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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

The Champion Local School Board of Education

and

The Champion School Support Association

July 1, 2007 – June 30, 2009

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ARTICLE I. RECOGNITION

1.01 Statement of Recognition

The Board and the Association recognize and agree that all classified employees have the right to join, participate in and assist the Association unless otherwise provided in this article and the right to refrain from such by membership. Membership shall not be a prerequisite for employment or continuation of employment of any employee.

The Champion Local School Board of Education, (hereinafter "Board") recognizes CSSA - OEA/NEA - Champion School Support Association, (hereinafter "Association",) as the sole and exclusive bargaining agent for the bargaining unit.

This recognition shall remain in effect for the term of this agreement provided that the Association retains certification as the exclusive representative of the bargaining unit described herein.

1.02 Definition of Bargaining Unit

1.021 **Inclusions:** The bargaining unit shall include all regular employees who have completed their probationary period, i.e. custodians, maintenance personnel, bus drivers, cafeteria employees, library secretaries, sign language interpreters for the deaf who work 20 or more hours per week. Also, any employee(s) working in the same bargaining unit position for 60 consecutive days or more becomes eligible for inclusion into the bargaining unit on the 61st day of employment in the same position. The 60 days shall commence from the date of the effected employee's most recent date of hire.

1.022 **Exclusions:** Excluded from the bargaining unit are all supervisors, secretaries assigned to the offices of the school principal (guidance and asst. principal) secretaries and other clerical personnel assigned to the central administration offices, educational aides, attendants, substitutes, probationary employees and all other employees not expressly listed in the above paragraph.

1.03 Bargaining Unit Work

Bargaining unit work shall not be performed by non-bargaining unit employees except in cases of an emergency or for instructional assistance as determined by the Superintendent.

1.04 Substitute Employees

Qualified substitute employees shall be hired to replace absent bargaining unit employees as long as they are available. The Board of Education shall make a good faith effort to have an adequate number of substitute employees available in all classifications.

ARTICLE 2 NEGOTIATIONS

2.01 Initiation of Negotiations

A written request to open negotiations shall be served on either party not earlier than the 1st of March and not later than the 15th day of March of the school year in which a new contract is to be negotiated. Within 15 days of the receipt of the request both parties will establish a mutually agreeable site, date and time for the initial meeting.

2.02 Submission of Issues

Once the meeting date, time and place has been established by both parties, the following procedures will be used:

In the first meeting, the party requesting negotiations shall submit in writing its proposals and thereafter additional items shall not be submitted by such party unless the other party consents thereto.

At the second meeting, the party who did not initiate negotiations may submit any proposals, items and/or articles to be discussed in addition to those items, articles and/or proposals submitted by the party initiating the negotiations. The parties will limit the negotiations to the items, issues and/or proposals exchanged at the initial two meetings unless the parties mutually agree to discuss new or additional items, issues and/or proposals.

Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which if agreed to by the other party shall express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiation laundry list shall constitute a clear failure of compliance with this requirement and may be disregarded.

2.03 Scope of Negotiations

Representatives of the Board and Association will negotiate in good faith all matters concerning salaries and such other terms and conditions of employment

within the authority of the Board to resolve as the parties may agree are proper subjects of negotiations.

2.04 Negotiating Teams

The Board and the Association shall be represented at the negotiation meetings by a team of not more than five (5) negotiators. Each side may have one (1) observer. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representatives of the other party. The Board may use legal counsel and the CSSA may use the OEA labor relations consultant as an additional team member.

In addition to said teams, the parties shall be authorized to admit one (1) resource person necessary to present any specific and/or unique issue on behalf of the other party. This resource person may be a bargaining unit member, a Board member or an OEA employee. In no case may there be more than seven (7) persons at the table for either side.

2.05 Item Agreement

As negotiated items are agreed upon they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as the tentative agreement by both parties on that item or issue subject to final ratification by the Association and adoption by the Board.

2.06 Agreement

When agreement is reached on all negotiable items through negotiations, the tentative agreement shall be reduced to writing. Upon reaching tentative agreement both negotiating teams shall recommend ratification of the tentative agreement.

It shall be submitted to the Association for ratification and adopting. Within fourteen (14) days of ratification by the Association, the Board shall vote on the Agreement. After both parties ratify the Agreement, it shall be binding on both parties. Both parties shall review the agreement together to determine the accuracy of the document. If the agreement is in the proper form, said agreement shall be signed by the Board President, the Superintendent, the Board Treasurer, the Association President, and members of the CSSA negotiating team.

2.07 Exchange of Information

The Superintendent shall furnish the Association and the Association shall furnish the Superintendent upon reasonable request all available information pertinent to the issues under negotiation such as financial condition of the district. The Board and the Association will incur no unusual expense in providing such information to

the other party. Access to available information in such form as it may exist constitutes compliance with the provision and neither party is obligated to develop data or information not in existence or to report, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

2.08 Caucus

Upon request of either party the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

2.09 Progress Reports

The Association and the Board retain the right to issue general reports to its membership on the progress of negotiations. Press releases to the news media regarding negotiations can be issued by either party, but no earlier than twenty-four (24) hours after the Board of Education receives a notice of intent to strike pursuant to O.R.C. 4117.14 (D) (2).

2.10 Closed Meetings

Negotiating meetings shall be closed to the press and the public.

2.11 Dispute Resolution

If agreement is not reached within forty-five (45) days prior to the expiration of this agreement, either party shall have the option of declaring an impasse. Upon declaration of impasse by either party, both parties shall jointly notify the Federal Mediation and Conciliation Service and the State Employment Relations Board that the issues in the dispute are being submitted to mediation and request a mediator to assist in negotiations.

The parties agree and will so notify the Federal Mediation and Conciliation Service and the State Employment Relations Board that the use of a mediator from FMCS shall be the sole dispute resolution procedure of the parties and the parties hereby waive the right to utilize any other dispute resolution procedure including those enumerated in Chapter 4117 of the Ohio Revised Code. The parties shall meet at the request of the mediator. The mediator shall have the authority to assist the parties in reaching an agreement. The parties will continue mediation until the mediator declares that further progress may not be achieved through negotiations. The time limit for negotiations/mediation may be extended by mutual agreement of the parties.

The above procedure shall not be subject to the grievance procedure. During and subsequent to submission of any ten (10) day notice to strike, mediation negotiations may be utilized by the parties to resolve disputed issues. The Board

acknowledges that the Association retains its right to strike in accordance with the procedures outlined in Ohio Revised Code Section 4117.

ARTICLE 3 GRIEVANCE PROCEDURE

3.01 Grievance

A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement. If any such grievance arises there shall be no stoppage or suspension of work because of such grievance; that such grievance shall be submitted to the following grievance procedure.

3.011 Days

Days shall mean actual working days. Working days shall mean days when the Board office is open for business.

3.02 Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal as appropriate at all levels of the procedure.

3.021 General

All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision. Decisions rendered at each formal level will be made in writing on the form(s) hereto attached, (Appendix B), setting forth the decisions and reasons thereof. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association or its affiliates or by any representative of his own choosing. When the grievant is represented by the Association or its affiliates at any step of the grievance procedure, any formal written grievance shall contain the signature of an Association representative or affiliate representative. Before the grievance is taken to the next level, the Association or its affiliates has the option of withdrawing its support.

3.022 Time Limits

If a formal grievance is not filed within fifteen (15) days (Step II) after the act or conditions giving rise to the grievance occurs, the grievance shall be deemed waived and not arbitrable. If the grievant and/or the Association on

behalf of the grievant fails to follow the time limits at each level, the grievance shall be deemed waived and not arbitrable. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums. However, they may be extended by written agreement of the parties involved. In the event a grievance is filed after May 15th of any year, and the parties cannot strictly adhere to time limits, the grievance(s) shall be processed at a time mutually agreeable to the parties, but no later than the beginning of the next school term.

