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AGREEMENT

Between the

EUCLID CLASSIFIED ASSOCIATION
OEA/NEA

And the

EUCLID CITY SCHOOLS
BOARD OF EDUCATION

2011-2013

EUCLID BOARD OF EDUCATION

Barry Sweet, President
Kay F. Van Ho, Vice-President
Angela Lisy
Kent Smith
Donna Sudar

ADMINISTRATION

Dr. Joffrey P. Jones, Superintendent
Dr. Andrea Celico, Assistant Superintendent
Stephen Vasek, Treasurer
Ken Clickenger, Business Manager

Fordyce Building
651 E. 222 Street
Euclid, OH 44123-2000
216/261-2900

EUCLID CLASSIFIED ASSOCIATION

OFFICE	NAME	SCHOOL	SCHOOL PHONE
President	Jim Rowe	Custodian	797-4503
Vice-President	Luther Gordon	Transportation	797-7600
Secretary	Jan Nebe	Lincoln	797-4253
Treasurer	Allen Black	Skilled Trades	797-7840

Chlo Leidy, Labor Relations Consultant
5804 Heisley Road
Mentor, OH 44060-1832
Office Phone: 440/639-1300 or 1-800-686-4228

TABLE OF CONTENTS

ARTICLE 1. RECOGNITION AND DEFINITIONS 1

A. Recognition 1
B. Definitions 2

ARTICLE 2. NEGOTIATION PROCEDURE 6

A. 1. Notice to Negotiate 6
2. Initial Meeting; Submission of Proposals 6
B. Meetings 6
C. Negotiation Representatives 6
D. Tentative Agreement 6
E. Impasse Procedure 7
F. Employee Relations Meetings 7

ARTICLE 3. GRIEVANCE PROCEDURE 8

A. Definition 8
B. Step 1: Informal Procedure 8
C. Step 2 8
D. Step 3 8
E. Step 4: Arbitration 9
F. Time Limits 9
G. Expedition of Grievances 10
H. Record Keeping 10
I. Rights to Representation 10
J. Attendance at Grievance Meetings 10
K. Protected Activity 10
L. Services 11

ARTICLE 4. ECA RIGHTS 12

A. ECA Payroll Deductions 12
B. Fair Share Fee 13
C. ECA Meetings 15

D. Mail Service/Mailboxes 15
E. Bulletin Boards 15
F. Facilities/Equipment 15
G. Board Meeting Agenda/Minutes 15
H. ECA Reports 15
I. Membership Identification 16
J. ECA Leave 16
K. ECA Business on District Property 16
L. Bargaining Unit Roster 16
M. Professional Respect 16

ARTICLE 5. BOARD RIGHTS 17

ARTICLE 6. EMPLOYMENT PRACTICES 18

A. Contract of Employment 18
B. Bargaining Unit Work 18
C. Skilled Tradesman and General Trades Maintenance 18
D. Personnel Files 19
E. Disciplinary Action 20
F. Complaints 21
G. Probationary Period 21
H. Employee Evaluation 22
I. Reduction in Force 22
J. Vacancies 24
K. Transfers 25
L. Reassignments 28
M. Mandatory Training Program 29
N. Drug Testing 29
O. Training Sessions 30
P. Assistant Custodial Training and Promotion Program 30
Q. Fee Reimbursements 31
R. Job Descriptions 32
S. Assignments for Medical Reasons 32

ARTICLE 7. EMPLOYMENT CONDITIONS 33

A. School Closing 33

B. Work Year/Work Hours 34
C. Work Day 36
D. Furlough Days..... 36
E. Employee Health and Safety 36
F. Bomb Search 37
G. Identification Cards 37
H. Uniforms 37
I. Equipment Allowance..... 37

ARTICLE 8. LEAVES, HOLIDAYS, AND VACATIONS 39

A. Absence and Tardiness 39
B. Jury Duty/Court Leave 39
C. Family and Medical Leave Act Leave 40
D. Sick Leave 40
E. Medical Leave of Absence 41
F. Sick Leave Donations 42
G. Assault Leave 42
H. Military Leave 45
I. Personal Leave 45
J. Parental Leave of Absence 46
K. Maternity/Paternity/Adoption Leave of Absence 47
L. Professional Leave 48
M. Return from Leave..... 48
N. Paid Holidays 48
O. Vacation Benefits 49

ARTICLE 9. TRANSPORTATION 53

A. Transportation Department 53
B. Transportation Bidding Procedures 55
C. Early Release Days 58
D. Extra Work 59
E. Field Trips 59
F. Transportation – Hours of Service – Miscellaneous Information 63
G. Relief Bus Driver/Bus Aide 64
H. Bus Driver/Trainer 65
I. Van Driver and Van Aide Classifications 66

ARTICLE 10. COMPENSATION, VACATION, HOLIDAYS 69

A. Employee Pay Schedules 69
B. Salary Payments 69
C. Minimum Call-in – 2 Hours 69
D. Severance Retirement Pay 69
E. Shift Differential 70
F. Overtime 70
G. Longevity Program 72
H. Mileage; Other Expense Reimbursement 73
I. Educational Increments 73
J. Admission to School Events 75
K. Payroll Deductions 75
L. Direct Deposit of Paychecks 76
M. Mandatory Meetings 76
N. Criminal Background Checks 76

ARTICLE 11. INSURANCE 77

A. Medical Benefits 77
B. Term Life/AD & D Insurance 84
C. Insurance Booklets and Contracts 84
D. Coverage During Unpaid Leave 85

ARTICLE 12. EFFECTS 86

A. Entire Agreement Clause 86
B. Non-Discrimination 86
C. Severability 86
D. Authority of Agreement 86
E. Individual Contracts 86
F. Printing and Distribution 86
G. Duration 88

APPENDICES 89

Appendix A Grievance Form 89
Appendix B Deemed Qualified Classifications Chart 90
Appendix C Hourly Rate Schedules 91

ARTICLE 1. RECOGNITION AND DEFINITIONS

A. Recognition

The Board recognizes the Euclid Classified Association OEA/NEA (ECA) as the exclusive negotiations representative of all 12-month employees (full time and part time) and school year employees (full time and part time) in the following positions or classifications: All service and maintenance personnel employed by the Euclid City School District, including the following positions or classifications: Custodians, Assistant Custodians, Assistant Custodial Trainees, Mobile Custodian, General Cleaners, Mobile Relief Cleaners, Child Development Center Building Service, Auxiliary Building Service, General Building Maintenance, General Trades Maintenance, Grounds Maintenance, Heavy Equipment Operator, Skilled Tradespersons, General Trades Maintenance/Laundry, Mail Driver, Laundryman, Bus Drivers, Bus Aides, Lunch Run Driver, Relief Bus Driver/Bus Aide, Assistant Foremen, Van Driver, Van Aide, and other positions or classifications included on the maintenance and operations classified employees' salary schedule, which positions and classifications shall be considered as a combined single bargaining unit. The foregoing positions and classifications shall be exclusive of employees holding confidential and supervisory positions. Confidential and supervisory positions shall be defined to include supervisors and foremen. These positions include:

1. Supervisor of Food Service

2. Supervisor of Buildings and Grounds

3. Supervisor of Transportation

4. Electrical Foreman

5. Carpenter Foreman

6. Grounds Foreman

7. Assistant Transportation Supervisor

8. Warehouse Foreman

9. Supervisor of Security

10. Supervisor of Data Processing

11. Heating and Maintenance Foreman

B. Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

1. Employee: Any employee in the bargaining unit defined in Article 1., Section A. of this Agreement.

2. Day: A calendar day.

3. Workday: Any Monday through Friday when the central administration office is open for regular business, excluding recognized holidays.

For employees newly hired into the Mobile Custodian position during the 2010-2011 school year and thereafter, the following criteria shall apply, along with a job description:

(a) the Mobile Custodian shall report to the Euclid High School;

(b) the Mobile Custodian shall work five consecutive days;

(c) during the school year, the Mobile Custodian shall work from Saturday through Wednesday, working second shift Monday through Wednesday and day shift on Saturdays and Sundays;

(d) during the summer, the Mobile Custodian shall work from Tuesday through Saturday (no Sundays), working day shift on all days;

(e) the Mobile Custodian is eligible for overtime work and shall be placed on the Overtime Rotation List; and

(f) the Mobile Custodian is eligible to assist/fill in at the Fordyce and/or Benjamin Franklin buildings. The Supervisor of

Buildings and Grounds shall assign work to the Mobile Custodians as needed.

4. Immediate Supervisor: The supervisor or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. The immediate supervisors, unless indicated otherwise in writing to ECA, are either the Transportation Supervisor or the Building Operations Supervisor. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the ECA. This does not limit the responsibility of other employees for distributing daily assignments or reporting on their completion.

5. Superintendent: The Superintendent of the Euclid City School District or his/her designated representative. Unless the Superintendent indicates otherwise, the designated representative is the Business Manager.

6. ECA: The Euclid Classified Association OEA/NEA.

7. Board: The Board of Education of the Euclid City School District.

8. District: The Euclid City School District.

9. District Seniority: "District seniority" shall be defined as the uninterrupted length of continuous service as an employee, computed from the employee's regular start date. Substitute service is not included, except as provided below regarding tie-breaking. The time spent on any unpaid leave in excess of thirty (30) days, will not be included, although district seniority accrued previously will not be lost. Employees on Workers' Compensation leave shall accrue district seniority while on leave.

   a. Bus Driver, Bus Aide, Relief Driver/Bus Aide, Van Driver, or Van Aide Classifications

      In the case of a bus driver, bus aide, relief driver/bus aide, van driver, or van aide, the computation for district seniority shall be based on the actual hours of the route bid as of October 15 for morning (AM), mid-day, and afternoon (PM) assignments and

this computation shall be considered the employees' regularly scheduled hours.

b. Breaking Ties

In the event two or more employees have the same hire date, the employee having substitute service in the district in any capacity will be considered the employee with the greater district seniority. If both employees' substitute service dates are the same, the applications used to hire the employees will be reviewed and the employee with the earlier application date will be considered the employee with the greater district seniority. If both employees' application dates are the same or if one or both application dates are unavailable, the employee with greater district seniority will be determined by the flip of a coin in the presence of the affected employees, the ECA President, and the Superintendent.

c. Less Than Full Time

Other than 12-month, full-time employees, district seniority shall be calculated in fractional equivalents to the eight-hour employee (i.e., a six-hour employee carries 3/4 district seniority). Only regularly scheduled hours are considered. This district seniority calculation is applied only to less than full-time employees bidding on a full-time position in another classification.

d. District Seniority List

All employees shall be placed on a district seniority list within their area or areas of classification. A copy of the district seniority list and updates thereto shall be maintained current and shall be provided to the ECA President no less frequently than on October 15 and March 1 of each year and to any employee upon request.

e. Beyond Work Day

Service rendered beyond the normal workday for the classification will not be counted toward district seniority.

10. Types of employees:

    a. 12-month full-time employees are those working 37-1/2 hours or more per week (1,950 hours per year) on a 12-month contract.

    b. 12-month part-time employees are those working less than 37 hours per week on a 12-month contract.

    c. School year full-time employees are those with 9- or 10-month contracts working for 37-1/2 hours or more per week.

    d. School year part-time employees are those with a 9- or 10-month contract working less than 37 hours per week.

    The change from defining bargaining unit members as 12-month, short year, full time, and short hour in the 2008-2010 Collective Bargaining Agreement to 12-month, school year, full time, and part time in this 2010-2012 Collective Bargaining Agreement is a housekeeping change that does not alter any term or condition of employment.

ARTICLE 2. NEGOTIATION PROCEDURE

A. 1. Notice to Negotiate

If either party to this Agreement wishes to negotiate changes in wages, hours, or other terms and conditions of employment, they shall notify the other party, in writing, of such intent not later than April 1 of the calendar year during which this Agreement is due to expire. Notification in writing from the ECA shall be served upon the Superintendent, and from the Board shall be addressed to the President of the ECA.

2. Initial Meeting; Submission of Proposals

After receipt of such notice, but not later than April 15 unless the parties agree mutually to meet at a later date, an initial meeting will be held at which time the party requesting negotiations will submit in writing all of its proposals and the other party will submit in writing all its proposals. Thereafter, additional items shall not be submitted by either party, unless the other party consents thereto.

B. Meetings

Meetings shall be closed to the press and public.

C. Negotiation Representatives

Neither party shall attempt to exert any control over the selection of the negotiation representatives of the other party. Neither party shall have more than five (5) members of the bargaining team plus one (1) outside consultant.

D. Tentative Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement. Final agreement reached through negotiations shall be reduced to writing and submitted to ECA members and to the Board by their respective representatives for ratification. Upon such ratification, two copies of the final agreement shall be signed by the

representatives of each party, one copy to be kept by ECA and one copy to be kept by the Board.

E. Impasse Procedure

Either party may declare impasse at any time during negotiations whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation shall constitute the parties' mutually agreed upon dispute settlement procedure and shall operate in lieu of any and all the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

F. Employee Relations Meetings

Representatives of the Board and ECA shall meet monthly on the second Monday of the month at 3:00 p.m. for the purpose of reviewing the administration of this Agreement and to resolve other problems that may arise. Neither party shall bring more than three (3) representatives to the meeting, except with the agreement of the other party. If a Transportation issue is on the Agenda, a transportation employee's, designated by the ECA President, route shall be covered so he/she can participate in the meeting if possible. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than two days prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement.

ARTICLE 3. GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by an employee or ECA that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be processed as set forth in this Article.

B. Step 1: Informal Procedure

An employee who believes that the basis exists for a grievance shall discuss the grievance with his/her immediate supervisor informally. After the meeting, the employee and the immediate supervisor shall put in writing and sign a statement documenting the date of the meeting, the basis of the grievance, and the resolution reached, if any.

C. Step 2

If the informal discussion in Step 1 does not effect a satisfactory disposition of the grievance, ECA may submit the grievance in writing on the Grievance Form, completed in full, found in Appendix A, to the Business Manager within twenty (20) workdays of the date the employee could reasonably have known of the act, event, or occurrence giving rise to the grievance. The Business Manager shall arrange for a meeting with ECA to take place within ten (10) workdays after receipt of the grievance. The Business Manager shall provide ECA with his/her written disposition of the grievance within five (5) workdays after the conclusion of the meeting.

