6% Base Increase Included           |   |  |                   |   |                                       |
|------|--|-----------|--|---------------------------------------|---|--|-------------------|---|---------------------------------------|
| STEP | HEAD<br>CUSTODIAN,<br>GROUNDS /<br>MAINTENANCE | CUSTODIAN | KITCHEN<br>ASST,ELEM<br>CASHIER -<br>MONITOR | CAFÉ<br>MONITOR,<br>RECESS<br>MONITOR | SECRETARIES,<br>BUILDING<br>CLERK,<br>GUIDANCE SEC,<br>DISPATCHER | EDUCATIONAL<br>ASSISTANT (CSEA),<br>VAN DRIVER,<br>CLERICAL<br>ASSISTANTS,<br>LIBRARY<br>SECRETARY | BUS<br>ASSISTANTS | MAINTENANCE,<br>MEDICAL<br>ASSISTANTS,<br>MECHANICS, BUS<br>DRIVERS | LEAD<br>MAINTENANCE,<br>LEAD MECHANIC |
| 0    | 21.12  | 19.75     | 17.29  | 14.91                                 | 19.70   | 19.34  | 18.97             | 22.80   | 25.67                                 |
| 1    | 21.88  | 20.46     | 17.92  | 15.45                                 | 20.42   | 20.04  | 19.66             | 23.63   | 26.60                                 |
| 2    | 22.56  | 21.08     | 18.44  | 15.90                                 | 21.03   | 20.66  | 20.22             | 24.34   | 27.38                                 |
| 3    | 23.21  | 21.70     | 19.00  | 16.36                                 | 21.65   | 21.28  | 20.85             | 25.02   | 28.11                                 |
| 4    | 23.94  | 22.37     | 19.57  | 16.84                                 | 22.32   | 21.93  | 21.49             | 25.71   | 28.93                                 |
| 5    | 24.63  | 23.00     | 20.16  | 17.36                                 | 22.95   | 22.58  | 22.09             | 26.49   | 29.75                                 |
| 6    | 25.00  | 23.23     | 20.36  | 17.54                                 | 23.18   | 22.80  | 22.21             | 26.75   | 30.05                                 |
| 7    | 25.38  | 23.47     | 20.57  | 17.71                                 | 23.41   | 23.03  | 22.32             | 27.02   | 30.35                                 |
| 8    | 25.76  | 23.70     | 20.77  | 17.89                                 | 23.64   | 23.26  | 22.43             | 27.29   | 30.65                                 |
| 9    | 26.14  | 23.94     | 20.98  | 18.07                                 | 23.88   | 23.49  | 22.54             | 27.56   | 30.96                                 |
| 10   | 26.53  | 24.18     | 21.19  | 18.25                                 | 24.12   | 23.73  | 22.65             | 27.84   | 31.27                                 |

**Chardon Local Schools**  
**HDHP (HSA Compatible) Medical Plan Options**

| Benefit   | CURRENT 2022 - HDHP Plan  |   | HDHP - Effective Jan 1, 2023  |   | HDHP - Effective Jan 1, 2024  |   | HDHP - Effective Jan 1, 2025  |   |
|---|---|---|---|---|---|---|---|---|
|   | Network   | Non-Network   | Network   | Non-Network   | Network   | Non-Network   | Network   | Non-Network   |
|   | Calendar Year   |   | Calendar Year   |   | Calendar Year   |   | Calendar Year   |   |
| Deductible  | \$2,000/\$4,000   | \$3,000/\$6,000   | \$2,000/\$4,000   | \$3,000/\$6,000   | \$2,000/\$4,000   | \$3,000/\$6,000   | \$2,000/\$4,000   | \$3,000/\$6,000   |
| Deductible Type   | AGGREGATE: The entire Family Deductible must be met before the Plan starts to pay. The entire Family Out-of-Pocket Maximum must be met before the plan starts to pay at 100%. |   | AGGREGATE: The entire Family Deductible must be met before the Plan starts to pay. The entire Family Out-of-Pocket Maximum must be met before the plan starts to pay at 100%.                   |   | AGGREGATE: The entire Family Deductible must be met before the Plan starts to pay. The entire Family Out-of-Pocket Maximum must be met before the plan starts to pay at 100%.                   |   | AGGREGATE: The entire Family Deductible must be met before the Plan starts to pay. The entire Family Out-of-Pocket Maximum must be met before the plan starts to pay at 100%.                   |   |
| Coinsurance   | 100%  | 80%/20%   | 100%  | 80%/20%   | 100%  | 80%/20%   | 100%  | 80%/20%   |
| Coinsurance Limit   | \$0/\$0   | \$1,000/\$2,000   | \$0/\$0   | \$1,000/\$2,000   | \$0/\$0   | \$1,000/\$2,000   | \$0/\$0   | \$1,000/\$2,000   |
| OOP Accumulations   | Integrated - Out-of-Pocket amounts incurred for a non-network provider also apply to the network deductible limits and vice versa.  |   | Integrated - Out-of-Pocket amounts incurred for a non-network provider also apply to the network deductible limits and vice versa.  |   | Integrated - Out-of-Pocket amounts incurred for a non-network provider also apply to the network deductible limits and vice versa.  |   | Integrated - Out-of-Pocket amounts incurred for a non-network provider also apply to the network deductible limits and vice versa.  |   |