3.023 Step I. Informal

If an employee believes there is a basis for a grievance, he/she must discuss the matter with their immediate supervisor in an effort to resolve the problem informally. Such discussion shall take place when the supervisor is approached by the grievant, or within twenty-four (24) hours. Should the twenty-four hour delay cause the timelines to expire, the grievant shall immediately move to Step II.

3.024 Step II. Formal

If the grievant is not satisfied with the results of Step I, he/she may begin formal procedure by submitting the formal grievance on the form attached hereto and made a part hereof, marked Exhibit B, to his/her immediate supervisor. Within five (5) days of the receipt of the form, the immediate supervisor shall conduct a meeting with the grievant and, within five (5) working days after such meeting shall make a written decision, Exhibit B. The decision reached at this meeting shall be recommended in Step II of the grievance report and signed by both parties. If the grievance is not appealed to the next higher step within five (5) working days, further appeal shall be barred. Failure to meet with the grievant within five (5) working days or failure to make a decision within five (5) working days after such meeting, the grievance automatically goes to Step III.

3.025 Step III. Formal–Superintendent

If the grievant is not satisfied with the results of Step II, he/she may continue the formal procedure within specified time limits by submitting the formal grievance to the Superintendent or his/her designee. Within five (5) days of receipt of this form, the Superintendent or his/her designee shall conduct a meeting with the grievant and within five (5) days after such meeting shall make a written decision. The decision reached at this meeting will be recorded on Step III of the grievance report form and returned. In the event the grievance is not appealed within five (5) working days to the next step, further appeal shall be barred. In the event that within five (5) days of receipt of the form by the Superintendent a meeting is not conducted with the grievant or within five (5) days after such meeting a

written decision is not made, the grievance automatically goes to Step IV.

3.026 **Step IV. Formal–Board**

If the grievant is not satisfied with the disposition made at Step III, then he/she may, within the required time limits, file with the Superintendent a written request for a hearing before the Board of Education. Such hearing shall be held in private. The decision of the Board shall be rendered as promptly as possible, but within ten (10) working days from the Board hearing date. In the event the decision issued at Step IV is not appealed in writing within five (5) working days from receipt of the Board's decision, it will be determined that the grievance has been resolved.

3.027 **Step V.–Arbitration**

If the grievant is not satisfied with the disposition made at Step IV or the Board fails to provide a written decision within ten (10) working days from the Board hearing date, then he/she may request in writing his/her desire to arbitrate the grievance.

The grievant shall have the right to appeal the dispute to an impartial arbitrator. The arbitrator shall be selected from a list of seven (7) names submitted by the American Arbitration Association. If no arbitrator is mutually selected from the first list, the parties shall obtain up to two additional lists from which to select the arbitrator. If the arbitrator is not mutually selected after submission of the third list from the AAA, the arbitrator shall be selected from a list of three names submitted by the AAA.

3.028 **Powers of the Arbitrator**

A. It shall be the function of the arbitrator and he/she shall be empowered except as his /her powers are limited below after due investigation to make a decision in case of alleged violations by the aggrieved.

B. He/she shall have no power to add to; subtract from; disregard; alter; or modify, any of the terms of this agreement.

C. He/she shall have no power to establish salary/wage schedules or change salary/wage schedules.

D. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this agreement.

E. In the event that a case is appealed to any arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with notification to the Board, without decision or recommendation on its merits.

F. The fees and expenses of the American Arbitration Association and arbitrator shall be paid by the party that loses the Arbitration. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring same and neither party shall be responsible for the expense of witnesses called to testify for the other side.

G. If the issue of arbitrability is raised, the arbitrator shall bifurcate the hearing and first decide whether the grievance is arbitrable. If the arbitrator determines that the grievance is not arbitrable, the grievance will be dismissed.

3.029 **Miscellaneous**

A. Failure of the administration to notify the aggrieved of a decision they have made on a grievance, at any level, will permit the grievance to proceed to the next step.

B. All notices of hearing and dispositions of grievances shall be delivered in person to the grievant or left in the grievant's school mailbox, with a copy delivered to the Association president.

C. All written reports prepared for the purpose of complying with these procedures, by any Party in Interest, shall be made on the Exhibit B *Grievance Form.*

D. All grievances to be advanced to Step V Arbitration shall be submitted by the grievant to the Association president and no grievance may be advanced to Step V arbitration without the consent of the bargaining unit grievance committee.

E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

F. Meetings and hearings held under this procedure shall be conducted at a time and place which is mutually agreeable to the parties.

G. Witnesses for arbitration hearings shall be released from their duties for the time they are required to testify with no loss of pay or benefits.

ARTICLE 4. RIGHTS

4.01 Association Rights

A. The Association or any committee thereof may use the school facilities for meeting purposes. The Association and/or any Association committee shall follow the appropriate procedures for building utilization including completion and filing of the necessary forms. No fees will be charged for the use of the facilities unless custodial services beyond that which is regularly scheduled is required. Any authorized use of equipment or supplies will result in the usual or customary charges. Association meetings shall not interfere with the duties of employees or the primary purpose of the facilities and/or equipment. However, in the event the Association schedules a meeting which conflicts with the duties of any employee(s), the supervisor notification shall be the Building Use Form. The employee(s) on duty during an Association meeting shall be released to attend, provided the employee(s) combine and use their break(s) and lunch time(s) to attend the meeting. The employee(s) shall report back to their work site immediately after the meeting, or after their break and lunch time is exhausted, whichever occurs first. Any abuse shall be cause for the supervisor to withhold this privilege from the abuser for the duration of the contract year. This is only applicable to meetings scheduled on non-student time, which do not interfere with securing the building.

B. All Association business except as stipulated in 4.01A., shall be conducted during non-work hours, unless otherwise authorized by the Superintendent.

C. A building principal or appropriate administrator shall designate a bulletin board or portion thereof in each building for the use of the Association. All materials posted thereon shall have the OEA logo or identify the person, committee or organization causing the material to be so posted.

D. **Board Provided Information**

1. The Association President shall be provided with:

   a. A copy of the Board agenda on the day of the meeting and, upon request, any public record required to be kept under Ohio Revised Code Section 149.43.

   b. A copy of approved Board minutes following each Board meeting when available.

   c. A copy of Board policy revisions and additions.

2. The Association shall have access to employee mailboxes.

E. **Representation**

1. A member of the bargaining unit shall, on request, be accompanied by an Association representative at a conference where disciplinary action is being administered.

2. A copy of the negotiated Agreement will be provided to all employees in the bargaining unit by the Association.

F. **Agency Shop**

1. **Association Membership or Fair Share Fee:**

In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of the dues uniformly required of the members of the Association.

2. **Payroll Deduction**

Bargaining unit members may pay yearly dues or service fees either directly to the Association or by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization Form delivered to the Board.

3. **Fair Share Fee Payers**

Should a bargaining unit member choose not to become a member of the CSSA, the bargaining unit member shall be identified as a Fair Share Fee Payer. That fee payer shall receive financial information from the Association and the fee payer's rights for protesting the fee or the amount of the fee and the procedure for obtaining any rebate he/she might be entitled. At least thirty (30) calendar days following the receipt of this information the CSSA treasurer shall give the Board treasurer a list of feepayers for whom the Fair Share fee shall be deducted, in accordance with the above, in equal installments from the fee payer's remaining paychecks prior to June 1.

4. **Indemnification**

The Association shall indemnify the Champion Local Schools, Board of Education, Treasurer, Superintendent, their agents, or assigns, and hold them harmless against any and all claims, demands, suits,

or other forms of liability, including legal fees and expenses that may arise out of or by reason of action taken by the Champion Local Schools, for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notices, or assignments furnished under any of such provisions.