D. Step 3

If the disposition of the grievance by the Business Manager is not acceptable, or if the disposition is not provided within the time limit, ECA may submit the grievance to the Superintendent within ten (10) workdays after the receipt of the disposition of the Business Manager or within ten (10) workdays after the meeting in Step 2, whichever is later. The Superintendent shall arrange for a meeting with ECA to take place within ten (10) workdays of receipt of the grievance. The Superintendent shall provide a written disposition of the grievance to ECA within five (5) workdays of the meeting.

E. Step 4: Arbitration

If the disposition of the grievance by the Superintendent is not acceptable, or if the disposition is not provided within the time limit, ECA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within twenty (20) workdays after the receipt of the disposition of the Superintendent or within twenty-five (25) workdays after the meeting in Step 3, whichever is later. ECA shall then, within ten (10) workdays of such notice of intent, request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association.

1. Decision of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to, subtract from, nor amend the terms of this Agreement.

2. Costs of Arbitration

The expenses of witnesses and representatives for either side shall be paid by the party producing such witnesses or representatives. The fees and expenses of the Arbitrator shall be paid by the losing party. If it is not readily apparent who is the loser, then as the Arbitrator may direct.

3. Transcripts

Should either party desire a transcript of the arbitration proceedings, that party shall bear the full cost for the transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

F. Time Limits

The time limits set forth in this procedure may be extended only by mutual agreement of the parties. The parties agree that every reasonable effort will be made to expedite the grievance process. If ECA does not submit a grievance to the next step within the time limit, the grievance is deemed withdrawn, unless the time limit is extended by mutual agreement.

G. Expedition of Grievances

A grievance may be submitted initially at Step 2 in a case where the immediate supervisor is without authority to grant the relief sought, or where the grievance arises from the action or inaction of an administrator above the level of immediate supervisor. A grievance may be submitted initially at Step 3 in a case where the Business Manager is without authority to grant the relief sought, or where the grievance arises from the action or inaction of the Superintendent or from a specific Board of Education resolution. A grievance that may be submitted initially at Step 3 must be filed within the usual Step 2 deadline.

H. Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

I. Rights to Representation

Each party shall have the right to representation of its choosing at all levels of the grievance procedure. For ECA, this representation includes the ECA President, ECA Grievance Chair, and OEA Labor Relations Consultant. Each party shall have the right to have present at such meeting such witnesses as it deems necessary.

J. Attendance at Grievance Meetings

An employee whose presence is required at any grievance meeting described in this Article shall be made available for such meeting without loss of pay or leave. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit of the grievance meeting shall be extended to such time that such person(s) can be present. Under normal circumstances, such extension should not exceed five (5) workdays.

K. Protected Activity

An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.

L. Services

Inasmuch as the Board has agreed to arbitrate disputes arising from this Agreement, the ECA agrees that employees may not withhold their services over such disputes unless allowed specifically by this Agreement or by law.

ARTICLE 4. ECA RIGHTS

A. ECA Payroll Deductions

Payroll deduction of annual fees, assessments, and contributions shall be provided to ECA by the Board without cost in accordance with the following procedure.

1. Authorization/Deduction Schedule

Upon written assignment authorization of the employee on forms provided by ECA, the Board shall make the authorized annual deduction in equal prorated amounts from two (2) paychecks of the employee each month beginning with the second paycheck received after the start of each school year or with the next paycheck received after such authorization, whichever is later, and continuing through the paycheck received for the first payroll period ending in June of each year.

2. Continuing Deduction

Such authorization shall continue in effect from year to year unless revoked by the employee between July 1 and July 15 of any year. A copy of such revocation shall be provided both to the Board and to ECA.

3. Remittance of Deductions

The deductions shall be remitted to ECA on each pay date. The remittance, at ECA's option, may be deposited directly to a designated financial institution, made available for pickup at the Board office by designated ECA representatives, or be sent to ECA by U.S. mail.

4. Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number (unless the employee does not consent), and amount of deduction. Upon mutual written agreement of ECA and the Board Treasurer, (1) the report may be transmitted to ECA electronically and (2) the report may show

additions, deletions, and any other changes, all reconciled against the previous report totals.

5. Notice of Change in Amount

ECA shall give written notice to the Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

6. Inapplicability

The authorization and revocation forms described in this Article shall be inapplicable for employees paying the fair share fee.

B. Fair Share Fee

Any employee who is not an ECA member shall pay to ECA a fair share fee as a condition of employment (subject to applicable fair share fee laws) and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of ECA.

1. Effective Dates

This provision shall be effective on the beginning date of employment for employees. The actual effective date of payroll deduction of the fair share fee shall be provided in written notice to the Board Treasurer by ECA.

2. Method of Payment

The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of ECA. The deduction shall be in accordance with the procedures specified in Section A. of this Article. The deduction shall commence in accordance with the effective date of this provision unless the Board Treasurer receives written notice from ECA that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by ECA.

3. Procedure for Rebate

The ECA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the ECA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

4. Indemnification of Board

ECA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. ECA shall also pay any judgment or settlement achieved in such cases. ECA shall provide the attorney to represent the Board and ECA in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives ECA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

a. The Board agrees to (1) give full and complete cooperation and assistance to ECA and its counsel at all levels of the proceeding, (2) permit ECA or its affiliated organizations to intervene as a party if it so desires, and/or (3) to not oppose ECA or its affiliated organizations' application to file briefs amicus curiae in the action;

b. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

C. ECA Meetings

ECA shall be allowed to hold meetings in District buildings for its official membership meetings at reasonable times and places with no charge to ECA, provided that such meetings shall not disrupt normal school operations nor interfere with other use of the buildings scheduled previously.

D. Mail Service/Mailboxes

ECA shall be allowed use of the Board inter-school mail service, including delivery to employee mailboxes, for ECA communications to and from employees. ECA shall be provided a mailbox at the work location of the ECA President or his/her designee.

E. Bulletin Boards

ECA shall be allowed to post notices and other information regarding ECA activities and concerns on available employee bulletin boards at each work site.

F. Facilities/Equipment

ECA shall be allowed, after notice to a building administrator, to use photocopying machines, audio-visual equipment, facsimile machines, and telephones for official ECA business at all reasonable times when such items are not otherwise in school use. Supplies necessary for the use of such equipment shall be provided by or paid for by ECA.

G. Board Meeting Agenda/Minutes

ECA shall be provided a copy of the full public agenda and minutes of each Board meeting, the same as that provided to other bargaining agents.

H. ECA Reports

ECA shall be allowed to present brief reports and announcements during staff meetings, if approved by the appropriate administrator or supervisor, provided that such approval shall not be withheld unreasonably.

I. Membership Identification

ECA members shall be allowed to wear and otherwise display appropriate pins or other identification of membership in ECA.

J. ECA Leave

Upon written authorization to the Superintendent by the ECA President, an employee shall be granted leave with pay and without loss of other leave for the purpose of conducting ECA business. Such leave shall not exceed three (3) workdays in the aggregate during any fiscal year.

K. ECA Business on District Property

Duly authorized representatives of ECA shall be permitted to meet with employees to transact official ECA business on District property at reasonable times which shall normally be during off-duty or a recognized break, provided that such activity shall not interfere with or disrupt normal Board operations.

L. Bargaining Unit Roster

ECA shall be provided a current bargaining unit roster annually. Such roster shall be provided on March 1 of the current school year and shall include the following information about each bargaining unit member, listed alphabetically by the member's name: home address, home telephone, job assignment.

M. Professional Respect

Employees and supervisors shall treat one another with professional respect. If an interaction is expected to be contentious or becomes contentious, employees and supervisors shall make efforts to conduct or move the meeting to a private area, out of the presence of other employees, students or members of the public.

ARTICLE 5. BOARD RIGHTS

ECA recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. Except as agreed otherwise in this Agreement, the Board retains all of the rights and responsibilities of public employers as set forth in Section 4117.08 (C) of the Ohio Revised Code.

ARTICLE 6. EMPLOYMENT PRACTICES

A. Contract of Employment

July 1 through June 30 shall constitute a contract year for all employees. The Board shall, by July 1 of each year, provide each employee a notice stating the employee's hourly rate, the amount of earned vacation for that year, and contract status as to 9-month, 10-month, or 12-month. An annual calendar shall accompany each notice for each classification showing the number of days to be worked, the number of paid holidays and what they are, as well as the other times the employee in that classification will be off.

B. Bargaining Unit Work

The Board shall enter no agreement with a private concern nor with another governmental unit, nor with any person to provide services that are being provided by current employees if such agreement would result in a current employee being placed on layoff status or losing his/her job.

C. Skilled Tradesman and General Trades Maintenance

1. Skilled Tradesman

Employees assigned to the following positions shall be classified as skilled tradespersons upon meeting the requirements of this Section: plumbers, electricians, mechanics, printers, carpenters/skilled trades maintenance, painters, and heavy equipment operators.

A skilled trades classification employee employed before May 1, 2001, shall not be assigned to the second or third shift. A skilled trades classification employee employed after May 1, 2001, may be assigned to work the second or third shift.

The requirements are that an employee possess evidence of:

a. recognized state and local qualifications to hold the position of journeyman, or

b. a journeyman card; or

c. approved and completed school courses or, if provided, comparable local training and experience directly related to the particular trades may be used as credit toward the skilled classification.

2. After the ninety (90) calendar day probationary period for skilled tradesmen, skilled tradesmen will be placed at the top wage step of the skilled tradesmen classification.

3. General Trades Maintenance

The General Trades Maintenance classification is described in the job description for the position. The job descriptions shall be reviewed and revised by 30 days after the ratification date of this Agreement.

D. Personnel Files

1. There shall be no more than one (1) personnel file maintained for each employee. The personnel file will be maintained in an administrative office designated by the Superintendent or his or her designee. An employee's immediate supervisor may maintain a temporary personnel file which will be purged annually.

2. All employees shall have the right to view their complete file in compliance with the Chapter 1347 ORC. Upon request, an employee shall be provided a copy of any document in the employee's personnel file without charge.

3. Materials concerning an employee's conduct, performance, or service may be placed in the employee's file after the employee has been permitted to read the material and has been informed in writing that the item will be placed in the employee's file. The employee shall acknowledge that he/she has read such material by affixing his/her signature and date on the copy to be filed. His/her signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its content. If the employee refuses to sign, a dated note to that effect will be attached to the material filed.

4. By mutual agreement of the employee and the Superintendent or his or her designee, material that has been found inappropriate or inaccurate shall be removed from the employee's file.

5. An employee shall be permitted to place material in his/her file in answer to material already placed in his/her file. Answers shall be attached to the related materials in his/her file.

6. Materials placed in the employee's file must be identified in such a manner that the author and the person placing the material in the file are known.

7. All entries into the personnel file shall be dated as to entry (beginning May 2001).

8. Confidential personal information in the nature of medical information is not subject, absent court order, to release as a public record without the employee's permission.

E. Disciplinary Action

Disciplinary actions shall be defined as warnings, reprimands (oral and written), suspensions (with or without pay), and discharge. It is understood that discipline shall only be issued for just cause and applied in a progressive/corrective fashion, except serious misconduct. An employee who is disciplined must be disciplined within fifteen (15) workdays in which the employer knew or should have known of the events upon which the discipline is based or within fifteen (15) workdays of the completion of an investigation, whichever is later, unless the parties agree mutually to extend the deadline. Such agreement shall not be unreasonably withheld. At the time the discipline is issued, the employee who is disciplined shall be given a written notice stating the reason for the disciplinary action. The affected employee will be informed of his/her right to have a union representative present at any disciplinary hearing.

In imposing discipline on a current charge, the Board will not take into account any prior warnings or reprimands which occurred more than twenty-four (24) months previously. Nor will the Board take into account any prior suspensions which occurred more than thirty-six months previously. All previous warnings or reprimands twenty-four months or older shall be removed from the employee’s personnel record upon request by the employee, and all previous suspensions thirty-six months or older shall be removed from the employee’s personnel record upon request by

the employee. The time period begins with the occurrence of the warning, reprimand or suspension.

It is important that employee complaints of unjust discipline be processed promptly; therefore, all such disciplinary action can be reviewed through the grievance procedure beginning at Step 2. This appeal by the affected employee shall be the sole and exclusive remedy available.

A copy of all written notices of discipline of unit members shall be sent to the ECA President.

F. Complaints

Any discipline of an employee on the basis of a complaint by someone other than Board supervisory/administrative personnel may occur only after the matter is reported in writing to the employee and the employee has had the opportunity to discuss the matter with his/her immediate supervisor. The employee shall be entitled to have present at such conference an ECA representative.

G. Probationary Period

All employees who are new to employment with the Board or who transfer to a different classification, for any reason, shall be subject to probationary period of ninety (90) calendar days. Anyone bidding back into their previous position within the same bidding period will not be subject to a probationary period. The purpose of this period is to evaluate the performance of new hires or to evaluate assignment of regular employees to new classifications. Procedures shall be as follows:

1. The first evaluation of the employee's performance should be conducted by the immediate supervisor no sooner than thirty (30) calendar days after the employee has begun the assignment. The immediate supervisor will prepare a written evaluation of the employee's performance and review the written evaluation with the employee.

2. Should the evaluation be unsatisfactory, the immediate supervisor will contact the Superintendent or his or her designee to discuss the evaluation. The Superintendent or his or her designee may, in his/her discretion, discharge the employee, in the case of a new hire;

return the employee to his/her previous assignment, in the case of an employee who has transferred from another assignment; or prepare a corrective action plan describing the performance deficiencies and the steps necessary to improve performance.

3. A second evaluation is to occur within the probationary period, following the same procedures (1) and (2) as for the first evaluation.

4. An employee's probationary period may be extended upon agreement with the ECA President and/or ECA officer. Said agreement shall be acknowledged by the ECA President and/or ECA officer in writing.

H. Employee Evaluation

The performance of each employee shall be evaluated no less frequently than annually for employees in the first year of employment or in the first year assigned to a new position. The evaluation shall not be written and administered by a bargaining unit member.

I. Reduction in Force

A Reduction in Force (RIF) is the elimination of or reduction of a bargaining unit position. In the event that the Board finds it necessary to engage in a reduction in force of bargaining unit positions, it shall follow the procedures and rules set forth in this Section.

1. Notice to ECA

Before any reduction in force may occur, the ECA President shall be notified in writing by the Superintendent or designee of the intended layoff, the reason for the layoff, the names of all positions to be eliminated and all employees to be laid off, and the effective date of the layoff. The Superintendent shall notify the ECA President who the designee is thirty (30) days prior to the written notice. Such notice shall be provided no later than ten (10) workdays before the Board meeting at which the Superintendent will recommend a reduction in force. ECA shall be allowed to address the Board, at the option of ECA, either in public or closed session, before action may occur on the Superintendent's recommendation of a reduction in force.