| Maximum Out-of-Pocket   | \$2,500/\$5,000<br>(includes deductible, coinsurance, medical and Rx copays)  | \$4,000/\$8,000   | \$2,500/\$5,000<br>(includes deductible, coinsurance, medical and Rx copays)  | \$4,000/\$8,000   | \$2,500/\$5,000<br>(includes deductible, coinsurance, medical and Rx copays)  | \$4,000/\$8,000   | \$2,500/\$5,000<br>(includes deductible, coinsurance, medical and Rx copays)  | \$4,000/\$8,000   |
| Inpatient Services  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Office Visits - Diagnostic  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Chiropractic  | 100% after deductible<br>100 visits per year  | 80% after deductible  | 100% after deductible<br>24 visits per year   | 80% after deductible  | 100% after deductible<br>24 visits per year   | 80% after deductible  | 100% after deductible<br>24 visits per year   | 80% after deductible  |
| Occupational, Physical, Speech Therapy  | 100% after deductible<br>90 visits combined per year  | 80% after deductible  | 100% after deductible<br>75 visits combined per year  | 80% after deductible  | 100% after deductible<br>75 visits combined per year  | 80% after deductible  | 100% after deductible<br>75 visits combined per year  | 80% after deductible  |
| On-Demand Virtual Telemedicine  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Diagnostic Tests/Lab /X-Ray   | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Diagnostic Endoscopic Services  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Oral Surgical Services (Surgery & Assist Surgeon)                                 | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Emergency Use of ER   | 100% after deductible   | 100% after deductible   | \$100 copay after deductible<br>Waived if Admitted  |   | \$100 copay after deductible<br>Waived if Admitted  |   | \$100 copay after deductible<br>Waived if Admitted  |   |
| Non-Emergency Use of ER and Non-Emergency Physician                               | 100% after deductible   | 50% after deductible  | 50% after deductible  |   | 50% after deductible  |   | 50% after deductible  |   |
| Urgent Care   | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  | 100% after deductible   | 80% after deductible  |
| Routine Preventive and Wellness Services in accordance with State and Federal Law | 100%<br>(not subject to deductible)   | 80% after deductible  | 100%<br>(not subject to deductible)   | 80% after deductible  | 100%<br>(not subject to deductible)   | 80% after deductible  | 100%<br>(not subject to deductible)   | 80% after deductible  |
| Prescription Drug   | Rx Copays After Deductible  | You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you based on the Allowed Amount, minus the Prescription Drug Copayment or Coinsurance, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement. | Rx Copays After Deductible  | You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you based on the Allowed Amount, minus the Prescription Drug Copayment or Coinsurance, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement. | Rx Copays After Deductible  | You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you based on the Allowed Amount, minus the Prescription Drug Copayment or Coinsurance, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement. | Rx Copays After Deductible  | You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you based on the Allowed Amount, minus the Prescription Drug Copayment or Coinsurance, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement. |
| Retail Copays - 30 Days Supply  | \$5 Generic<br>\$20 Preferred Brand<br>\$40 Non-Preferred Brand   |   | \$10 Generic<br>\$20 Preferred Brand<br>\$40 Non-Preferred Brand  |   | \$10 Generic<br>\$25 Preferred Brand<br>\$60 Non-Preferred Brand  |   | \$10 Generic<br>\$25 Preferred Brand<br>\$60 Non-Preferred Brand  |   |
| Mail Order Copays - 90 Days Supply  | \$12.50 Generic<br>\$50 Preferred Brand<br>\$100 Non-Preferred Brand  |   | \$25 Generic<br>\$50 Preferred Brand<br>\$125 Non-Preferred Brand   |   | \$25 Generic<br>\$62.50 Preferred Brand<br>\$150 Non-Preferred Brand  |   | \$25 Generic<br>\$62.50 Preferred Brand<br>\$150 Non-Preferred Brand  |   |
| Specialty Drugs - 30 Days Supply  | Based on Applicable Tier  |   | Based on Applicable Tier  |   | Based on Applicable Tier  |   | Based on Applicable Tier  |   |
|   | Generic Incentive: When a Generic is available and the member chooses a Brand. Member pays Brand copay plus the difference in cost between the Generic and the Brand.         |   | Generic Incentive: When a Generic is available and the member chooses a Brand. Member pays Brand copay plus the difference in cost between the Generic and the Brand. <b>Regardless of DAW.</b> |   | Generic Incentive: When a Generic is available and the member chooses a Brand. Member pays Brand copay plus the difference in cost between the Generic and the Brand. <b>Regardless of DAW.</b> |   | Generic Incentive: When a Generic is available and the member chooses a Brand. Member pays Brand copay plus the difference in cost between the Generic and the Brand. <b>Regardless of DAW.</b> |   |