G. **Association Leave**

A total of four (4) Association days shall be granted to CSSA officers for the purpose of carrying out business of the Association within the following guidelines:

1. Must be approved in advance by Supervisor and Superintendent;

2. Association days shall not be approved for released time from work for the purpose of Association-Board negotiations or for processing other related Association activities;

3. The Board shall be responsible for securing a substitute, if necessary, for Association leave, but shall not reimburse Association members for business expenses.

4. The Superintendent may, at his/her discretion, grant an additional two (2) days of Association Leave.

4.02 Management Rights

The Champion Board of Education hereby retains and reserves unto itself, except as limited by the specific and expressed terms of this contract all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the applicable laws and the *Constitution* of the State of Ohio, and of the United States including but without limiting the generality of the foregoing, the right:

A. To the exclusive management and administrative control of the school system and its properties and facilities;

B. To hire all employees, and subject to the provisions of the law, to assess their performance, determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion for cause and to lay off, transfer, assign, promote or retain all such employees.

C. To direct the work force; to decide the duties to be performed; to decide the means, methods, and equipment to be used; and to schedule the days and hours of work; and starting and quitting times of employees; to determine the adequacy of the work force;

D. To make such reasonable rules and regulations as are necessary to maintain the orderly *and efficient operations* of Champion Schools. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this contract and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and applicable laws of the State of Ohio and rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 5. LEAVES

5.01 Personal Leave

All classified employees assigned to a regular full-time position will be eligible for up to four (4) days of paid personal leave each contract year. *Personal leave shall* be non-cumulative. Paid personal leave days are provided for in an effort to avoid docking an employee for legitimate business, professional, or personal reasons an employee may encounter which cannot be met outside the regular work day. Typical of these obligations, although not inclusive are: court appearances, religious holidays, funerals not covered by sick leave, school obligations for his or her child, and real estate obligations.

Personal leave requests must be submitted no later than three (3) days in advance to the appropriate supervisor. Prior approval of personal leave day requests must be obtained from the respective supervisor and Superintendent of Champion Schools. Personal leave forms can be located in building offices.

The personal leave shall be non-consecutive work days and shall not be taken on the day preceding or day subsequent to a holiday, term break, vacation, sick leave, *or holiday* recess, or first and/or last days of school. Personal leave may be granted in one-half or one day increments.

No more than one (1) employee in each employment classification by building on any given day shall be approved for personal leave.

Personal leave for new employees hired on a regular full time basis during a contract year shall be as follows:

New employees hired on regular basis between:

7/1 to 9/30	4 days
10/1 to 12/31	3 days
1/1 to 3/31	2 days

4/1 to 6/30 1 day

Unused personal leave days will be converted to sick days at the end of the school year. June 30 shall be the last day of the year for 12 month employees.

5.02 Sick Leave

Sick leave will be granted according to the Ohio Revised Code, except that employees will be entitled to an unlimited accumulation of unused sick leave.

A. Each member of the bargaining unit shall receive fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.

5.03 Bereavement Leave

In the event of a death of a member of an employee's *immediate* family, the employees shall be entitled to three (3) days paid bereavement leave, two (2) days of which shall be separate and apart from any employee's sick leave and the third (3rd) day, if used, shall be charged against an employee's accrued sick leave balance. Use of such leave shall be contiguous to the day of the funeral of such family member and the bereavement days shall be taken consecutively.

For purposes of this Article, immediate family shall be defined as: father, mother, brother, sister, brothers and sisters-in-law, husband, wife, child, son-in-law, daughter-in-law, parents-in-law, grandparents, grandparents-in-law, grandchildren, aunt, uncle, niece, nephew or any member of the household who has stood in the same family relationship with the employee as any of the aforementioned.

The employee may be required to provide appropriate documentation of attendance and/or the death of the family member prior to being paid for the use of such leave.

5.04 Assault Leave

Bargaining unit members who are required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty on school property or when required to be in attendance at a school sponsored function, shall be eligible to receive assault leave.

If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Upon determination of eligibility by the Board, such leave shall be granted not to exceed thirty (30) days upon the member's delivery to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer.

The statement will indicate the nature of the injury, the date of its occurrence, the identity of the individuals causing the assault, the witnesses, the facts surrounding the assault, and the willingness of the member to participate and cooperate in pursuing legal action against the assailants. The Assault Leave Form can be located in building offices.

The Superintendent will determine whether the employee is able to be given an alternate work assignment. An alternate work assignment will terminate the assault leave.

Full payment for assault leave, less Workers' Compensation, shall not exceed the member's per diem rate of pay exclusive of any supplemental pay and will not be approved for payment unless and until the form and certificate as provided above are supplied to the Treasurer.

Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code 3319.081.

When the member exhausts the assault leave, the member may apply for *further* assault leave. Whether such additional leave is granted shall be determined solely by the Board.

When the assaulted member becomes eligible for benefits under the State Employees Retirement System because of any disability or because of age or when the member's re-employment by the District ceases, this leave provision shall no longer apply.

5.05 Worker's Compensation Leave

The Board shall continue to contribute its assessment to the public insurance fund, as provided by law. Any employee, injured in the course of his/her assigned duties, is entitled to file a claim for compensation as prescribed by Worker's Compensation Laws of the State of Ohio. Employees shall have the option to use sick leave or wage reimbursement under the act.

An employee, injured in the course of his/her assigned duties, must file an Employee Accident Form, prescribed by the Board, within twenty-four (24) hours from the time of the accident, or as soon as possible thereafter. The Employee Accident Report form can be located in building offices.

Initial applications for Workers' Compensation should be filed with the Bureau as soon as possible after the injury. The Board reserves the right to require a physical examination for any employee injured in the course of his/her assigned duties at full cost to the Board.

Each employee shall receive a Worker's Compensation information card or leaflet.

Should an employee use sick leave due to delays in receiving Worker's Compensation benefits, upon receipt of their grant from Workers' Compensation, such employee may purchase those days back with their Workers' Compensation funds.

5.06 Jury Duty/Subpoena Leave

A. When an employee receives a notice to appear before the Jury Commission for examination to serve as a juror, that employee must immediately inform his/her supervisor and forward a copy of the summons to the Superintendent.

B. Any employee who is absent from duty for jury service will be granted pay not to exceed the difference between the jury pay and pay as an employee of the Board of Education during such jury service. To qualify for partial pay for absence to serve as a juror, the employee must certify to the Treasurer of the Board the amount of jury pay received.

C. In the case where an employee normally assigned to the second or third shift is required to participate in jury service, said employee shall be required to work their normal shift if the jury service is completed prior to the work shift.

D. If an employee is subpoenaed and required to appear and testify on behalf of the Board of Education in any legal proceeding, the employee shall not suffer a loss of any pay. Any witness fees received by the employee in such an instance will be reported to the Board of Education.

5.07 Authorized Unpaid Leave

A. Upon written request made to the Superintendent, the Board may grant a leave of absence for up to one (1) year without pay or benefits for professional or other purposes. The leave cannot be used to take other employment.

B. The written request must be submitted at least sixty (60) days before the starting date of the requested leave.

C. If an employee on unpaid leave of absence without benefits desires and, by law, can continue any benefit, it shall be at his/her own expense with no cost to the Board. The employee shall make those payments on a monthly basis due on the 1st day of each month.

D. A person hired as a leave replacement shall be laid off and shall not have rights under the layoff and recall provision.

E. If the leave is granted, the employee's seniority shall be frozen as of their last day of employment prior to the leave. If the leave granted to a limited contract employee extends beyond April 30 of the employee's contract year, the Board is not obligated to re-employ the employee for the next year, or any other, if notice of non-renewal is given on or before April 30 of the employee's contract year.

F. Upon completion of a leave of absence, the employee will be returned to the same position or a similar position in the bargaining unit if his/her position no longer exists.