2. Attrition

The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign whenever possible, or whose employment is ended for other reasons.

3. Notice to Employee

Any employee to be laid off shall be notified of the layoff in writing by the Superintendent no later than twenty (20) workdays before such layoff may become effective. Such notice may not occur before the Board has approved the Superintendent's recommendation for a reduction in force.

4. Layoff

Layoffs shall be implemented by overall district seniority within each classification. The employee with the least overall district seniority in the classification to be reduced shall be laid off. The employee to be laid off shall bump an employee with the least district seniority (who also has less district seniority than the bumping employee) in a classification with the same hourly wage or a lower hourly wage or the next lower hourly wage from a different classification than the one from which he/she was laid off. The employee must be qualified to work in this classification either 1) in accordance with Appendix B Qualified Classifications Chart) or 2) by having previously held the position to be bumped on a regular, non-substitute basis in the District. Additionally, the employee must hold the appropriate license and/or certification required by law or by the job description to perform the work.

5. Recall

Any vacancy in a bargaining unit position shall be filled by the senior qualified employee on lay-off status after the provisions of Section L. of this Article and its subsections have been implemented. “Qualified” means (1) having prior experience in the District in that classification and meeting all minimum qualifications for the classification or (2) being qualified as described in Section 4, above. Notice of recall shall be sent via certified mail, return receipt

requested, to the last recorded address of the employee. Such employee shall notify the Superintendent within ten (10) workdays of receipt of the notice of recall of his/her intention to accept or reject re-employment. A laid-off employee accepting such re-employment may not be required to begin work earlier than ten (10) workdays from the date of such acceptance. Rejection of an offer of employment shall operate to remove the employee from the reduction in force list. An employee may remain on the reduction in force list for up to two (2) years.

6. Transfers When RIF Exists

Notwithstanding the provisions of Section L. of this Article regarding transfer, an employee on the reduction in force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the reduction in force list.

7. Substituting During Layoff

A qualified employee on layoff status shall be given preference by seniority to substitute for an absent employee.

J. Vacancies

1. Vacancy

A vacancy shall exist when the Board determines to fill a vacant bargaining unit position, opens a new bargaining unit position, changes a ten-month position to a twelve-month position, or changes the hours of a position by fifty percent (50%) or more.

2. Bidding

All vacancies will be posted for a minimum of five (5) working days. Nine (9) and ten (10) month employees shall be notified by U.S. mail of vacancies during the summer recess. All vacancies shall be bid first by those employees within the same classification. After the internal classification bidding is completed, the open position will be bid to all other employees and, if the Board chooses, to external applicants.

Bargaining unit members shall provide the Human Resources office with their current address and telephone number (the telephone number shall be provided at the employee's discretion), and shall notify the Human Resources office of any changes to their address or telephone number. Bargaining unit members who fail to maintain their current address with the Human Resources office cannot grieve their not receiving bidding notices via U.S. Mail and/or that they did not receive any other work-related material.

K. Transfers

A transfer is a movement of an employee from one bargaining unit position to another. A transfer to a vacancy within the same classification shall be made to the employee applicant with the greatest seniority. A transfer to a vacancy in a different classification shall be made based on the factors listed in Section 1. below, which shall be applied both to employee applicants and to non-employee applicants. In the case of a transfer to a different classification, if two (2) or more applicants are judged to be equal in the factors listed below in Section 1., the transfer shall be made with preference to an employee applicant over a non-employee and, among employee applicants, to the employee with greatest seniority. (See Article 8 for transfer procedures within the transportation classifications.)

1. Factors on which transfer to a different classification are based include:

    a. Ability to perform functional requirements of the job

    b. Ability to work professionally with other employees

    c. Length of service with an Employer

    d. Past performance

    e. Additional training

    f. Attendance

    g. Competence

The listing is not a rank ordering of factors. Each factor is weighted equally in making the decision to transfer an employee. The Superintendent's or his or her designee's office will review the work record, thoroughly evaluate the personnel, and choose the person with the best qualifications offering the greatest potential for growth and development.

If a test is to be given to rate their abilities, the test will be one that contains standard questions developed in cooperation with the ECA Board. No ECA Board member will participate in the design of a test if that member will be immediately applying for the position for which the test is being developed.

2. An employee who has transferred to a vacancy within the same classification or a different classification shall have five (5) work days to transfer back to the previous position he/she held for any reason. Bus Drivers, Relief Bus Drivers/Bus Aides, and Bus Aides shall have three (3) work days to transfer back to the previous position he/she held. If an employee opts to return to his/her previous position under this section, the position the employee opted out of need not be reposted.

3. Hourly Rate

Employees holding a position in the same classification may request to switch positions with another employee holding the same position in the same classification, but may be located in a different building, with the mutual agreement of the two affected employees, the ECA Executive Board, and the Superintendent or his or her designee. The Superintendent or his or her designee may also request a position switch under the same terms outlined above.

When an employee changes classifications, he/she will stay on the same step of the hourly rate schedule that he/she is on. No one will drop a step because of a move, but will progress upward until they reach the last step.

4. Mobile Relief Cleaner Pay

The mobile relief cleaner pay schedule is a four-step schedule. Because the mobile relief cleaner pay schedule is not a six-step

schedule, if a relief mobile cleaner transfers, the employee's years of service will count as steps and the relief cleaner will be placed onto the appropriate step in the new position.

4. Involuntary Transfer

An involuntary transfer may be made by the Superintendent or his or her designee. Situations that may require or dictate the necessity of an involuntary transfer are:

a. Wrong skills for the job.

b. Personality conflicts.

c. Poor work habits.

d. Physical handicap or disability in conformity with the Americans with Disabilities Act and any other applicable disability law.

e. Work force reduction.

f. Board programs and requirements:

(1) Need to transfer skills,

(2) Poor attendance,

(3) Accident prone,

(4) Poor production,

(5) Seasonal slack,

(6) Peak periods,

(7) Necessary job coverage.

g. To correct a faulty placement.

h. To eliminate personal friction that affects the efficient operation of the building.

i. To improve, upgrade, or correct a program or organizational program.

j. For unsatisfactory performance on the employee's present job.

k. In the event continued performance of the employee's present job will injure the health of the employee.

l. In the event injuries or physical limitation causes employees to be unable to do the work of their current classification, but are able to do the work in a different assignment in that classification or in a lower classification.

L. Reassignments

1. Temporary Reassignment

The temporary reassignment of an employee from his/her regular assignment to another assignment on a day-to-day basis may be authorized by the Superintendent or his or her designee whenever a job vacancy should occur due to a leave of absence, vacation, extended periods of illness, or any other cause that may create a temporary long term vacancy. Whenever an employee is temporarily assigned to a job in a higher paying classification, after ten (10) workdays, the employee shall be paid at the higher hourly rate of the job assignment on the current step of the temporarily assigned employee until the higher hourly rate person returns or the job has been permanently filled. If the Superintendent or his or her designee is aware that the temporary reassignment shall last for more than ten (10) days, the employee shall be paid at the higher rate of the job assignment at the current step on the first day of the reassignment. A temporary transfer should not exceed ninety (90) workdays. Once an employee has been temporarily reassigned to a higher paying classification and that position lasts or is expected to last more than ten (10) workdays, the administration shall not temporarily replace that employee with a second employee prior to or at the ten (10) workdays in that higher paying position if the administration’s purpose and intent is solely to prevent the original reassigned employee from reaching the ten workday pay increase.

2. Voluntary Duty Reassignment

If an employee is asked to perform duties voluntarily outside of his/her current assignment and outside of his/her regularly scheduled working hours, and the employee is qualified, the employee shall be compensated at his/her current hourly rate and step or at the hourly rate and step of the assignment for which voluntary duty is being performed, whichever is higher. An example would be: a cleaner, holding a valid bus driver's license, is asked to drive a school bus, before or after his/her regularly scheduled work hours. The cleaner would then be compensated at the higher rate during the voluntary duty.

M. Mandatory Training Program

If additional training for an employee is required by the Board (does not include licensing requirements):

1. The Board will pay or reimburse tuition, mileage, tolls, parking, and necessary lodging.

2. Hours spent in mandatory training shall be included in "hours worked" and the employee shall receive compensation for the training (excluding travel time) at the employee's respective hourly rate.

3. In addition to the above, the Board shall pay bus drivers their regular rate for all time spent in training (excluding travel time) for renewal CDL licensure. The Board shall also pay bus drivers their regular rate for nine (9) hours of classroom instruction for their recertification, as well as three (3) hours of driver training on the bus in connection with their recertification. The three (3) hours may include one (1) hour for taking the recertification test, but the total hours paid shall be three (3) hours. The maximum hours paid at the bus drivers' regular rate for recertification shall be twelve (12) hours. To be reimbursed for these hours, bus drivers must provide proof of attendance for the classroom instruction.

N. Drug Testing

Mandatory alcohol and drug testing will be required of all employees who are required to hold a CDL license at no expense to the employee. Testing

shall occur in accordance with the law. The testing will be performed by the medical advisor selected by the Board. A drug test policy will be established and include procedures, treatment, and disciplinary action, in accordance with Board policy, the negotiated agreement, and applicable laws. An employee who is removed from his/her position as a result of a drug/alcohol test and is not terminated will be allowed to work during a drug rehabilitation program recommended by the Board's physician for the duration of that program in a vacant, non-CDL position for which he/she is qualified, if it does not conflict with attendance at the rehabilitation program. If the employee's commercial drivers license is suspended or revoked, as a result of a drug/alcohol test, and but for the suspended or revoked license the employee could return to driving (i.e., has completed rehab successfully), the employee will be allowed to work in a vacant position for which the employee is qualified.

O. Training Sessions

The Board shall offer a list of online courses to all staff beyond any required training. An employee who completes 2 ½ hours or more of online coursework annually shall be paid fifty dollars ($50) for the successful completion of the hours of coursework. Once the employee accumulates 2 ½ hours or more of successfully completed coursework (i.e., the employee passed the courses), the employee shall submit to the Superintendent or his or her designee in June of each school year the course completion records certifying the employee has successfully completed 2 ½ hours or more of online coursework. Repeat courses need prior approval by the Superintendent or his or her designee. Repeat courses in successor years need prior approval by the Superintendent or his or her designee.

P. Assistant Custodial Training and Promotion Program

1. If no qualified employee applies for a vacant Assistant Custodian position, the position will be posted again as a Custodian Trainee position with the following stipulations:

    a. The Custodian Trainee shall have completed at least fifty (50) hours of training on boilers and maintenance prior to being appointed. The fifty (50) hours must be approved by the Supervisor of Building Operations with times verified by the ECA Board. The fifty (50) hours must be completed on the employee's own time.

b. The Custodian Trainee must enroll in an approved State certified boiler school or have completed the course through a State certified boiler school.

c. The Custodian Trainee has up to fifteen (15) months to obtain his/her license or be dropped from the training program. Upon obtaining the license, the Custodian Trainee shall become an Assistant Custodian.

d. The Board will reimburse the employee for $300 of the boiler school fee when the employee has successfully completed the course and obtained his/her State of Ohio Boiler Operators Low Pressure License.

e. The Custodian Trainee must commit to fifteen (15) months in the program. If the Custodian Trainee does not successfully complete the program, he/she has the option to return to his or her previous classification and will bump the least senior employee in that classification.

f. A progress review shall be conducted in the fifth (5th) and tenth (10th) months of the fifteen (15) month program. The review shall determine if the trainee is to continue in the program.

2. Any employee qualified to be an Assistant Custodian may apply for a Custodian position, after taking the appropriate civil service examination. Any employee shall be eligible to take the civil service exam in accordance with the civil service commission's rules and regulations. The examination score will be considered in conjunction with the other factors outline in Article 6, Section K (1) (a-g), and be the deciding factor when all other factors are considered equal.

Q. Fee Reimbursements

The Board shall reimburse an employee for any CDL license renewal costs required for the employee to retain employment with the District. New hires must maintain employment with the Board for twelve (12) months before being reimbursed for a CDL license and/or CDL renewal cost.

The Board shall reimburse up to fifty dollars ($50) of the cost of license renewal fees necessary to keep any position, including bus drivers, skilled tradesman and custodian positions such as, but not exclusive of, boiler's license, plumbing license, and air brakes.

R. Job Descriptions

ECA and Board representatives shall meet by the end of the 2010-2011 school year to review and revise job descriptions for existing bargaining unit positions and to establish job descriptions where none exist. Whenever the Board establishes a new bargaining unit position, the parties shall, upon request by the Association, negotiate any affects of this new position upon the existing bargaining unit. All job descriptions shall contain at least the following: (1) the job title; (2) the job title of the immediate supervisor; (3) all qualifications for the position; and (4) a list of the job duties and responsibilities.

S. Assignments for Medical Reasons

An employee removed from an assignment or prohibited from returning to work as a result of failing to pass a medical examination (excluding drug/alcohol testing) required by the Board shall be allowed, upon request by the employee or the Board, to fill a vacant bargaining unit position which the Board intends to fill, and for which he/she is qualified until such medical examination is passed. In such case, no posting of the vacant bargaining unit position is required. Medical qualification for the vacant position is determined by the Board's physician. Nonmedical qualification is determined by the Board. Salary in the vacant bargaining unit position is in accordance with the salary schedule for the vacant bargaining unit position at the same salary step as in the employee's previous position. The former position will be held open no less than thirty (30) workdays. Eligibility to fill a vacant bargaining unit position terminates at the expiration of the employee's leave of absence and failure to accept an offered position ends eligibility for other positions.

ARTICLE 7. EMPLOYMENT CONDITIONS

A. School Closing

1. When the Superintendent, in his concern for student and employee health and safety, declares that all schools are closed because of heavy snow or other severe weather conditions, mechanical emergencies, or other acts or conditions beyond control of the system, all employees will be excused from work with pay (all three shifts) except those designed as "Emergency Staff."

   Each department supervisor shall determine the procedure for notifying their employees when the Superintendent declares schools are closed and make that procedure known to the employees.

   If schools are closed by the Superintendent once employees have reported to work, the Superintendent or his or her designee or designated administrative staff will determine whether all employees will be excused from work with pay (all three shifts) except those designated as "Emergency Staff." All employees who have reported for work and are excused will be paid their regular wages for the full day. If an employee is not notified at least one (1) hour before the start of an employee's work day and the employee is not designated as "Emergency Staff," the employee shall receive an additional one hour pay at his/her regular rate.

   Those designated as "Emergency Staff" include:

   a. Snow plowing personnel (to be called as needed);

   b. Building custodians and assistant custodians (to be called as needed).

c. Bus Mechanics (to be called as needed on an emergency basis)

   Those designated as "Emergency Staff," in addition to receiving their regular day's wage, will also receive compensatory time at a later date for all hours worked for the reasons noted above, or will be paid an additional day at their regular rate of pay.

2. All employees will report to work if the Euclid Schools are open.

3. When an emergency occurs necessitating closing one school for part of a day or a full day, all employees are required to work unless they are expressly excused or sent home by the Superintendent or his or her designee.

   No compensatory time or additional pay will be provided for these situations whether or not all or part of the staff are required to remain to cover the necessary functions.

4. Employees who are off on sick leave on a snow day when all schools are closed will not be charged a sick day for the snow day.

   Employees on vacation or personal leave will not be charged for that day on their vacation schedule or personal leave allowance.

   Employees who are on an unpaid leave of absence or are absent due to illness and have exhausted their sick leave will not receive compensation for such a snow day.

5. In the event school is closed late in the morning, all snow plowing employees will be paid time and one-half (1-1/2) for all time prior to and following their normal work hours. All time accrued during their normal working hours will be compensated with compensatory time on a one-to-one basis.

B. Work Year/Work Hours

1. Custodial Work Year/Work Day

   All custodial and cleaning employees shall have a twelve (12) month, eight and one half (8 ½) hour work day schedule which includes a one half hour unpaid lunch. These classifications are as follows:

   Custodians
   Assistant Custodians
   General Cleaners
   Child Development Center
   General Trades
   General Building Maintenance
   Auxiliary Building Service
   Assist. Custodian Trainee
   Laundryman

2. Custodial Work Hours (8 ½ hour work day)

All Day Custodians shall work from 6:45 a.m. to 3:15 p.m. during days school is in session and work from 7:00 a.m. to 3:30 p.m. during non-school days.

All Day Custodial staff shall work from 7:00 a.m. to 3:30 p.m. all year.

All second shift Custodial staff shall work from 3:00 p.m. to 11:30 p.m. during the school year and 7:00 a.m. to 3:30 p.m. during the summer and recess (except designated custodial high school staff shall remain on the 3:00 p.m. to 11:30 p.m. schedule all year).

All third shift Custodial staff shall work 10:30 p.m. to 7:00 a.m. during the school year and 7:00 a.m. to 3:30 p.m. during the summer and recess.

The summer shall commence the Monday following the close of school and end the first Monday before the first day of the start of school. Recess hours shall also occur during spring break, winter break, and NEOEA Day.

Hours for summer and recess for second shift High School employees will be determined in accordance with the Superintendent or his or her designee and ECA representatives.

3. Grounds, Trades, Drivers/Service Center, and Warehouse Classifications Work Hours

Grounds, Trades, Drivers/Service Center, and Warehouse Classification work hours shall be 7:00 a.m. to 3:30 p.m. all year.

4. Bus Mechanics Summer Hours

Summer hours for bus mechanics shall be established by the Superintendent or his or her designee.

5. In-Service Days

The work schedule for a building with an in-service day will depend on whether the building has after-school use of the building for that

day. When no after-school use of the building is scheduled, all building personnel will be scheduled according to day shift. When after-school use of the building is scheduled, the administration will consider moving the second shift forward such that the after-school use of the building can still be covered without overtime.

6. Early Release Days

The work schedule for a building with an early release day will depend on whether the building has after-school use of the building for that day. When no after-school use of the building is scheduled, the second shift will start at 1:00 p.m. When after-school use of the building is scheduled, the administration will consider moving the second shift forward such that the after-school use of the building can still be covered without overtime.

C. Work Day

1. Lunch Break

Unless otherwise provided in this Agreement, employees working four (4) hours or more, except drivers and aides, will be allowed an unpaid duty-free lunch break of not less than thirty (30) consecutive minutes.

Employees who are working and being paid overtime for six consecutive hours or more shall take a lunch break of thirty (30) consecutive minutes during each period of overtime work.

2. Rest Breaks

Each full-time employee other than drivers and aides is entitled to a duty-free break of fifteen (15) consecutive minutes scheduled at a reasonable time during the first half and second half of the workday.

D. Furlough Days

All bargaining unit members, except for transportation employees (see ARTICLE 9. TRANSPORTATION) shall take five (5) furlough days in the 2011-2012 school year and five (5) furlough days in the 2012-2013 school

year, to be determined by the Board in the best interest of the District. These dates shall be determined prior to the beginning of the school years.

E. Employee Health and Safety

1. Employee Safety Equipment

The Board shall provide appropriate safety equipment for employees.

2. Compliance with Law

The Board agrees to comply with all applicable federal and state occupational health and safety standards and regulations.

F. Bomb Search

An employee shall not be requested nor required to search for a bomb.

G. Identification Cards

All employees shall wear their identification cards (if such cards are issued) while at work. Employees who lose or damage their identification cards or employee identification time clock badge, excluding normal wear and tear, will be charged a fee for a new card, after the second replacement card has been issued. Such fee shall be established by the Treasurer's Department and will be no more than actual replacement cost.

H. Uniforms

Uniforms and a uniform cleaning service shall be provided for all mechanics, which includes grounds crew mechanics and bus mechanics. All mechanics must be in uniform during working hours.

I. Equipment Allowance

Employees in the Skilled Trades who have at least one year of continuous service in the district shall receive an equipment allowance of $200.00 annually, payable through Accounts Payable. This allowance will be issued in a separate check in one lump sum of $200.00 in June of each contract year.

The intent of the equipment allowance is to provide funds to employees for the purpose of purchasing tools or related equipment of their trade or insuring tools of their trade that are owned by the employees and brought onto the job and used for the benefit of the district.

ARTICLE 8. LEAVES, HOLIDAYS, AND VACATIONS

A. Absence and Tardiness

Employees are expected to report to work on time. If an employee cannot report to work at the start of the shift, the employee must telephone his/her supervisor, explain his/her absence, and estimate his/her time of arrival. Upon return to work, the employee must also submit an Employee Absence Report for time not worked. Failure to submit an Employee Absence Report may, in the Board's discretion, result in a dock of pay for the time the employee was absent from work, or in the case of a driver or aide, for the time absent and any routes missed. Failure to report to work or adequately explain such absence may result in loss of pay for the day. Each employee is required to be on the job and ready to work at his/her specified time.

Abuse of the time clock, that is punching in or out on the time clock for another employee, when not instructed to do so by the Immediate Supervisor, may, in the Board's discretion, subject both employees to disciplinary action.

Employees who are tardy or leave early may, in the Board's discretion, receive a dock of their pay in 15 minute increments.

Any excessive tardiness or unexcused absence from work may, in the Board's discretion, result in disciplinary action.

B. Jury Duty/Court Leave

The Board will pay an employee on jury duty his/her regular per diem rate. The employee shall retain any compensation paid by the court.

Days missed by members subpoenaed to court to testify in a proceeding where the member is not a party to the action shall be treated in the same manner as jury duty. As an example, divorce or domestic disputes where the member is a party are not included.

The employee must provide HR/Personnel with a court certificate attesting to the employee's actual attendance, and the employee may retain any compensation or reimbursement paid by the court.

C. Family and Medical Leave Act Leave

Bargaining unit members shall be entitled to leave as provided in the Family & Medical Leave Act of 1993 and the implementing regulations adopted by the U.S. Department of Labor. For purposes of this section, "12 month period" is defined as "the 12-month period measured forward from the date the bargaining unit member's first FMLA leave begins" (i.e., the leave year is specific to each bargaining unit member). Eligible employees are entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

D. Sick Leave

Each employee shall earn to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-quarter (1-1/4) days per month. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

The immediate family is defined as husband, wife, children, mother, mother-in-law, father, father-in-law, sister, brother, grandparents, and any member of the employee's household or any other person standing in the relationship of one of the above defined individuals.

In the case of death, immediate family will be defined to include the persons above, plus sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandchildren.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. An employee shall furnish a written, signed statement on the Employee Absence Report to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates he was consulted. Any sick leave in excess of five (5) days requires such a statement.

Falsification of the statement may, in the Board's discretion, be grounds for suspension or termination of employment.

Unused sick leave shall accumulate to a maximum of three hundred and ten (310) days.

E. Medical Leave of Absence

A non-teaching employee may request emergency short-term medical leave of absence for a total period not exceeding thirty (30) calendar days. The Superintendent may grant a short-term medical leave of absence providing the employee provides a doctor's certificate indicating the necessity for such leave.

When an employee has exhausted his cumulative sick leave and is still unable to return to work for medical reasons, the Board of Education, upon the recommendation of the Superintendent or his or her designee, will place the employee on a medical leave of absence. Such leave will begin on the day that the cumulative sick leave is completely exhausted and the employee has no earnings due. The leave of absence can be for a period of one month to one year with an option to extend it one additional year. Requests for such leaves must be accompanied by a doctor's certificate and an explanation.

While an employee is on medical leave of absence, the Board will pay its share of the total fringe benefit package for the following periods of continuous service in the district.

The leave periods listed below include any leave time to which an employee may be entitled under the Family Medical Leave Act (FMLA). Family Medical Leave Act periods run concurrently with sick leave.

90 days – 3 years (FMLA)	Maximum of 3 months in any 12-month period
More than 3 years Through 5 years (FMLA plus 3 months)	Maximum of 6 months in any 12-month period
More than 5 years (FMLA plus 9 months)	Maximum of 12 months in any 24-month period

The calculation of the 12 or 24-month period begins with the first day of the medical leave of absence for the employee.
During the medical leave period, any such employee will be given the opportunity of participating in the hospitalization-group term life insurance programs once the above coverage has been exhausted by forwarding a check or checks to the Finance Department to cover the full cost of said insurance programs.

The Superintendent or his or her designee shall meet with the ECA President or designee and the employee to discuss return to work programs and transitional work programs for employees on Workers Compensation or extended medical leave who are released with work restrictions.

F. Sick Leave Donations

In the event a member of the bargaining unit experiences a catastrophic illness or injury and exhausts sick leave as a result, the ECA and the administration shall agree to establish a mechanism to allow for continued medical coverages and/or receipt of compensation. The denial to implement the mechanism shall not be precedent setting, shall not be subject to the grievance procedure and/or an unfair labor practice charge.

G. Assault Leave

"Assault" as used in this Collective Bargaining Agreement is understood to be the threat, or attempt to harm, or the resultant harm to a bargaining unit member.

Assault on a bargaining unit member is a most grievous act. Release time shall be given to a bargaining unit member in order to fill out all necessary forms. For that reason, the following administrative policy is to be used.

The Board will provide, at the discretion of the Superintendent or his or her designee, Assault Leave (up to 15 days) wherein a bargaining unit member is absent due to physical disability resulting from an assault that occurs in the course of an employee's Board employment. If assault leave is granted, the Board will maintain the employee on full pay status during the period of such absence under the provisions of this section.

The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.

If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.

Falsification of either a written signed statement or physician's certificate shall be grounds for suspension or termination of employment.

Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 or any other applicable section of the Revised Code.

Procedures to be followed in case of assault:

1. An incident report (available from the principal, health aide, and the business office) must be filled out. If the employee so requests, the employee shall have an opportunity to consult with representation of the employee's choice prior to filing the report.

2. The bargaining unit member must notify a building administrator or other appropriate supervisor if medical attention is needed. Coverage will be provided to enable the bargaining unit member to receive immediate medical attention.

3. Bargaining unit members will be provided with notice of the location of the Board's designated health care facility on an annual basis. If another facility is utilized, the bargaining unit member must be seen by a doctor at the designated health care facility within twenty-four (24) hours, or Monday morning (if medical attention is needed on the weekend) following initial medical care of another facility.

4. The bargaining unit member may file a police report for the assault. This can be done at the Board facility or directly at the Euclid Police Department. An appropriate administrator/ supervisor will call the police for the bargaining unit member to enable the bargaining unit member to file a police report at the

Board facility. The bargaining unit member may make the report at the Euclid Police Department.

5. If medical attention is needed for a long period of time, a certificate of medical need from a licensed doctor must be sent to the Superintendent's or his or her designee's office. With this certificate on file, the bargaining unit member is ensured under the assault provision that he/she will not be charged for any necessary days or time missed.

6. The administrator and/or bargaining unit member shall make ECA aware of any assault situations.

7. An impartial investigation of the matter will be conducted by the principal or other appropriate administrator or supervisor and ECA President or designee, and a report, including recommendations, will be made to the Superintendent or his or her designee.

8. The Superintendent or his or her designee will review the matter and determine the action to be taken. Notification of this action will be sent to all parties involved.

9. The Superintendent or his or her designee shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities including protecting the bargaining unit member's interests.

10. In the case of an assault on a bargaining unit member causing injury for which worker's compensation is paid, the Board will pay the monthly premiums on the adopted medical plan and term life insurance for a period not to exceed two (2) years.

If and when the employee exhausts the fifteen (15) days assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board and upon the recommendation of the Superintendent or his or her designee. Where the assaulted employee becomes eligible for benefits under the State Employees

Retirement System because of age, or where the employee's employment by this district ceases, this leave provision shall no longer apply.

H. Military Leave

Such leave shall be granted in accordance with state and federal law.

I. Personal Leave

1. Employees shall be granted three (3) days of personal leave with pay each fiscal year. Personal leave days may be used regardless of the reason for the personal leave day, subject to the limitations herein. Unused personal leave days are non-cumulative. Unused personal leave shall be converted to sick leave at the conclusion of each fiscal year.

2. This provision for paid personal leave is not to be used to extend holidays or recesses.

3. Application for paid personal leave shall, except in emergencies, be made at least three (3) days prior to date of such leave on a form provided by the Board.

4. Requests for two (2) or three (3) consecutive days must have prior approval of the Superintendent or his or her designee.

5. When personal leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work.

6. Personal leave days for new hires during a contract year will be prorated as follows:

   New employees hired on a regular basis between:

July 1 through October 31	– 3 days
November 1 through February 28	– 2 days
March 1 through June 30	– 1 day

7. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination and shall result in appropriate disciplinary action, up to and including dismissal.

8. The Board reserves the right to deny a requested personal leave day for operational needs. However, if a requested day is denied for operational needs, the employee has the right to carry over that personal day into the following fiscal year, or to be compensated for the day at the rate found in this section.