G. An employee's contract shall be considered terminated if he/she does not report for duty following expiration of his/her leave of absence or upon failure to comply with the provisions of his/her leave.

H. Authorized leaves of absence do not constitute an interruption in continuous service.

5.08 Parental Leave

A member of the bargaining unit who becomes a parent either through childbirth or adoption may apply for a leave of absence without pay or benefits (except where these benefits are paid by the employee at the employee's option) for parental reasons. The criteria for determining the commensurate date of the leave shall be (1) the health and welfare of the employee; (2) the opinion of the attending physician; and (3) the opinions of the immediate supervisor or principal.

Application for parental leave shall be in writing and shall contain a statement of the expected date of birth or in the case of adoption, the date of the expected delivery of the adopted child to the parent, the date on which the leave of absence is expected to commence, and the date the employee anticipates return to services. Such application shall be made as soon as practical or at least thirty (30) days prior to the anticipated leave.

The Board will not be obligated to return the employee to active status with pay and benefits prior to the expiration of the leave of absence granted for parental reasons. If the leave granted to a limited contract employee extends beyond April 30 of the employee's contract year, the Board is not obligated to re-employ the employee for the next year or any other if notice of non-renewal is given on or before April 30 of the employee's contract year. A member of the classified staff, upon return from a parental leave, will be returned to the same position or a similar position in the bargaining unit if his/her position no longer exists. The Board may grant up to one (1) additional year upon request of the employee.

A person hired as a leave replacement shall be laid off and shall not have rights under the layoff and recall provision.

If the leave is granted, the employee's seniority shall be frozen as of their last day of employment prior to the leave.

An employee's contract shall be considered terminated if he/she does not report for duty following expiration of his/her leave of absence or upon failure to comply with the provisions of his/her leave.

5.09 Military Leave

An employee who is a member of a reserve component of the Armed Forces of the United States, or of the Ohio National Guard, shall be granted leave of absence with full pay and employment status for such time as the employee is in the military service or field training or active duty, for periods not to exceed twenty-two (22) working days in any calendar year, provided that the compensation paid to the employee shall be the difference between his or her regular compensation and the remuneration received by the employee for such military service.

5.10 Emergency Short-Term Medical Leave

A member of the bargaining unit may request emergency short-term medical leave of absence after the member has exhausted all accumulated sick leave and is still unable to return to work for medical reasons, for a total period not exceeding thirty (30) working days. To qualify for the emergency short-term leave, the unit member must provide a doctor's certificate indicating the necessity for such leave.

In the event the employee is unable to return to work after the 30th day of emergency leave for medical reasons, the Superintendent may recommend to the Board of Education medical leave for the remainder of the current school year. Requests for medical leave shall be presented to the Superintendent in writing and must be accompanied by a doctor's certificate explaining the nature of the illness, duration, and return to work date.

During the emergency and extended medical leave of absence, the employee shall not receive compensation or wages beyond sick leave exhaustion. Employees will be permitted to continue hospitalization, major medical, and life insurance benefits by forwarding a check or checks to cover the full cost of said insurance to the Treasurer's office.

5.11 Family and Medical Leave Act

Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1,250) hours over the previous twelve month period shall be entitled

to Family and Medical Leave in accordance with the following provisions:

A. Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.

1) In order for the employee to care for a newborn or recently adopted child;
2) In order for the employee to care for a foster child placed with the employee;
3) The inability of the employee to work due to a severe health condition;
4) In order for the employee to care for the employee's spouse, parent, child, or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.

B. Employees shall be entitled to such leave as outlined in items A1 and A2 above only during the twelve (12) month period immediately following the birth, placement or adoption of a child. Employees requesting leaves pursuant to items A3 and A4 of this Article may do so once each year subject to the conditions outlined in paragraph 1 above.

C. For the duration of all such leaves as outlined in this Section 10.17 employees may utilize any or all of the following combinations of leave:

1) Accrued, but unused sick leave;
2) Accrued, but unused vacation;
3) Leave without pay

Nothing in the Article shall mandate the employee to exhaust paid leave prior to being granted an unpaid leave as outlined in this section. But in no case shall the employee be entitled to more than twelve (12) weeks of Family and Medical Leave as defined in the Family and Medical Leave Act of 1992.

D. During the term of any such leave outlined in sub-section A of this Section 5.11, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid nor shall an employee accrue sick or vacation hours for the unpaid portions of such leave.

*Serious health condition means an illness, injury, impairment or physical or mental condition which requires either in-patient care, or continuing treatment by a certified Health Care provider and for a period of more than three (3) work days.

E. Employees shall provide to the *Employer as much* advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advanced notice prior to return from such leave.

F. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or of the child, spouse, parent or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

In the case of an employee requesting leave under sub-section A3, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall be binding upon the parties. The cost for any such examination shall be borne by the Employer.

G. Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left or the same or similar position if the prior position no longer exists, and shall suffer no loss or any benefit which shall arise as a part of their employment or as a term or condition of this Agreement.

H. The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced work-week.

Intermittent or reduced workweek family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member.

Intermittent or reduced workweek family and medical leaves will not be granted for birth or adoption of a child, or the placement of a foster child.

During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.

I. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment connected with in-patient care (i.e. an overnight stay) in a hospice or residential medical care facility;

2. any period of incapacity requiring absence of more than three (3) calendar days work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,

3. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity or more than three (3) calendar days and for prenatal care.

J. **Health Care Providers Include:**

1. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices: or,

2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within scope of their practice under State law; or,

3. nurse practitioners and nurse midwives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,

4. *Christian Science practitioners* listed with the First Church of Christ, Scientist in Boston, Massachusetts.

K. Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the Board of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;

2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the Board;

3. second and third medical opinions and periodic recertification when the City requires such at the Board's expense;

4. periodic reports during family and medical leave on the employee's status and intent to return to work;

5. a "fitness-for-duty" certification upon return to work.

L. **Definition of Year**

A year shall be defined as the twelve (12) *month period of time* from July 1 through June 30.

5.12 Termination for Abuse of Authorized Leave

An employee's contract will be considered terminated if he/she does not report for duty following expiration of his/her leave of absence or a failure to comply with provisions of his/her leave.

5.13 Medical Restrictions

An employee who has a medical restriction must provide to the Board a report from his/her physician outlining any restrictions, limitations and/or accommodations needed prior to reporting to his/her employment with his/her restrictions. The employee shall be required to provide updated medical reports at the request of the Superintendent.

ARTICLE 6. WORKING CONDITIONS

6.01 Work Week

The standard work week shall be defined as forty (40) hours per week for regular full-time employees, thirty-five (35) hours for seven (7) *hour employees*, thirty (30) hours per week for six (6) hour employees and twenty (20) hours per week for four (4) hour employees.

6.02 Breaks/Lunches

Employees normally scheduled to work six (6) consecutive hours or more in a day shall be entitled to one (1) thirty (30) minute paid break. This break should be

taken at the mid-point of the shift or as close to the mid-point as is practicable based upon the operational needs of the facility. Employees who are normally scheduled to work seven and one-half (7-1/2) consecutive hours or more in a day *shall be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30)* minute paid lunch period. The lunch period shall be scheduled at or as near to the mid-point of the work shift as practicable. The rest period shall, to as great an extent as practicable, be scheduled at the mid-point of the first half and the second half of the work period.

6.03 Overtime

The Board of Education will pay all hours assigned and worked in excess of forty (40) hours per week at the rate of time and one-half (1-1/2). For the purpose of calculating forty (40) hours, the number of hours worked by an employee in any one week shall include, in addition to hours actually worked, all periods of authorized leave time due to legal holidays as defined by the Agreement. Employees requested to work on any designated holiday shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay in addition to their regular holiday pay. Overtime opportunities shall be offered on a rotating basis to employee(s) within a classification who are qualified to do the work. Overtime shall be voluntary unless everyone on the list has refused, then the employee who was up for the overtime shall be required to work the overtime.