J. Parental Leave of Absence

Employees desiring to nurture the newborn child beyond the period provided for under FMLA may make application for a Parental Leave of Absence. Parental leave shall be granted, upon request, without pay, for a full school year or part of the school year in which it is requested for the purpose of caring for a newborn child. This leave, upon request of the employee, may, at the Superintendent or his or her designee's discretion, be extended up to one (1) additional school year, provided the request is made in writing to the Superintendent on or before May 30 immediately preceding the school year for which the extension is requested. If the employee fails to return or give notice of their intent to return at the end of one (1) year, the employee will be deemed terminated.

Request for a parental leave shall be made in writing to the Superintendent or his or her designee not later than thirty (30) days prior to the effective date for such leave and such request shall state the expected duration of the leave. In the case of unexpected circumstances, the notice requirement of thirty (30) days may be reduced or waived.

The Board shall also grant a leave of absence for an adoptive parent for a period up to a maximum of ten (10) calendar months. This provision shall be in effect for adoptive children six (6) years of age or less. The above provision shall terminate upon the child's sixth (6th) birthday.

The employee shall give the Superintendent or his or her designee thirty (30) working days notice prior to returning from a Parental Leave of Absence.

K. Maternity/Paternity/Adoption Leave of Absence

As soon as possible, an expecting employee must send a letter to notify the Superintendent or his or her designee of the due date. A letter will be sent to the employee confirming the absence and substitute to be assigned (if applicable). If an employee develops physical problems which impair their ability to perform their job tasks as a result of pregnancy or the employees' spouse is disabled due to such pregnancy and requires care of the spouse, the employee shall secure a physician's statement attesting to such incapacity. Upon notice to the employer, the employee shall be eligible for a medical leave of absence.

After the baby is born, the employee is entitled to a six-week maternity leave of absence. The six-week leave begins on the day the baby is born. This leave would be charged against accrued sick time. If the employee exhausts her accrued sick time during the six-weeks, the employee must qualify under the FMLA guidelines to have the balance of the unpaid leave approved.

Employees only receive six weeks regardless of whether or not they are using accrued sick time or on an unpaid FMLA. At the end of the six weeks, the employee must either return to work, request additional time off based on medical necessity (doctor's note required), or if qualified under FMLA, the employee may request an additional 6 weeks unpaid FMLA (refer to FMLA section.)

While an employee is using accrued sick time, or is on an approved unpaid FMLA, the Board will continue to pay the medical benefits (if applicable). If employees exhausts their sick time, and the employee is not eligible for additional leave under FMLA, the employee must pay for the benefits if he or she wish to be included in the Board's medical coverage and term life insurance.

A bargaining unit member who fathers a child and who has responsibilities for the care of the child or mother of the child shall be entitled to two (2) weeks of paid sick leave without medical documentation.

Any bargaining unit member who adopts a child ages 2 and under shall be entitled to three (3) weeks of paid sick leave. For an adopted child over 2 years of age, there is no allowable use of sick leave. Refer to FMLA or child-rearing leaves for procedures for additional unpaid absences.

L. Professional Leave

Professional leave may be granted for the purpose of visiting other schools, attending to school business, or rendering professional services and for attendance at professional meetings as approved by the Superintendent or his designee.

Full pay shall be allowed for professional leave without deduction from such leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.

Applications for professional leave shall be made on a form secured from the employee's immediate supervisor. Application shall be completed at least two (2) weeks prior to the intended leave, except where circumstances make this impossible.

M. Return From Leave

Upon return from leave granted pursuant to this Agreement, an employee shall be returned to the same position held at the time the leave commenced or, if that position is not available, to a comparable position within the classification.

N. Paid Holidays

The following days shall be paid holidays for each employee, provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday.

School Year Employees – Paid Holidays

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. Christmas Holiday Date to be determined by April 30 of each year
6. New Year's Day
7. Martin Luther King Day
8. Presidents' Day
9. Good Friday
10. Memorial Day

12-Month Employees – Paid Holidays

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. Christmas Holiday Date to be determined by April 30 of each year
7. Christmas Holiday Date to be determined by April 30 of each year
8. Day before New Year's
9. New Year's Day
10. Martin Luther King Day
11. Presidents' Day
12. Good Friday
13. Memorial Day
14. Independence Day

Note: Day before Christmas and Day before New Year's

a. If Christmas falls on Saturday, Thursday and Friday will be paid holidays. (Exception)

b. If the day before Christmas falls on Saturday and Christmas on Sunday, Friday and Monday will be paid holidays. (Exception)

c. If the day before Christmas falls on Sunday, Monday and Tuesday will be paid holidays. (Exception)

d. Day before New Year's - Same as a., b., and c.

O. Vacation Benefits

Vacations for all bargaining unit members are to be taken at such times as may be approved by the immediate supervisor. Vacation dates must not conflict with the Board of Education calendar and program. The starting date for earned vacation is July 1st of each year and must be used by June 30th of the following year with these limitations:

1. Employees who hold positions that would require a substitute in their absence must take their vacation when schools are shut down during the summer, Christmas, or spring vacation. Employees may take up

to five (5) days during the school year provided it does not interfere with the regular school program, their position can be covered by a substitute, and having prior approval of the immediate supervisor.

Vacations in the buildings shall be alternated between the custodian and the assistant custodian. The building shall not be left uncovered unless approved by the immediate supervisor. Christmas and spring break vacations shall be assigned based on seniority, with no one person having the option of using both breaks in the same year.

2. Those employees who hold positions that do not require a substitute if they are absent may take their vacation at any time that does not interfere with the regular school programs and having obtained prior approval of the immediate supervisor.

3. If paid holidays fall during an employee's vacation, the employee is entitled to one additional day for the paid holiday, the time to be arranged with the immediate supervisor.

4. All employees who have earned 25 vacation days must schedule at least all but ten (10) days, with five (5) days scheduled in the first semester and five (5) days scheduled in the second semester. Employees shall schedule these ten days in May for the following school year. If a request for a scheduled vacation day in the first semester is denied, employees may carry over that day or days to be scheduled in the second semester. The days may be single days, but must be scheduled. These may be rescheduled upon the approval of the Superintendent or his or her designee. The remaining days may be used "one day at a time."

   All other employees receiving vacations must schedule at least all but five (5) days. The days may be single days, but must be scheduled. These may be rescheduled upon the approval of the Superintendent or his or her designee. The remaining days may be used "one day at a time."

5. Unused vacation is not cumulative to the next year. However, vacation days that cannot be scheduled during the vacation year due to the unavailability of vacation days on the department schedule may be carried over into the following year, but must be used as approved by the end of the July following the vacation year.

6. Any employee transferring or transferred from a less than 12-month, 8-hour position shall receive total credit for the actual years of service after 11 months of continuous service in the 12-month position for the purpose of calculating their earned vacation.

7. Any employee transferring or transferred from a less than 12-month, 8-hour position after September 1 of any school year shall be entitled to one day per calendar month worked as of July 1 the following year for the purpose of calculating their earned vacation.

8. Any employee transferred or transferring from a 12-month classification to a 10-month classification shall receive the pro-rated portion of his/her earned but unused vacation leave for the current year prior to said transfer.

9. Any employee retiring or being separated from employment shall, at that time, receive his/her earned but unused vacation leave for the current school year. If separation is immediate, the employee shall be entitled to compensation at his/her current rate of pay for the prorated portion of his/her earned but unused vacation leave or the current year.

10. Vacation time may not be taken without at least a two day notification by closing of previous regular hours. Time off required in an emergency or illness should be charged to personal or sick time, respectively. Vacation time is to be used in four (4) hour increments.

11. <u>Qualification for Vacation</u>

    Employees who have served less than one (1) year are to receive one day per calendar month worked as of July 1, not to exceed five (5) days.

    Employees with one (1) to seven (7) years' service receive two (2) weeks vacation.

    Employees with seven (7) years service (7 completed years in any calendar year) receive three (3) weeks vacation.

Employees with thirteen (13) years service (13 completed years in any calendar year) receive four (4) weeks vacation.

Employees with nineteen (19) years service (19 completed years in any calendar year) receive five (5) weeks vacation.

Time on any unpaid leave of absence in excess of thirty (30) days does not count toward meeting vacation service time.

12. Vacation Proration Table

ANNUAL EARNED VACATION

Last Completed Month of Work	Less Than Yr. 1 Week	1-7 Years 2 Weeks	7-13 Years 3 Weeks	13-19 Yrs. 4 Weeks	19 Yrs.& Over 5 Weeks
July	0 Days	0 Days	0 Days	0 Days	
August	One (1) day per	1 Day	1½ Days	2 Days	2½ Days
September	complete month	2 Days	3 Days	4 Days	5 Days
October	worked not to	3 Days	4½ Days	6 Days	7½ Days
November	exceed five (5)	4 Days	6 Days	8 Days	10 Days
December	days*	5 Days	7½ Days	10 Days	12½ Days
January		6 Days	9 Days	12 Days	15 Days
February	(Exception:	7 Days	10½ Days	14 Days	17½ Days
March	Transfers between	8 Days	12 Days	16 Days	20 Days
April	10 and 12 month	9 Days	13½ Days	18 Days	22½ Days
May	positions.)		14 Days	19 Days	23 Days
June		10 Days	15 Days	20 Days	25 Days

If employee is terminated or leaves before the completion of the sixty (60) workday probation period, there is no prorated earned vacation.

ARTICLE 9. TRANSPORTATION

A. Transportation Department

1. Regular Routes

a. Regular school routes are defined as any routine driving duty that is performed by the bus driver on a daily or weekly basis with a minimum pay of four-and-one-fourth (4¼) hours per day with a minimum of not less than two (2) hours during the morning (AM) and two (2) hours during the afternoon (PM).

b. A regular bus driver cannot be removed from his/her bid route when his/her school is in session, unless in an emergency.

c. A bus driver or bus aide who loses his/her route shall be allowed to take (bump into) the route of the least senior bus driver or bus aide.

2. Mid-Day Routes

a. A mid-day route is defined as any route (minimum pay of two [2] hours) that is regularly scheduled for all or part of the school year between the regular AM and PM routes, excluding the half-day kindergarten routes for the first two weeks of each school year.

b. Should a senior bus driver or bus aide not be eligible to bid on a mid-day route at the beginning of the year for physical reasons, or lose a mid-day route during the year because of cancellation of a run, that bus driver or bus aide shall have the opportunity to bump the least senior bus driver or bus aide on the mid-day rotation upon completion of physical requirements.

c. When an early release day route conflicts with a mid day route, the bus driver may choose either their mid-day route or their early release day route. The route the bus driver chooses not to take shall be put on the Early Release Rotation list. This route will then be given to the bus driver by seniority who has not reached forty (40) hours in that week.

d. A bus driver or bus aide who loses his/her mid-day route shall be allowed to take (bump into) the mid-day route of the least senior bus driver or bus aide.

e. The supervisor cannot remove a bus driver from his/her regular mid-day route when his/her school is in session except in an emergency.

f. Mid-Day Rotation: In the temporary absence of a regularly scheduled bus driver or bus aide on a mid-day route, a rotation list, in seniority order, will be maintained of those eligible bus drivers or bus aides who have expressed an interest in the mid-day rotation. Should an eligible bus driver have a Green Board trip for the same day as the mid-day, he/she will forfeit the mid-day. Upon exhaustion of the rotation list, an available relief bus driver/aide may be used, then a substitute bus driver may be used. The minimum pay for such a route shall be two (2) hours. Such an absence known to exist for five (5) or more consecutive workdays shall be offered to the next senior bus driver or bus aide eligible for, but without, a mid-day route, regardless of being on the rotation list described above, and shall be assigned to the same bus driver for the duration of the absence. For the duration of such assignment, the bus driver shall not be eligible for Green Board trips.

g. After-school runs: An after school run is defined as a route that is regularly scheduled to begin after the regular routes are finished. Such runs shall be assigned in one of two ways: (1) as an independent route (minimum two-hour guarantee) or (2) as an add-on to the afternoon run (no two-hour guarantee). In either case, the after-school run will be assigned to the most senior bus driver expressing interest who will not be put into an overtime situation by the after-school run. Both (1) and (2) shall be posted.

h. A bus driver assigned a weekend trip forfeits the trip if not in attendance for his/her afternoon (PM) route on the Friday immediately before the trip unless the bus driver has previously approved scheduled leave that Friday morning (AM) and/or afternoon (PM).

3. Summer Routes

a. A summer route is one that starts after the close of the District regularly scheduled school year and continues through all or part of the summer.

b. All summer routes shall be bid not later than five (5) working days after the District's regularly scheduled school year. If summer routes become available prior to that date, the routes shall be assigned by seniority and will be considered temporary routes. These routes will be bid at the summer route bid day. Any routes established after summer route bid day will be offered on a seniority basis to bus drivers without a summer route or bus drivers who have not voluntarily accepted a bus aide position for the summer.

c. Bus drivers shall be eligible for summer routes after their regular school route has ended as long as there is no overlapping of routes.

4. Special Education Runs

A special education run is one that continues through all or part of the summer. If such bus driver chooses not to work past the end of the District's regular school year, he/she must notify the Transportation Supervisor by March 25. Such summer position then would be filled in accordance with Section 3., above.

5. Seniority Calculation for Transferring To Another Classification

The computation for seniority for a bus driver or a bus aide when transferring to another classification within the bargaining unit shall be based on the actual hours of the route bid and worked each year for morning (AM), mid-day, and afternoon (PM) assignments.

B. Transportation Bidding Procedures

1. Regular Routes (AM and PM) and Mid-Day Routes

a. An August meeting shall be conducted for all regular, mid-day routes, and after-school routes according to the procedures

found in this Article. All routes will be posted five (5) workdays prior to the bid meeting, which shall be held in August each year on a date announced by June 5 each year.

A written notice will be sent to all bus drivers/aides informing them of the time and place for the bid meeting. The notice will also inform all bus drivers/aides that in order for them to bid on a route, they must be in attendance at the meeting.

If a bus driver/aide cannot attend, the absent bus driver/aide may select a representative to attend and bid in his/her place.

If a bus driver/aide chooses to have a representative bid in his/her place at this meeting, the bus driver/aide must declare this prior to the meeting and must designate and inform the immediate supervisor in writing of the name of the representative bidding for the bus driver/aide.

If said representative fails to appear at the meeting or fails to bid on behalf of the absent employee, the employee shall be assigned a route of the Transportation Supervisor's choosing.

Another alternative available to a bus driver/aide not able to attend the meeting is to provide a list to the person conducting the bid meeting indicating the routes that he/she would like to bid on in the order of preference.

b. All routes, mid-day routes and after-school runs will be filled by the senior bidder. Computation for seniority for route bidding purposes for bus driver, bus aide, and/or relief driver/bus aide classifications shall be determined by the date of hire into the specific classification. This computation shall include seniority accrued for employee's on Workers' Compensation. Employee's on any unpaid leave in excess of thirty (30) days shall not accumulate seniority while on the leave and shall have their classification hire date (bus driver, bus aide, or relief driver/bus aide) adjusted accordingly. Any employee who has lost the ability to drive a school bus and/or van (whether it be for medical or the loss of a CDL/License) shall not accrue seniority during this time and their classification hire date (bus driver, bus aide, or relief driver/bus aide) shall be adjusted accordingly. An employee who has lost the ability to drive a

school bus and/or van (whether it be for medical reasons or the loss of a CDL/License) may be offered a position as a substitute bus aide. This employee shall be compensated at the bus aide classification hourly wage rate, but shall not accumulate seniority as a bus aide during this time and their classification hire date (bus driver, bus aide, or relief driver/bus aide) shall be adjusted accordingly. The calculation for seniority shall also exclude summer work.

All start times and approximate finish times, time paid for routes, information pertaining to special students (general information pertaining to the student's needs) or wheelchairs, information as to special vehicle assignments (van or lift bus), and if an aide is needed on certain routes, will be posted on those same route sheets. Also, school year start and finish times, calendars, and any additional information available to the Transportation Department at that time will be attached to each route sheet. Bus drivers and bus aides shall be guaranteed a minimum of 181 work days during the school year.

c. Bus drivers or bus aides may bid a mid-day run or after school route as long as that mid-day run or after school run does not put them into overtime on a weekly basis.

d. In the event that a regular or mid-day route or after-school run becomes vacant after the August bid meeting or a new route is created, it shall be posted for three (3) workdays. The current bus drivers of regular routes shall have the first option to bid for the posted route. The route shall be awarded to the bus driver with the most classification seniority. Bidding shall continue for no more than two (2) additional openings as a result of the first. The last route left open will go to the person bidding the vacated position; this route will be put up for bid at the August bid meeting.

In the event that a bus aide position on a regular or mid-day route or after school run becomes vacant after the August bid meeting or a new route is created, it shall be posted for three (3) workdays. The current bus aides or relief bus driver/aides of regular routes shall have the first option to bid for the posted route. The route shall be awarded to the bus aide or relief bus

driver/aide with the most classification seniority. Bidding shall continue for no more than two (2) additional openings as a result of the first. The last route open will go to the person bidding the vacated position; this route will be put up for bid at the August bid meeting.

This procedure will be followed up to April 30 of each year. If a run becomes available after April 30, the position will be bid per normal bidding procedures, and the run will be bid at the August bid meeting.

e. The total number of hours of the route shall be guaranteed as bid for the year, unless the route is eliminated.

f. If management determines prior to April 30 that a route needs a bus aide for the remainder of the school year, the bus aide position shall be immediately posted. If the bus aide position becomes available after April 30 and continues the following school year, it will be bid per normal bidding procedures at the August bid meeting.

g. An employee who bids and receives a route that is a minimum of thirty-seven and ½ hours per week shall be considered a school year employee and shall be eligible for family medical benefits. Transportation employees with 37 ½ hour routes as established on October 15th shall be entitled to family benefits, commencing on November 1st.

C. <u>Early Release Days</u>

1. There shall be an Early Release Days Rotation List which includes bus drivers that are scheduled to work 38 hours or less in the Transportation Department by seniority. A bus driver may have his/her name removed from the list by giving the Transportation Supervisor a signed note.

2. Bus drivers shall drive their own early release routes when it does not conflict with their mid-day route.

3. When an early release day route conflicts with a mid-day route, the bus driver may choose either their mid-day route or their early release day route.

4. Should the bus driver choose the mid-day route, the early release day route shall be put on the early release day rotation list and awarded to the most senior bus driver who is eligible (does not put bus driver into overtime) and agrees to take the work.

5. When the most senior eligible bus driver is asked if he/she wants the work and declines, an “R” for refusal shall be marked on the rotation list, and the supervisor shall go to the next person on the rotation list and this procedure continues through the rotation list.

6. The bus driver who originally had the conflict and chose the mid-day route over the early release day route shall automatically be marked with an “R” if the rotation list comes back to that bus driver for the same trip he already refused.

7. Proficiency test days are covered by the route bus driver for that day. If available, a relief bus driver/bus aide, by seniority, shall be used before any substitute bus driver.

D. Extra Work

The immediate supervisor shall keep an extra work rotation list by seniority for bus drivers and bus aides for any extra work that may become available due to, for example, a temporary absence of a bus driver, This extra work shall include but shall not be limited to after-school runs if the bus driver who has this run is absence or has proficiency test days. Extra work offered to a bus driver shall not interfere with the bus driver’s regularly scheduled route. Overtime shall not be a consideration when offering the extra work by seniority on the rotation list. A bus driver may have his/her name removed from the list by giving the Transportation Supervisor a signed note.

E. Field Trips

1. The immediate supervisor shall keep three (3) rotation lists for bus drivers for field trips. Such field trips shall be listed, revised, and posted weekly, and assigned as Green Board trips, Red Board trips,

and Blue Board trips. Such lists are available for inspection by a bus driver or bus aide upon request at any time.

A good faith effort shall be made to assign field trips at least one week prior to the end of the month for trips scheduled the following month.

2. All eligible bus drivers (as defined below) may place their names on any or all seniority rotation lists for the trips described in this Section C.

   a. A bus driver or bus aide having a regular AM and PM route and without a mid-day route is eligible for all Green, Red, and Blue Boards trips.

   b. A bus driver or bus aide having a regular AM and PM route and a mid-day route is eligible for the Red Board trips and the Blue Board trips.

   c. Any bus driver or bus aide who may choose not to participate on any or all trip boards must submit a written note to that effect to the immediate supervisor. To be reinstated on any list, the employee must again submit a written note to the immediate supervisor. To be listed on or removed from a board, the written notice should be submitted on or before the 20th of each month.

3. The minimum pay for any board trip shall be two (2) hours.

<u>Green Board Trips</u>

Trips offered to bus drivers that begin between the hours of 9:00 a.m. and returning by 2:00 p.m., Monday through Friday, for which substitute bus drivers are not required.

<u>Red Board Trips</u>

Trips offered to bus drivers that require the bus driver to give up any portion of his/her regular bid run for which a substitute bus driver is required.

Blue Board Trips

Trips offered to all bus drivers that begin after 4:30 p.m. Monday through Friday, and all trips on Saturday, Sunday, and holidays.

Overnight Trips

Overnight trips/charters (Saturday and Sunday) will be paid on a time and one-half basis with a minimum guarantee of eight (8) hours for Saturday and total time involved on Sunday from 7:00 a.m. until the return to the garage. Minimum guarantee on Sunday will be eight (8) hours. On overnight bus trips, the pay will be a minimum four (4) hours for Monday through Friday. All meals and lodging will be paid by the chartering group.

Small Group Trips

The Board reserves the right to assign a vehicle for small group use (7 or less). However, if a group is larger than 7, a bus shall be used.

Summer Trips

Summer trips occur anytime on or after the day following the last day District schools are in session and ending the day prior to the start of the school year for students. Rotation for this list will follow the regular seniority list for bus drivers. Bus drivers that hold a summer job or a summer route with the Board are eligible for summer trips, except that those who hold a summer job or summer route are eligible only for trips that occur outside their regular work hours (evenings and weekends). A separate seniority rotation list for bus drivers shall be maintained to fill summer route vacancies.

Trip Cancellations

When any trip that a bus driver must give up his/her regular school AM or PM route for is canceled for any reason:

– The bus driver will drive his/her own route, if notified of the trip cancellation before the starting time of his/her regular route.

– That bus driver will be paid the time for his/her route if the cancellation of the trip comes after the starting time of the bus driver's regular route.

When any trip between or after a bus driver's regular school route (Green, Blue, and Summer trip) (AM or PM) is cancelled for any reason and the bus driver has reported to work for the trip, or has taken a bus out for that trip, the bus driver will receive a minimum of two (2) hours show up time at his/her regular rate of pay.

If a bus driver is notified that his/her trip is cancelled prior to reporting to work, a “c” for cancelled trip shall be placed next to his/her name on the respective trip board. The next available trip on that respective board will then be offered to that bus driver. If more than one (1) bus driver is waiting to schedule a cancelled trip, they will be rescheduled in order of trip seniority.

– If more than one bus is scheduled for a trip and all buses are not cancelled, the trip cancellations shall be made according to the trip rotation list. The bus driver(s) who is (are) last on the rotation list shall have their bus trips cancelled first.

Bus driver Cancellations

When a bus driver has been assigned a field trip and he/she does not wish to take the trip, the bus driver must give at least seventy-two (72) hours notice of the cancellation. Exception would be in the case of an emergency or illness. Penalty for last minute cancellation would be elimination from rotation for any additional trips on that particular board for the next calendar month.

Time Limitation

If a bus driver is offered a trip with less than forty-eight (48) hours notice and is unable to accept the trip, a “P” for passed shall be placed next to his/her name on the respective trip board. The next available trip on that respective board will then be offered to that bus driver. The key code for the trip boards shall be:

A = Accepted
S = Sick

R = Refused
C = Cancelled
P = Passed (less than 48 hours notice)

4. Non-transportation employees shall not be used in place of bus aides on field trips for students who require a bus aide during transportation according to their IEP or 504 plans.

F. Transportation – Hours of Service – Miscellaneous Information

1. If a bus driver is "on the clock," but his/her bus route is not in operation due to early dismissals, students not in school, etc., then the bus driver shall remain at the bus garage and perform other duties, such as driving or aiding on another school bus. If the bus driver is not needed to perform other driving duties, he/she is permitted to leave, but with pay for the remaining work time.

2. When a bus driver's schools are closed for any reason and the Superintendent or his or her designee determines that the bus driver's services are not needed on that day, the bus driver will have the option of taking that day off without pay or notifying the immediate supervisor of the desire to be used as a bus aide or substitute for that day. A separate rotation list shall be utilized to post work for bus drivers and bus aides when Euclid City Schools are not in session.

3. Additional Time

   If for any reason additional time is added to an AM, mid-day, or PM route, it shall be offered to the most senior available bus driver for first refusal. “Available” means the time makes sense logistically on a route, the bus driver will not be put in an overtime situation routinely, and no routes will be rebid.

4. Training

   The Board shall make efforts to make training available on handicapped equipment when a bus driver requests.

5. General Information Sheets for Students

All bus drivers and bus aides shall be provided with general information sheets for students with special needs as it relates to transportation. This information shall guide the bus drivers and bus aides on how to deal with the specific issues of each student.

6. In-Service Days

The bus drivers, relief drivers/bus aides, and bus aides shall have two (2) in-services per year.

7. Restroom Facilities

Access to restroom facilities shall be provided at the transportation building before and after trips.

Bus drivers, relief drivers/bus aides, and bus aides shall have access to the restroom facilities in all Euclid City school buildings.

8. Furlough Days

Transportation employees shall take furlough days on the five (5) designated in-service days for the 2011-2012 school year, except for non-Euclid runs, and furlough days on the five (5) designated in-service days for the 2012-2013 school year, except for non-Euclid runs.

G. Relief Bus Driver/Bus Aide

When the regularly scheduled bus driver is absent and the absence is known to exist for five (5) or more consecutive work days, a relief bus driver/bus aide, if available, shall be assigned by seniority to that route for the duration of the absence. The hourly rate for the relief bus driver/bus aide shall be in accordance with the Relief Bus Driver/Bus Aide salary schedule regardless of the duties assigned. The relief drivers/aides shall be guaranteed the posted hours for the week.

H. Bus Driver/Trainer

To be a bus driver/trainer, a bus driver must meet all state certification requirements and meet the requirements of the bus driver/trainer job description, including any educational requirements, knowledge, skills and abilities determined to be necessary to train bus drivers and/or potential bus drivers in the Euclid City School District.

Bus driver/trainer positions will be posted. A committee shall be established to interview potential bus driver/trainers that have applied for the position. The committee will be made up of two (2) bargaining unit members designated by the ECA President and two (2) administrators. ECA committee members will participate in interviews. If two or more applicants are equally qualified, the determination for recommendation shall be made with preference to the bus driver with the greatest seniority. The committee will make its recommendation(s) for filling the position(s) to the Superintendent or his or her designee.

After the selection of the bus drivers/trainers has been made, the District shall sponsor these bus drivers to be trained and to meet all state certification requirements to become a trainer. The District shall also pick up any costs associated with the training and certification.

Bus driver/trainers may bid on a regular route as well as a mid-day route.

Bus driver/trainers provide training to bus drivers for re-certification and training to substitute bus drivers and individuals wanting to become bus drivers. Training is provided outside normal morning and afternoon route hours as well as evenings and weekends. If a test is scheduled during a trainer's normal route hours or training is needed during the bus driver/trainer's mid-day route, a substitute will be provided to cover the trainer's route.

The Board will hire at least the minimum number of bus driver/trainers required by the state.

A rotation list of bus drivers and others needing to be trained will be maintained by seniority and bus driver/trainers will be assigned in accordance with the rotation list.

I. Van Driver and Van Aide Classifications

1. Van Routes defined – The routes begin at the open of the individual student's scheduled school year and end at the close of the Euclid School District's regularly scheduled school year, starting with the 2010-2011 school year. The routes shall be phased in starting during the 2010-2011 school year and continuing over the next three to five years. These routes are for special education students that are transported, in or out of district, on any privately contracted routes. Bus drivers, bus aides, and relief driver/bus aides shall drive and/or aid these routes in accordance with Article 9 outside of the Euclid School District's regularly scheduled school year.

2. Van Drivers shall be van certified. A Van Driver shall not be eligible for bus driver wage should the Van Driver have a CDL. If a Van Driver has a CDL (Class B, and SP endorsement), he/she may apply for a posted bus driver or relief driver/aide vacancy, but shall not be considered having any seniority as a bus driver or relief driver/aide.