6.04 Meetings

Any employee required by their immediate supervisor to attend a safety meeting, disciplinary meeting, or *in-service beyond their normal* workday will be paid the prorated regular rate of pay.

6.05 Call-Out Pay

The Board agrees to pay a minimum call-out time of two (2) hours for all bargaining unit members when they are required by their immediate supervisor to report to work from home for any emergency non-scheduled work assignment. If a bus driver(s) is called for a building evacuation, he/she (they) will be paid a minimum call out time of two (2) hours. These hours are to be paid at time and one half.

6.06 Seniority

6.061 **Definition:**

Seniority shall be defined as an employee's length of continuous service with the Board of Education from the first paid working day in a position as a regular full time employee until the employee's date of legal separation

6.062 **Tie Breaker:**

Ties in seniority shall be broken as follows:

A. The earliest starting time on the time cards maintained by the Treasurer of the Champion Local School District.

B. In the event the time card(s) is lost, unavailable or incapable of being used to determine the starting time of the employees involved then the seniority tie shall be broken by the toss of a coin.

The affected employees shall be present as well as the president of the Association. The president shall toss the coin. The employee whose last name is first alphabetically shall call the toss of the coin.

6.063 **Service Credit**

Continuous service credit shall be broken by: discharge for cause, resignation, or a leave of absence not approved by the Board of Education or its authorized representative.

A seniority list will be prepared by the Superintendent by September 1st of each year and given to each employee. The Association shall have thirty (30) days thereafter to review and raise any concerns, questions or issues regarding the seniority list prepared by the Superintendent. After the thirty (30) day review period provided to the Association, the list will be published.

6.064 **Classification Seniority**

Classification seniority shall be defined as an employee's length of continuous service within a particular classification as a regular employee.

A. Employees may earn classification seniority in only one classification at a time. Should an employee change classifications, an employee's seniority in a particular classification shall be "frozen" as of the date the classification is vacated. Should an employee return to a prior classification, the employee shall be credited with any prior classification seniority.

B. The following are classifications in which seniority may accrue:

Mechanic, Bus Driver, Head Cook, Cook/Cashier, Library Secretary, Head Custodian, *Licensed Custodian, Custodian, General Maintenance, General Utility, Sign Language Interpreters for the Deaf.

Employees may use their classification seniority as a basis for vacation selection as may be appropriate.

*"Licensed" only applies to Walter Floyd.

6.07 Job Classifications

The Board agrees to establish the following classifications:

Mechanic	Head Custodian
Bus Driver	*Licensed Custodian
Head Cook	Custodian
Cook/Cashier	General Maintenance
Library Secretary	General Utility
	Sign Language Interpreter for the Deaf

6.071 **Job Descriptions**

Job descriptions are intended to assist bargaining unit members in understanding the general nature of their regular work. Each bargaining unit member will be given a copy of their current job description and whenever job descriptions are revised or new ones adopted, they will be provided to the effected bargaining unit members.

Prior to the adoption of any updated job descriptions by the Board of Education, the CSSA and the Superintendent agree to meet and develop job descriptions. Input and suggestions made by the CSSA will be considered by the Superintendent but shall not erode or replace the responsibilities of the Administration and/or the Board of Education to direct, control and supervise its employees as provided in Article 4, Management Rights clause.

6.072 **Bus Driver**

A. **Supervision**

School bus drivers shall be employed to drive in accordance with the direction of the Transportation Supervisor or designee, the rules and regulations of the State of Ohio, and the rules and regulations of the Board.

B. **Regular Runs (Trips)**

Regular runs (trips) are those established for the transportation of students to and from their school of attendance.

C. **Extra Bus Trips for Regular Contracted Drivers**

Bus drivers are contracted for regular routes only. All other trips beyond the regularly assigned contracted hours transporting students to and from school shall be classified as extra trips. The Transportation Supervisor has the responsibility to assign drivers and buses for these extra trips. These assignments will be made in accordance with the following regulations.

1. Bus drivers are hired to transport to and from school. Bargaining unit members are to be offered on a seniority rotation basis extra trips that do not conflict with the drivers regular run of transporting students to and from school.

2. If an extra trip conflicts with the regular runs the extra trip will be assigned to a substitute bus driver. However, a bargaining unit member may request the extra trip which conflicts with their regular run. The substitute will then be assigned to the bargaining unit member's regular run. If more than one bargaining unit member requests the extra trip, it will be assigned to the first bargaining unit member requesting the extra trip.

3. Upon refusal of an extra trip, the individual driver shall be charged with the hours. Extra trips shall be charged to the driver in rotation as accepted or refused with the following exceptions:

   a. The extra trip is cancelled after having been accepted by the driver.

   b. The extra trip is offered on less than 24 hours notice and refused by the driver.

   c. No driver shall be offered or charged twice for the same extra trip.

4. Substitute drivers will be assigned during the regular driving hours in the event of emergencies and/or when

there is not a regular driver available.

5. Buses shall be assigned by the Supervisor for extra bus trips.

D. **Compensation**

1. Bargaining unit drivers working extra trips will be paid
   2007-08 $10.53
   2008-09 $10.83

2. Fuel money and turnpike fees, necessary for trips, will be advanced to bus drivers upon request. Extra trip pay for bus drivers will be made with the pay for the work week during which such trips occur, provided that the extra pay is approved and any advance which may have been requested is accounted for by noon of the first Monday following such trip. No extra trip pay will be made until all advances are accounted for.

3. Bargaining unit drivers assigned to run day kindergarten trips will receive $ .80 per hour premium pay for all hours worked.

4. Monthly drivers' meetings will be "paid time" at the regular rate of pay.

5. All regular drivers to be guaranteed minimum paid time for four (4) hours (excluding kindergarten).

6. Starting times for bus drivers will be set by the Supervisor. Overtime will be computed based upon multiples of 1/10th of an hour.

7. Kindergarten trips are to be assigned by seniority to regular drivers when scheduled driver is absent.

8. Annual State Mandated Safety Meeting – All bus drivers attending the annual required State mandated safety meeting shall be compensated at their regular rate for the four (4) hour class. A time card shall be completed by each driver.

9. Inspection of Bus or Vehicle - The bus driver or vehicle operator shall conduct a daily inspection of bus or vehicle as prescribed in Section EDB 919-05 Ohio Pupil

Transportation Laws and Regulations, shall fuel vehicle assigned and record amount as directed by Transportation Supervisor when the need arises.

Vehicle deficiencies or mechanical defects shall be reported in writing with a copy to the Transportation Supervisor and Mechanic. Said report to be maintained on file in Office of Transportation Supervisor with notation of repair, date of repair, and signature of individual responsible for repair.

10. Each bus driver shall thoroughly sweep out and perform all duties of cleaning the interior of his/her assigned vehicle once per working day. Drivers shall be paid for four (4) hours at their regular hourly rate for cleaning their bus at the end of the year.

11. Disciplinary Hearings Attendance - Bus drivers shall be paid when required to attend a student disciplinary hearing scheduled beyond regular working hours, and attendance is requested by the building administrator. Payment shall be at the regular rate of pay for the driver required to attend.

12. The Association may request the State Highway Patrol check school buses for safety violations every three (3) months. The question of safety of a specific bus should be addressed by and to the School District Transportation Supervisor.

13. The Board encourages training for those employees who take the commercial driver's license exam. The Board will make reasonable effort to notify employees of the training.

In the event an employee is not successful in passing the commercial driver's license exam, the Board will place that person on layoff (RIF) status thus assuring immediate recall once certification is achieved. The Board shall pay the registration fee, not to exceed $25.00, for those drivers successfully completing the testing and qualifying for a commercial driver's license and for any renewals thereafter.