3. Van Drivers and Van Aides shall not be eligible for any bus driver, bus aide, or relief driver/bus aide field trips or extra work which includes all seniority rotation lists. Van Drivers and Van Aides may be used as substitute bus drivers and substitute bus aides only after the relief driver/bus aide, bus driver, and bus aide seniority rotation lists have been exhausted. Van Drivers and Van Aides shall be paid the following for doing substitute bus driver or substitute bus aide work:

	Bus Driver	Bus Aide
Van Driver as substitute	Relief driver/aide rate, at the individual Van Driver's step on the Van Driver salary schedule	Bus Aide rate, at the individual Van Driver's step on the Van Driver salary schedule
Van Aide as substitute	N/A	Bus Aide rate, at the individual Van Aide's step on the Van Aide salary schedule

4. When a Van Driver or Van Aide is absent, that job shall be placed on the Van Driver and Van Aide Rotation List ("VDA") for Van Driver and

Van Aides. Bus drivers, bus aides, or relief driver/bus aides may be used as substitute Van Drivers and/or Van Aides after the VDA Rotation List for Van Drivers and Van Aides has been exhausted. The van drivers and van aides have priority when filling these van driver and van aide vacancies. Bus drivers and bus aides shall be paid the following for doing substitute van driver or substitute van aide work:

	Van Driver	Van Aide
Bus Driver as substitute	Bus Driver rate, at the individual Bus Driver's step on the Bus Driver salary schedule	Bus driver rate, at the individual Bus Driver's step on the Bus Driver salary schedule
Bus Aide as substitute	Van Driver rate, at the individual Bus Aide's step on the Bus Aide salary schedule	Bus Aide rate, at the individual Bus Aide's step on the Bus Aide salary schedule

5. Van Aides may apply for posted bus aide vacancies, but shall not be considered having any seniority as a bus aide.

6. Van Drivers and Van Aides shall have a minimum bid route of two hours per day.

7. Van Drivers and Van Aides shall be eligible for single insurance benefit coverage if they have a regular work schedule of (20) twenty hours or more per week.

8. Van Drivers shall be a separate classification with 6 salary steps beginning with $12.50 per hour with an increase of $.50 per step for each of the 6 steps.

9. Van Aides shall be separate classification with 4 salary steps beginning with $8.00 per hour with an increase of $.50 per step for each of the 4 steps.

10. Van Drivers and Van Aides shall be considered school year employees.

11. Van Drivers and Van Aides shall be eligible for the same holidays as the school year bus drivers, bus aides, and/or relief drivers/bus aides.

12. Van Aides may substitute for Van Drivers at the Van Driver Rate, at the individual Van Aide's step in the Van Aide salary schedule.

ARTICLE 10. COMPENSATION

A. Employee Pay Schedules

The employee pay schedules for the duration of this Agreement shall be found in Appendix C to this Agreement

All members of the bargaining unit shall be frozen at their 2010-2011 step increase earned from the start of the 2010-2011 school year through December 11, 2010, receiving their last payment for this step in the December 26, 2010 pay period. Bargaining unit members shall remain on the step received through the December 26, 2010 pay period for the 2011-2012 and 2012-2013 school years.

B. Salary Payments

Salaries of employees will be paid every other Friday. If a federal holiday falls on a Friday or other non-workday for employees, checks will be paid on the last workday before the regular payday.

Salaries are figured on an hourly basis times the number of hours in the workday times the number of workdays in the respective calendar work year to determine an annual salary.

C. Minimum Call-In – 2 Hours

The Board agrees to pay the employees a minimum of two (2) hours for off-duty call-in. This does not pertain to time worked at the beginning or at the end of an employee's regular workday, or does it pertain to weekend building checks which, when required, are limited to one hour. The intent of the provision is to protect the employee who is asked to give up time on weekends or evenings to cover rentals, special programs or vandalism to buildings. In the event the day custodian is scheduled to close the building after second shift, two (2) hours will be paid, and the custodian shall work one (1) hour.

D. Severance Retirement Pay

Employees who are actively employed on a permanent or part-time basis who elect to retire and have been accepted for retirement by the State Teachers Retirement System (STRS) or the School Employees Retirement

System (SERS) shall be paid a lump-sum equal to one-fourth (1/4) of the value of the accrued, but unused sick leave credit to a maximum of sixty (60) days.

Employees not qualifying for paragraph one actively employed on a permanent basis, retiring between the ages of fifty and sixty who have fifteen (15) to twenty (20) years of Euclid service, will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of forty (40) days. Employees not qualifying for paragraph one actively employed on a permanent basis between the ages of fifty and sixty with over twenty (20) years of Euclid service will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of fifty (50) days.

Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

E. Shift Differential

This premium will not be paid for any day shift work during the summer, unless the employee has been asked to work on day shift. Workers who ask to be placed on the day shift will not be paid the night premium while working the day shift. The requesting employee shall provide a written request for the shift change.

Any employee assigned to a shift other than the regular day shift shall receive extra compensation equal to two-and-nine-tenths percent (2.9%) of that employee's respective hourly rate while the employee is working that shift.

F. Overtime

Employees who work more than forty (40) hours in a week will be compensated at one and one-half (1-1/2) times the regular hourly rate of pay for all hours worked beyond forty (40) hours. If the employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the Superintendent or his or her designee on a time and one-half (1-1/2) basis at a time mutually convenient to the employee and the supervisor.

Double time will be granted for the approved holiday listed. No building checks are allowed on these dates with the exception of the High School.

July 4th
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Easter Sunday
Memorial Day

No substitute, student, or summer help shall work overtime, unless each employee in that classification, department, or school has declined the overtime. An exception would be if an emergency would arise while that person was working with a full-time employee on that particular job.

No overtime can be paid or compensatory time credited unless it has been authorized by the Superintendent or his or her designee, Transportation Supervisor, or Supervisor of Building Operations in advance of time worked. When overtime is authorized for employees, that overtime will be allocated on a rotating basis by seniority (recharging each school year) within a department or school building and by classification.

Compensatory time will be charged at the number of hours taken and additional minutes will be charged at the rate of 0-30 minutes (1/2 hour), 30-60 minutes (1 hour), etc. An employee shall notify his/her supervisor at least twenty-four (24) hours in advance of using compensatory time. Four (4) hours or fewer of compensatory time on the same day as the request can be approved by the supervisor unless a substitute is needed.

Earned compensatory time will be limited to sixty-four (64) hours in any school year. Payment for unused compensatory time shall be made at the appropriate rate of pay that exists on June 15, in the first pay in September.

An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

Payment for accrued compensatory time upon termination of employment shall be calculated at the average regular rate of pay for the final three (3)

years of employment, or the final regular rate received by the employee, whichever is the higher.

"Compensatory Time" and "Compensatory Time Off" are defined as hours when an employee is not working and which are paid for at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.

G. Longevity Program

Each actively employed bargaining unit member shall receive an additional salary payment with the first payroll check in December (approximately December 15) of each year in recognition of length of service or longevity in accordance with the following stipulations and schedule.

Once an employee achieves ten (10) years seniority, the employee will be entitled to longevity pay in accordance with his/her original start date. Starting date is the date the employee becomes a bargaining unit member.

1. The only exceptions to being actively employed are in the event that should an employee retire or pass away during any part of the year prior to December 1, such employee's longevity pay shall be prorated to the effective date of retirement or the death of that employee for that year only. Prorated payments will be based on full month of work only.

2. The anniversary date to qualify an employee for longevity in any year shall be the employee's bargaining unit starting date.

3. Any employee who has reached ten (10), fifteen (15), twenty (20), or twenty-five (25) years of employment in any calendar year qualifies for longevity payments as of December 1 of that year.

4. Actively employed means employees on the monthly payroll and accruing earnings as of December 1 of that year.

If an employee is on a medical leave of absence, such employee's longevity pay shall be determined based on the last completed month of work for that year only. Employees on unpaid leaves of absence in excess of thirty (30) days will have their seniority date for longevity purposes

recalculated. This means that they will not accrue seniority while on an unpaid leave and will not accrue longevity.

Longevity pay shall be computed on total number of years only, in accordance with the following schedule:

a. Longevity Payments

(1)	Ten (10) or more years	$ 550
(2)	Fifteen (15) more years	700
(3)	Twenty (20) or more years	800
(4)	Twenty-five (25) or more years	1200

H. Mileage; Other Expense Reimbursement

Employees required to use their personal car during the workday shall be paid mileage at the rate established by the Board for all personnel plus the actual costs of tolls and parking.

Employees will not be requested nor required to use their private vehicle to haul heavy or dirty material such as plaster, concrete, etc.

When required business travel extends overnight, the employee shall be reimbursed for all other necessary and actual expenses incurred during such travel, including room and meals.

I. Educational Increments

The Board recognizes the need and encourages employees to upgrade their skills beyond the normal ones required to perform their jobs. It is with this recognition that we offer salary encouragement for those who will take the initiative to continue their education.

Salary increases for educational coursework will be granted according to the following schedule:

(1) for every 60 hours of approved, completed coursework, the employee shall receive a one percent (1%) increase in his or her base salary; but

(2) employees shall receive no more than a three percent (3%) increase total during his or her employment with the district in his or her base salary under this "Educational Increments" section.

1. Before an employee enters any program in which he/she would expect compensation, that employee must first obtain permission from the Educational Committee.

   The Educational Committee shall consist of:

   a. Business Manager
   b. Supervisor of Buildings Operations
   c. ECA President
   d. Member appointed by the ECA

2. A copy of the course outline and the agency offering the course must be submitted to the Educational Committee before starting the course. The Educational Committee will review coursework requests on a quarterly basis. Interested employees are to submit requests by the 10th of September, December, March, and June.

3. Each program attended must be offered by an accredited vocational school, trade school, college, or university certified by the State of Ohio Adult Education Program. Workshops and mini-courses may be approved.

4. The tuition or fee shall be borne solely by the employee.

5. In-service courses offered by the Board that are given in lieu of a workday are exempt. Example: Cleaning workshops on NEOEA Day.

6. Upon completion of a course, a certificate of attendance/completion or grade must be filed with the Educational Committee.

   a. A record of credit hours or clock hours also must be filed with the Committee.

   b. If a grade is given, it must be of a passing nature.

7. Compensation for said course will be set in compliance with the percent increases, with a cap at three percent (3%), as outlined above.
8. The Educational Committee shall evaluate any job-related approved courses that an employee has taken.

9. Compensation adjustments shall be based on approval of the Committee. Adjustments shall take place on the last pay in December and the last pay in June.

10. If a course is required for a particular job, that course is exempt from additional compensation if the employee is already being compensated for those skills through the job classification.

J. Admission to School Events

An employee, upon request to the Superintendent or his or her designee, shall be provided, without cost, a ticket to any Board-sponsored athletic or extracurricular event for which admission is charged, except events which are sponsored for the sole purpose of fundraising. Such ticket may be used only by the employee or a member of the employee's immediate family.

K. Payroll Deductions

Deductions shall be made from paychecks as required by law or upon the authorization of the employee for the following reasons:

1. Insurance,

2. Annuities,

3. Credit Union,

4. ECA PAC contributions,

5. United Way, or other approved workplace donation program,

6. Savings Bonds.

L. Direct Deposit of Paychecks

The paycheck of an employee may be deposited directly into an account in a financial institution designated by the employee. Such direct deposit may be by mail or by electronic transfer, at the option of the employee, and may occur only upon written authorization by the employee to the Treasurer. Employees hired after May 1, 2001, will be paid only through direct deposit.

M. Mandatory Meetings

An employee will receive compensation at his/her regular hourly rate of pay for all time spent, when required by the Superintendent or his or her designee or the immediate supervisor, to attend meetings. If the meeting is scheduled on the employee's own time, the employee will be paid a minimum of one (1) hour at his/her regular hourly rate of pay.

N. Criminal Background Checks

The Board shall reimburse up to $46.00 for all state and federal background checks for employees. Any additional costs may be deducted through payroll deduction. The Board will not pay for an employee's initial background check, nor will any pay be retroactively granted under this article to any employee who has already paid for a background check.

ARTICLE 11. INSURANCE

A. Medical Benefits

1. The Board shall supply the following health plan benefit with single or family coverage for all bargaining unit members. Part time employees who elect family coverage must pay the difference between the Board-paid single coverage and Board-paid family coverage through payroll deduction to take advantage of our low family group rates.

2. The Board shall provide family health insurance benefits for transportation employees whose routes are at least 37 ½ hours as of October 15th of each school year.

3. Employees will pay fifteen percent (15%) of the single and family (as applicable) premium cost for major medical and hospitalization coverage.

4. Plan Design: The plan includes the following:

Benefits	Network Facility	Non-Network Facility
Dependent Age Limit	Dependent age: 26; Older aged child: 28	
Benefit Period Deductible	$200 Single/$400 Family	$400 Single/$800 Family
Coinsurance Maximum (excludes deductible)	$600 Single / $1,200 Family	$1,200 Single / $2,400 Family
Out-of-Pocket Maximum (includes deductible)	$800 Single / $1,600 Family	$1,600 Single / $3,200 Family
Maximum Plan Benefits	$5,000,000 Annual Maximum	
Inpatient Facility		
Semi-Private Room & Board (365 days per year)	90% after Deductible	80% after Deductible
Diagnostic Services	90% after Deductible	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or $ limits	
Skilled Nursing Facility	No Limits	
Base	90% after Deductible	80% after Deductible
Supplemental Major Medical	90% after Deductible	80% after Deductible

Benefits	Network Facility	Non-Network Facility
Outpatient Services		
Surgical Facility Services	90% after Deductible	80% after Deductible
Diagnostic Lab, medical tests, and x-ray services	First $500 Covered in Full, then 90% after Deductible |	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Physician/Office Services		
Office Visit (Illness/Injury)	$15 copay then 90%	$15 copay then 80%
Urgent Care Facility Services	$15 copay then 90%	$15 copay then 80%
Immunizations (all immunizations)	90% after Deductible |	80% after Deductible (100% if service has A or B rating by US Preventative Services Task Force)
Allergy Testing and Treatments	90% after Deductible	80% after Deductible
Preventive Services		
	A or B in the US Preventative Services Task Force, routine immunizations and other screenings	
Routine Physical Exam/Office Visit (One per benefit period)	100%	$15 copay then 80%
OB-GYN/Office Visit (One per benefit period)	100%	$15 copay then 80%
Well Child Care Including exam and immunizations	100% 32 visits per Lifetime; Birth to age 21	$15 copay then 80% Copay applies to exam charge only All other expenses covered at 80% 32 visits per Lifetime; Birth to age 21
Routine Mammogram (One per benefit period)	100%	80% after Deductible
Routine Pap Test (One per benefit period)	100%	First $250 per benefit period covered at 100%, then 80% after Deductible
Routine Prostate Exam (One per benefit period)		
Routine Colonoscopy & Sigmoidoscopy Exam	100%	First $250 per benefit period covered at 100%, then 80% after Deductible
Outpatient Services		

Benefits	Network Facility	Non-Network Facility
Physical Therapy	90% after Deductible | 80% after Deductible 40 visit limit, combined with Occupational	
Occupational Therapy	90% after Deductible | 80% after Deductible 40 visit limit, combined with Occupational	
Speech Therapy	90% after Deductible | 80% after Deductible 20 visit limit	
Chiropractic	90% after Deductible | 80% after Deductible 12 visit limit	
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or $ limits.	
Emergency	Emergency use: $50 Emergency Room Co-pay (waived if admitted) Non-Emergency use: $50 ER Co-pay then 80% of Covered Charges	
Additional Services		
Ambulance	$25 Co-pay then covered in Full	
Durable Medical Equipment	90% after Deductible	80% after Deductible
Hearing Benefits (2 per 36 months) Exam Conformity & Hearing Aid Evaluations Hearing Aids	$40 per exam 100% 100%	
Home Health Care	90% after Deductible	80% after Deductible
Hospice	Covered in Full	
Human Organ Transplants	90% after Deductible (Pre-certification required)	80% after Deductible (Pre-certification required)

Note: Copays for medical coverage apply to the co-insurance limit and out of pocket maximums (no reimbursement of co-pays when out-of-pocket maximums are reached).