The Board will pay for any annual driver abstracts and any annual criminal records check and fingerprinting required for current employees.

14. Bus drivers shall be paid a minimum of one (1) hour pay at their regular hourly rate when an extra trip is cancelled and the bus driver has reported to work and put back on rotation list.

15. On or about August 1 of each school year, the Transportation Supervisor shall post the bus routes and assign buses to each route in the best interests of the school district. On or about August 14 of each school year, the bus drivers will be provided an opportunity to bid on the routes based upon their seniority.

16. The Board may select the option of transporting students with charter buses for a special event or extra trip, including but not limited to such events as state or regional championships or competitions.

This Board option shall be limited to one (1) event per school year. The Board will provide payment for one (1) event in an amount equal to what the driver would have made if the trip had been taken.

17. All regular bus drivers required to take re-certification classes for their CDL during the term of this Agreement will be reimbursed at their regular hourly rate for up to nine (9) hours.

E. **Duties**

Each driver shall complete a pre-trip inspection as prescribed in Section EDB 919-05 Ohio Pupil Transportation Laws and Regulations.

Extra trip drivers shall clean the bus interior.

F. **On Board Instructors**

On Board Instructors shall be compensated at the regular hourly rate of pay for minimum of twelve (12) hours of instruction. Any additional instructional hours must be pre-approved by the Transportation Supervisor.

G. **Drug and Alcohol testing**

1. **Employment Eligibility and Rehabilitation**

Any employee who is found pursuant to random, reasonable suspicion, or post accident testing to have an alcohol concentration level of 0.02 or greater or who tests positive for a control substance, and is not terminated from employment shall be removed from duty and prohibited from operating any Board-owned motor vehicle. The employee shall be placed on leave . The Board at its sole discretion shall determine if it is paid or unpaid leave depending on the circumstances. An employee required by the SAP to complete a drug/alcohol rehabilitation program will be permitted to use their accrued sick leave while attending the program.

2. **Employee Status**

Employee shall be on paid status while submitting to any random, accident, reasonable suspicion or follow-up testing performed during time when the employee is scheduled to work. An employee will be paid the equivalent of one hour of their regular hourly rate when required by their employer to submit to random, post-accident, reasonable suspicion or follow-up testing, performed at times other than their regular work schedule. Should the testing time exceed one hour due to the fault of the testing facility (e.g. under-staffing, scheduling problems, etc.) and upon notification to the employer, the employees shall be paid their regular hourly rate for the excess time. An employee who is not permitted to return to work pending the outcome of a test conducted pursuant to the provisions relating to reasonable suspicion testing and where the test result is ultimately negative, shall be paid for any lost time the employee would have been regularly scheduled to work.

3. **Post accident testing**

An employee operating a Board vehicle during work who is involved in an accident where a fatality has occurred shall be required to submit to post-accident drug and alcohol testing. Additionally, an employee who is involved in a traffic accident where a disabling vehicle damage and/or injury that requires medical treatment away from the

accident to any person involved in the accident has occurred shall be required to submit to post-accident testing. Following any accident, the driver must contact their supervisor as soon as possible. If unable to reach their supervisor, the driver is to contact the superintendent. A refusal to submit to a post-accident drug or alcohol test shall subject the employee to discipline up to and including discharge. In the case of post-accident testing and the inability of the employee to voluntarily submit to required testing, the Board may substitute tests for use of drugs or alcohol administered by police or other public safety officers under separate authority in lieu of conducting their own testing. The employee must sign a release allowing the Board to obtain results from such federal, state or local officials. A post-accident alcohol or drug test shall be collected within two (2) hours following the accident. However, if no alcohol collection can be made within eight (8) hours, attempts to collect breath sample shall cease. If no urine sample can be obtained for purposes of a post accident drug test within thirty-two (32) hours, attempts to make such collections shall cease. The supervisor or Board official shall direct or escort the employee to report to the collection site immediately.

Other employees may be tested if it is determined, based on the best information available at the time of the accident, that such employees' actions could have contributed to the accident.

6.073 **Maintenance, Custodian, Bus Mechanic and General Utility**

A. It is the responsibility of maintenance, custodial, mechanics, and general utility personnel to constantly update their inventory. In the event that cleaning products, supplies and/or equipment (inventory) are needed to do their jobs, custodial personnel are required to fill out requisition forms, a copy to be provided to the administration for review to determine the need of the request.

B. When schools are not in session, due to scheduled breaks and/or early release days a reasonable effort shall be made to place custodian/ maintenance personnel on the day shift.

C. The normal work year shall be twelve (12) months (excluding nine (9) month employees).

D. The weekend security inspection of the buildings will be made according to a checklist and a Custodial Personnel Schedule developed by the maintenance supervisor and building principal in each respective building. The checklist shall be completed by the custodian completing the inspection and turned into the maintenance supervisor weekly.

E. A clothing stipend of seventy five dollars ($75) per year will be given to each custodian, bus mechanic, maintenance and general utility person. Receipts will be provided to the treasurer to receive payment.

6.074 **Cooks/Cashier**

A. Cooks/cashier shall work no less than one hundred eighty-eight (188) days including paid holidays. At least two (2) of the 188 days will be cleaning days.

B. The food supervisor must approve additional time needed on any day.

C. If groceries are left at a different work site than where they are needed, it is the Board's responsibility to see that they are delivered to the correct site.

D. The Board will supply gloves, an apron and a seventy-five ($75) dollars stipend per year to be used for the purchase of uniforms. Receipts will be provided to the treasurer to receive payment.

E. When cafeteria personnel are assigned and work special events outside their regular work day, the employee shall be paid $1.00 (1) per hour in addition to the regular hourly wage.

F. The Board agrees not to lay off any cook/cashier bargaining unit member working for the Board as of July 1, 2004, or reduce the present number of hours of any cook/cashier bargaining unit member working for the Board as of July 1, 2004, during the term of this Collective Bargaining Agreement (July 1, 2004 – June 30, 2007).

G. The Superintendent may, at his/her discretion, transfer and/or reassign and/or change the duties of any cook/cashier within their classification and/or transfer any cook/cashier from one classification to another.

H. In the event the Board determines to fill a head cook position in accordance with Section 8.021, the Board will fill the head cook position with a cook from the bargaining unit. The Board retains the discretion under Section 8.021 whether or not to fill the position of the cook promoted to head cook.

6.075 **Sign Language Interpreters for the Deaf**

A. Scheduled full-time sign language interpreters for the deaf shall be scheduled for a minimum of twenty (20) hours per week. Any hours that are non-contact (no direct involvement with students or a duty) shall be logged against subsequent supplemental interpreting assignments.

B. Mileage reimbursement will be paid at the IRS rate for interpreters who travel between buildings for their assignments.

C. In the event interpreter hours need to be reduced, it will be done on the basis of seniority.

D. The supplemental activity wage rate shall be at the same rate as teachers' tutorial rate. Sign Language Interpreters shall be expected to provide interpreting services for supplemental events if they have non-contact hours logged based upon the 20 hours minimum, and shall be paid the difference between their hourly rate and the supplemental rate for all hours spent for supplemental interpreting if no hours have been logged or logged hours are depleted.

E. Professional development, training or conferences will be considered by the Superintendent upon request of the immediate supervisor.

F. Each interpreter will be provided a break or preparatory period as the schedule permits. In the event an interpreter is required to give up his/her break or preparatory period by his/her Supervisor, he/she will be paid for their break or prep time at the prorated hourly rate.

G. Sign Language Interpreters shall be paid a minimum of one (1) hour pay at their regular hourly rate when a special scheduled assignment outside of their regular workday is cancelled and the interpreter has reported to work.