5. The Board shall self-fund medical benefits for employees who choose a non-network facility associated with University Hospitals of Cleveland. Such an employee shall be reimbursed by the Board for

the cost difference when choosing to use such a non-network facility rather than a facility in the network.

a. The Healthcare Committee shall continue its current work to achieve the following objectives: maintenance of high level of coverage tailored to meet staff needs; maintain a high level of choice of providers; maintain current annual maximum out-of-pocket expenses for medical coverage to employees who receive in-network coverages.

   To achieve this objective, the committee will continue to meet on a regular basis and work to reach consensus on controlling costs and improving the plan design. The committee will review proposals that are secured from possible providers, interview carriers, work to reach consensus on a provider and make recommendations to the Board of Education and the ECA that meets these objectives.

b. Mental Illness

   See schedule of benefits above.

c. Alcohol/Substance Abuse

   See schedule of benefits above.

6. Major Dental Program

The dental plan will be changed to a managed care dental enhanced PPO plan. The preferred provider dental plan includes a network of dental providers available to employees and their dependents. Plan members can elect to receive dental services from network or non-network providers. The plan pays a percentage of allowable charges based on either a negotiated fee or a reasonable or customary fee. The plan allows for a 100% reimbursement of allowable charges for covered preventative services that are received twice in any period of 12 consecutive months when using in network dentists. Other covered services are subject to a single-family deductible of $100/$200 with 80% coverage thereafter for most services, and a maximum annual plan payment of $2,000 per person. Orthodontic services are covered at 60% with a separate lifetime maximum of

$1,500 per person. Employees electing to participate in the dental program shall pay two percent (2%)of the premium associated with such coverage by payroll deduction.

7. Employees who choose to participate in a whole health maintenance plan shall have their premiums for single or family coverage paid by the Board up to the monthly maximum of the applicable single or family coverage premium paid by the Board, as set forth in the Schedule of Benefits above.

8. Prescription Drug

Employees will pay fifteen percent (15%) of the prescription drug premium. The prescription drug plan will include a ten dollar ($10.00) co-payment for generic prescriptions and a fifteen dollar ($15.00) co-payment for preferred name brand prescriptions and a twenty-five dollar ($25.00) co-payment for non-preferred name brand prescriptions. Mail order prescriptions carry fifteen ($15.00) copay for generic prescriptions for a 90-day supply per prescription and twenty ($20.00) dollar copay for a 90-day supply per prescription. Generics are mandatory unless the physician requires a brand name. Maintenance drugs are available via mail order, and must be obtained after the third fill at retail.

9. Vision Plan

The schedule of benefits is as set forth below:

Benefits	Network Facility	Non-Network Facility
Examinations	Covered in Full	Up to $30 allowance Once every 12 months
Frames	Covered up to $120 allowance	Up to $45 allowance Once every 24 months
Prescription Lenses	One pair per 12 month period	
Single Vision Lenses	Covered in Full	Up to $25 allowance
Bifocal Lenses	Covered in Full	Up to $40 allowance
Trifocal Lenses	Covered in Full	Up to $50 allowance
Lenticular single Lenses	Covered in Full	Up to $100 allowance

Benefits	Network Facility	Non-Network Facility
Contact Lenses (Lieu of Frames & Lenses)	Once every 12 months	
Medically Necessary	Covered up to $100 per pair	Up to $100 allowance
Cosmetic	Covered up to $100 per pair	Up to $100 allowance

10. Choice of providers for all insurance fringe benefits shall be at the discretion of the Board provided that every member is entitled to no less than maximum benefits of current coverage. The Association will be given the opportunity to examine coverages to be given by new providers, if any, prior to final approval by the Board. The Board's contracts with providers may include (1) anti-duplication provisions under which the Board's obligation will be to provide secondary coverage to those employees eligible for coverage under some other insurance fringe benefit plan, and (2) where spouses are both employed by the Board, the Board shall in no case be obligated to provide more than one plan per family.

11. The dental, prescription drug, and vision care program are free-standing, and an employee may enroll in any or all of these programs (all single or all family only).

12. <u>Calculations for Medical Insurance</u>

    Individual Plan – Full-time employees (either 12-month or school year): No ceiling on the Board's contribution. Employee contributions based Section (A).

    Individual Plan –Part-time employees (either 12-month or school year): No ceiling on the Board's contribution. Employee contributions based Section (A).

    Family Plan – Full-time employees (either 12-month or school year): No ceiling on the Board's contribution. Employee contributions based Section (A).

Family Plan –Part-time employees (either 12-month or school year): No ceiling on the Board's contribution. Employee contributions based Section (A). The employee may pay the difference between his/her Board-paid single coverage and family coverage through payroll deduction to take advantage of our low family group rates.

13. Calculations for Medical Insurance

The following hourly basis will be used for calculating medical insurance:

Part-time (either 12-month or school year) – 20 to 37 hours per week – full-year contract

Full-time (either 12-month or school year) – 37-1/2 hours or more per week – full-year contract

14. If an employee's spouse is eligible to participate, as a current employee or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in that plan or, should the spouse elect not to enroll and participate in that coverage, the District employee shall pay an additional $200 per month for family coverage, in addition to any other contributions otherwise due.

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 40% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board of Education will become the secondary payer of benefits.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance

coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of a change in a spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Board providing benefits to which a spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorney's fees and costs, incurred by the Board. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage. An employee who submits false information may be subject to disciplinary action up to and including termination of employment.

B. Term Life/AD & D Insurance

Term insurance will be paid by the Board of Education on the following basis:

Part-time and Full-time (either 12-month or school year)	$50,000.00

Your term life insurance policy carries with it coverage for accidental death and dismemberment. The Board reserves the right to select the carrier. Should the Board change carriers, substantive provisions must be equal to the present contract. Booklets explaining the policy and coverage are available by calling the Business Department.

C. Insurance Booklets and Contracts

Each employee shall be provided a summary plan booklet for each insurance program provided. The ECA President shall be provided a

complete copy of the contract and any amendments thereto between the Board and the carrier for each insurance program provided to employees.

D. Coverage During Unpaid Leave

An employee granted a leave of absence without pay as provided in this Agreement shall be given the opportunity to continue insurance coverages in existing programs, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

ARTICLE 12. EFFECTS

A. Entire Agreement Clause

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practice between the Board and ECA, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. Non-Discrimination

The provisions of this Agreement shall be applied without unlawful discrimination with regard to the race, creed, color, religion, national origin, age, sex, disability, or marital status of any employee.

C. Severability

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted provision.

D. Authority of Agreement

This Agreement shall supersede any policies, rules, regulations, or practices of the Board which shall be contrary or inconsistent with the terms of this Agreement.

E. Individual Contracts

If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. Printing and Distribution

Copies of this Agreement, titled "Agreement between the Euclid Classified Association OEA/NEA and the Euclid City Board of Education," after being signed by both the Board and ECA representatives and after approval by

the Superintendent of a proof copy prepared by ECA, shall be printed at the expense of the Board. Sufficient copies of the printed Agreement shall be provided to ECA for distribution to employees now employed or hereafter employed by the Board. Further the ECA shall be provided for its use of thirty (30) copies of the printed Agreement. The Agreement shall also be available online.

G. Duration

This Agreement shall remain in full force and effect from twelve o'clock midnight, June 30, 2011, through twelve o'clock midnight, June 30, 2013.

This Agreement between the parties is entered into on June 30, 2011, and attested to by representatives whose signatures appear below:

James Rowe, President

Dr. Joffrey Jones, Superintendent

Allen Black, Treasurer

Dr. Andrea Celico, Asst. Superintendent

Janis Nebe, Secretary

Steve Vasek, Treasurer

Terry Wilbraham, Transportation Rep.

Barry Sweet, Board President

Paul Zielinski, Skilled Trades Rep.

Ken Clickenger, Business Manager

Chlo Leidy, OEA Labor Relations Consultant

APPENDIX A

GRIEVANCE FORM

NAME OF GRIEVANT: _____

DEPARTMENT/CLASSIFICATION: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

DATE OF INFORMAL DISCUSSION: _____

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S) VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

_____	_____
Signature of Grievant and/or ECA Representative	Signature of Person Receiving Grievance at Initial Formal Filing
_____	_____
Date	Date

APPENDIX B

QUALIFIED CLASSIFICATIONS CHART FOR PURPOSES OF LAYOFF AND RECALL

An employee holding a position in a classification listed below shall be qualified to hold the position in any of the classifications listed under that employee's classification that is the same or a lower paying position. An employee shall also be qualified if he/she has the proper license or certificate for the same or a lower paying position.

A. * HIGH SCHOOL CUSTODIAN - Days

B. * SKILLED TRADESMAN

C. * CUSTODIAN – MIDDLE SCHOOL

D. GENERAL TRADES MAINTENANCE

E. GENERAL TRADES MAINTENANCE/LAUNDRYMAN

F. *CUSTODIAN SR. HIGH – AFT.

G. *CUSTODIAN SR. HIGH – NIGHT (3RD) / ELEMENTARY / MOBILE CUSTODIAN

H. *BUS DRIVER / GROUNDS MAINTENANCE

I. *ASSISTANT CUSTODIAN - MIDDLE

J. CHILD DEVELOPMENT CENTER / BUILDING SERVICES

K. *DRIVERS/SERVICE CENTER/FOOD SERVICE

L. ASSISTANT CUSTODIAN – ELEMENTARY

M. GENERAL BUILDING MAINTENANCE / ASST. CUSTODIAN TRAINEE

N. LAUNDRYMAN

O. AUXILIARY BUILDING SERVICE

P. RELIEF BUS DRIVER / BUS AIDE

Q. VAN DRIVER

R. GENERAL CLEANER

S. BUS AIDE

T. MOBILE RELIEF CLEANER

U. VAN AIDE

* Denotes a closed classification which needs a license or certificate in order to bump into the lower classification. If the person who is bumped has the license or certificate he/she shall be qualified to move to the same or lower paying position. If he/she does not have said licensing, or certification he/she is to move down to the next open classification which is the same or lower paying position by seniority.

APPENDIX C
HOURLY RATE SCHEDULE
EFFECTIVE JUNE 30, 2011 THROUGH JUNE 30, 2013

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian – Sr. High – Day	20.02	21.38	22.11	22.83	23.15	23.99
**Skilled Tradesman	19.25	20.46	21.24	21.95	22.28	23.36
Custodian - Middle Schools Central	19.04	20.33	21.07	21.74	22.09	22.90
General Trades Maintenance	18.51	19.73	20.46	21.25	21.54	22.33
General Trades Maintenance/Laundryman	18.51	19.73	20.46	21.24	21.54	22.33
*Custodian – Sr. High - Afternoon	18.48	19.78	20.49	21.28	21.55	22.38
*Custodian– Sr. High – Night (3rd)	17.35	18.51	19.29	20.01	20.39	21.12
Custodian - Elementary - Day	17.35	18.51	19.29	20.01	20.39	21.12
*Mobile Custodian	17.35	18.51	19.29	20.01	20.39	21.12
Bus Drivers/Grounds Maintenance	16.39	17.52	18.22	18.96	19.30	20.04
*Asst. Custodian - Middle School – Aft.	16.28	17.36	18.15	18.85	19.22	19.97
*Child Dev. Center - Bldg. Services (after 90 Days)	16.14	16.80	17.55	18.23	18.88	19.63
Drivers/Service Center/Food Service	16.09	17.19	17.98	18.70	19.03	19.81
Asst. Custodian – Elem - Day	15.79	16.97	17.69	18.40	18.75	19.54
*Asst. Custodian – Elem – Aft.	15.79	16.97	17.69	18.40	18.75	19.54
Asst. Custodian Trainee/General Building Maintenance - Day	15.32	16.42	17.14	17.85	18.20	18.97
* Asst. Custodian Trainee/General Building Maintenance – Aft.	15.32	16.42	17.14	17.85	18.20	18.97
Laundryman	15.22	16.25	17.10	17.73	18.11	18.83
*Child Dev. Center - Bldg. Services (Begin)	15.11	16.11	16.85	17.59	17.92	18.73
Auxiliary Building Service - Day	14.58	15.61	16.32	17.10	17.37	18.18
*Auxiliary Building Service – Aft./Night	14.58	15.61	16.32	17.10	17.37	18.18
Relief Bus Driver/Bus Aide	12.70	13.14	13.61	14.06		
Van Driver	12.50	13.00	13.50	14.00	14.50	15.00
General Cleaner - Day	11.79	12.15	12.55	13.27	13.69	14.11
*General Cleaner - Aft.	11.79	12.15	12.55	13.27	13.69	14.11
Bus Aide	10.00	10.50	10.96	12.05		
*Mobile Relief Cleaner	9.44	9.77	10.10	10.48		
Van Aide	8.00	8.50	9.00	9.50		

NOT included in above rates:
**Asst. Foreman - Additional $.21 per hour
*Shift differential (See Article10, Section E)