6.076 **Library Secretaries**

A. The work day shall consist of seven (7) hours.

B. Library secretaries will be provided two (2) days (14 hours) of extended time each year to be assigned by the Principal. Such extended time will be assigned in such a manner so as not to incur overtime. Any additional requests for extended time shall be made in writing and submitted to the principal for approval by the Superintendent.

C. Professional development, training or conferences will be considered by the Superintendent upon request of the immediate supervisor.

6.08 Personnel Files

6.081 The Champion Local School District maintains personnel information files. The personnel information files are maintained for the following reasons that include but are not limited to the following:

A. To fulfill the requirements for information to complete needed reports for local, state and federal agencies.

B. To furnish credit or personal references upon receipt of a waiver signed by an employee.

C. To enable the district to maintain a record of experience, salary, certification, license, performance evaluation, discipline, letters of commendation, certificates of award, and other materials needed to satisfy employment requirements.

D. To maintain emergency information.

E. To evaluate candidates for future employment in the district.

6.082 The official personnel files are maintained as open files, except for that information which is excluded by the Ohio Public Records Act.

6.083 No anonymous letter, report, or communication shall be included in the employee's file.

6.084 Employees may request a copy of any document placed in their file.

6.085 If a public records request is made to review a bargaining unit member's personnel file, the employee will be notified within seven (7) working days of the request.

6.086 Any letter of disciplinary action will be removed from the employee's personnel file twenty-four (24) months, two (2) years from the date of its entrance therein upon written request of the employee to the superintendent and provided that the employee has no additional offenses of the same type or character in those twenty-four (24) months, two (2) years. However, the Board of Education will retain as part of the Board's records any document of disciplinary action removed from an employee's personnel file.

6.09 Employment Contracts

Employment contracts for non-teaching employees shall be provided in accordance with Ohio Revised Code Section 3319.081.

6.091 **Limited Contracts**

Newly hired employees, including regular, hourly rate and per diem employees shall enter into contracts for their employment which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be for a period of two years.

6.092 **Continuing Contracts**

After the termination of the two (2) year contract provided above, if the contract of a non-teaching employee is renewed, the employee shall be continued in the employment.

6.10 Work in Higher Pay Classifications

Employees required to perform the duties of a higher pay classification for at least four (4) full hours of one (1) full working day shall be paid at the rates of the higher paid classification as long as such pay is approved by the employee's supervisor.

6.11 Evaluation

The purpose of the evaluation is to assess an employee's work performance, to improve the competency of the employees, and to help employees understand work related performance expectations. However, whether the Board performs an evaluation on an employee or fails to perform an evaluation on an employee shall not raise any expectation of continued employment and shall not limit the

discretion of the Board of Education to renew or non-renew an employee's contract pursuant to their statutory rights contained in Ohio Revised Code Section 3319.081.

All employees shall have the opportunity to review any and all written evaluations regarding their work. The employee shall acknowledge that he/she has read the evaluation by their signature on the copy to be filed and a copy shall be given to the employee. Such signature shall not indicate agreement or disagreement with the evaluation.

The employee shall be given the opportunity to make any comments regarding the evaluation on the form or by letter which will be attached to the evaluation. The employee shall be given the opportunity within five (5) days after signing the evaluation to make any comments regarding the evaluation on the form or by letter which will be attached to the evaluation.

6.12 Fee Reimbursement

Annual license fees not to exceed $25.00 for boiler operators shall be paid by the Board for all employees holding such a license.

6.13 Administration of Medication to Students

No bargaining unit member employed by the Board shall be instructed to administer to any student any drug prescribed by a doctor.

6.14 Summer Employment

In the event the Board determines it is necessary to employ summer help, nine (9) or ten (10) month employees currently with the district shall be offered the employment before going outside the system.

Beginning with the summer of 1998, in the event the Board determines it is necessary to employ summer help, the hiring for summer employment shall be in accordance with the following procedures:

A. A list will be made that contains the names of those employees who have been employed for summer work since 1988. These names will be placed in order, from highest to lowest, based upon the number of summers they have worked. The list will represent summer work seniority.

B. A posting for summer work will be made after the decision to hire summer work. All employees interested in summer work shall apply in writing to the Superintendent or designee. Those new to summer work will be added below the names of the initial list based on date the application was received in the Superintendent's office.

C. Movement up the list will only occur if a bargaining unit member more senior on the list asks to be removed, retires, leaves the employ of Champion Schools or refuses the offer of summer work.

D. Once off the list, a bargaining unit member may come back, but the member's name will be placed at the bottom of the list.

Nine (9) and ten (10) month employees hired pursuant to this provision of the agreement shall be paid at Step zero of the custodial rate regardless of the number of years the employee has worked in the summer or with the Champion Local School District. Such employees will be entitled to sick leave, Section 5.02 and retirement pick-up, Section 10.01.

This provision does not apply to the Board's need to hire substitute workers for those on sick leave or vacation or to workers assigned and paid by government agencies including but not limited to P.I.C. and any other federal or state subsidized work training programs.

6.15 Labor/Management Committee

A labor/management committee shall be established for the purpose of improving communications, solving problems, and suggesting solutions between the staff and the administration, subject to the following conditions:

A. The labor/management committee shall consist of three (3) members of the association, including the president, and three (3) members of the administration, including the superintendent.

B. The committee shall be utilized to improve communications between the unit members and administrators and to deal with any problems arising out of this relationship.

C. Negotiations, re-negotiations of the contract or processing of grievances shall not be a function of this committee.

D. The superintendent and the CSSA president shall serve as co-chairpersons.

E. Meetings shall be held after work hours at least once each calendar quarter or at the request of either party at a mutually agreed date and time.

F. The superintendent and/or the CSSA president shall informally advise the other party in advance of any issues to be addressed.

G. The function of this committee is to address problems, clarify issues, answer questions, suggest solutions and resolve problems. The function of this committee is not to merely complain.

H. All meetings shall be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed one hour unless the parties mutually agree to extend the meeting.

I. The Board, at their option, may require consensus building training for members to serve on this committee

6.16 Disciplinary Procedures

6.161 **Initial Step**

A disciplinary problem shall initially be discussed between the classified employee and his/her immediate supervisor.

6.162 **Privacy**

Except when necessary, disciplinary actions, interviews and/or verbal reprimands affecting classified employees shall be administered in private. This language is not intended to have application to constructive criticism(s), instruction(s), or direction(s) given to employees by their supervisors.

6.163 **Just Cause**

No employee's contract shall be suspended or terminated except for violation of written rules and regulations as set forth by the Board of Education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public, neglect of duty, other acts of misfeasance, malfeasance, nonfeasance, or for other good and just cause.

6.164 **Suspension or Termination**

The Board will follow the procedure outlined in O.R.C. 3319.081 when suspending or terminating a classified employee's contract.

6.165 **Disciplinary Action**

No disciplinary action shall be taken without cause and shall be commensurate with the employee's offense.

6.166 **Right to Representation**

The Board agrees that an Association representative or legal counsel shall be permitted to attend any disciplinary hearing relating to suspension and/or termination.

6.17 Mileage

Any employee required in the normal course of duty and requested by the supervisor, to use his/her private vehicle shall be reimbursed at the IRS rate.

6.18 District Consolidation, Jurisdictional Changes and Territorial Transfers Provision

The Board will not enter into any merger, consolidation or assignment within any other school district which would result in the suspension of any bargaining unit members currently employed by the Champion School District. Employees covered by this Agreement shall not suffer loss of benefits provided herein as a result of any merger, consolidation, or assignment whether effected voluntarily or in operation of law.

6.19 Safety Equipment

All bargaining unit members shall be provided with safety equipment as needed.

ARTICLE 7 LAYOFF AND RECALL

7.01 Layoff and Recall

7.011 The parties recognize that the Board of Education has the authority and responsibility for the efficient operation of the public schools. The exercise of that authority and responsibility may necessitate a reduction in work force.

7.012 When, in the Board's discretion, it becomes necessary to reduce staff, the board will make an effort to hold personnel by adjusting work schedules and/or not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.

7.013 In the event that the reduction in staff cannot be accomplished through the work schedule adjustment, employees will be laid off in the following order:

A. Part-time (less than 20 hours) classified employees, seasonal employees and temporary employees;

B. Newly hired employees not having completed their probationary period;

C. Employees who have completed their probationary period;

D. Layoffs will not be based upon system wide seniority, but by Board priorities and program requirements. Within each classification, layoff shall be in the inverse order of systemwide seniority; i.e., the employee with the least systemwide seniority within the classification shall be laid off first.

Thirty (30) days prior to the effective date of any layoff the superintendent shall give the reason for the layoffs, date of the layoff, names and the positions of each employee to be laid off. Such notice will be delivered to the Association president or by leaving it in his/her school mailbox.

7.02 Closed Classifications

Classifications that require special skills or training to perform their job or require a license or special testing to qualify for their classification are not subject to system-wide seniority bumping in case of cutbacks or layoffs.

CLOSED CLASSIFICATIONS

1. Head Custodian
2. General Maintenance
3. Bus Driver
4. Mechanic
5. Head Cook
6. Library Secretary
7. General Utility
8. Sign Language Interpreter

Bumping is not permitted into a higher skill or pay classification, nor may ten (10) month employees bump into twelve (12) month positions.

Bargaining unit members bumping from a higher to a lower classification maintain seniority previously held in the lower classification and will be placed on their present step.

7.03 Layoff Rights

An employee on layoff status shall have the following rights:

A. The right to retain seniority credit during the layoff period.

B. The right to be notified by mail of any posting for Bargaining Unit Member positions.

7.04 Recall

When a vacancy occurs, employees shall be recalled on the basis of seniority and ability to perform the job at the time of recall.

Bargaining unit members shall have recall rights for twenty-four (24) months from the date of the Board action on the employee layoff.

Employees on layoff will be notified by certified mail of the vacancy in their job classification. Employees not responding to the re-employment offer within ten (10) working days of mailing shall have waived their recall rights.

It shall be the responsibility of the employee laid off to inform the Board of any change in employment status or mailing address.

7.05 These layoff and recall sections supersede the employee's statutory rights.

ARTICLE 8 – ASSIGNMENTS, TRANSFERS AND VACANCIES

8.01 Assignments and Transfers

8.011 **Temporary or Emergency Transfer**

When the administration declares an emergency, it may make a temporary or emergency assignment regardless of classification(s). Such assignment shall end with the termination of the emergency as determined by the administration.

8.012 **Assignments and Reassignments**

Assignments and reassignments will be made in the best interests of the school district provided it is within the employee's classification. No transfer of any employee shall be made from one classification to another except for temporary or emergency assignment(s) as outlined above or by following the job posting procedure established by this agreement.

8.02 Vacancies

8.021 A vacancy is (1) a newly created position to perform bargaining unit work or (2) a position held by a member of the bargaining unit who leaves the employment of the Board through resignation, retirement, death, non-renewal or termination, or accepts assignment to another employment position with the Board which the Board determines to fill. Vacancies shall be posted within ten (10) working days after vacancy is created and bidding shall be declared closed for any position so posted after a period of ten (10) days.

8.022 The vacancy notice shall be posted by the time clock, in all buildings including transportation, and a copy of the notice shall be sent to the Association president. The posting will include a copy of the job description.

8.023 The notice will set forth a detailed description of duties, qualifications, vacancy work site, hours of work and the name of the supervisor for the position and the procedure for application.

8.024 Application for vacancies must be in writing and received in the Superintendent's office within the ten (10) working days' limit.

All bargaining unit members who have applied according to the procedure herein will be granted interviews, and the position shall be awarded to the bargaining unit member who meets the criteria contained in Section 8.026 of this Article, or who meets the minimum qualifications of the position as contained in the job descriptions for that position.

8.025 Vacancies posted in accordance with Section 8.021 of this Article shall be filled after the interviews of prospective candidates are completed, but not longer than thirty (30) days from the date of a declared vacancy.

8.026 The following factors will be utilized when considering a bargaining unit member for a vacancy:

Previous Job Experience
Quality and Quantity of Work Performed
In Present Assignment
Physical Fitness
Skill and Ability
Attendance
Length of Service

In the event the aforesaid factors are equal among the applicants, length of service will be the determinate.

Any employee who applies for, but is not awarded the vacancy will be told the reasons why he/she was not selected.

8.027 Employees bidding from one classification to another shall be placed on the salary schedule in the following manner:

A. Employees will be placed one step higher than present level with the following job classifications:

Custodian
General Maintenance
Licensed Custodian
Head Custodian
Licensed Head Custodian
Head Cook

B. Employees transferring between custodial operation, maintenance, lunchroom, and bus drivers will be placed at Step 0.

8.028 All new employees are to be placed on step 0 of the classification salary schedule to which they will be assigned.

8.029 Once an employee requests and receives a transfer to a new classification, such employee may not request another transfer for a period of one-half school year unless the transfer is considered a promotional move to a higher paying position or one with more hours worked.

8.030 Testing

The Superintendent retains his/her discretion to test applicants for a vacant position. When the Superintendent exercises his/her discretion to test applicants for a vacant position, the following guidelines will apply:

1. The applicant will be advised of the date, time, location and the amount of time allocated for the test.
2. The applicant's test will be dated and time-stamped upon completion.
3. Before the test, the applicant will be told the general areas of the testing material.

4. In addition to the Supervisor administering the test, the Building Principal or his/her designee will monitor the test.

5. When a vacancy occurs, all applicant competing for the vacant position will be given the same test. The Superintendent retains the discretion to change the tests, including the parameters and requirements of the test given for vacant positions. When the testing parameters and requirements for the vacant position change, the CSSA President will be given notice by the Superintendent.

ARTICLE 9. INSURANCE BENEFITS

9.01 Hospitalization

A. Eligible bargaining unit members whose spouses have equivalent or better health insurance packages available through another employer shall not be eligible to receive insurance coverage under this contract. If a bargaining unit member who elects not to participate in any one or more of the Champion insurance benefits because his/her spouse has such benefits and the spouse's coverage is terminated for any reason such as divorce, death, resignation, retirement, or layoff, then the bargaining unit member shall receive the insurance coverage as presented and within the terms and conditions of this contract providing the carrier is willing to enroll the employee at that time.

B. The Board will provide all eligible* bargaining unit members who work twenty (20) hours or more per week in the Champion Local School District hired before the 2004-2005 school year hospitalization and prescription drug coverage through the Trumbull County Insurance Consortium One Plan. The Board will pay 100% of the premium costs of the family hospitalization and prescription drug coverage and 100% of the premium costs of the single hospitalization and prescription drug coverage.

All eligible* employees must select the Preferred Provider Organization Plan (PPO) of the Trumbull County Insurance Consortium One Plan except for those two (2) employees who, at the time of ratification of this Agreement, are enrolled in the HMO and the Traditional Plan of the Trumbull County Insurance Consortium One Plan. If either or both of these employees, during the enrollment period, decide not to enroll in their HMO or Traditional Plan respectively, he/she/they shall select the PPO Plan.

C. for all new eligible* employees hired to work in the school year 2004-2005 and subsequent thereto, the Board shall provide hospitalization and prescription drug coverage through the Trumbull County Insurance Consortium One

Plan. All new eligible* employees must select the Preferred Provider Organization Plan (PPO) of the Trumbull County Insurance Consortium One Plan. The Board will pay, as listed below, the premium costs of the family and single hospitalization and prescription drug coverage for all new eligible hires as follows:

Hours Worked Per Day	Board Pays	Individual Pays
8.0	93%	7%
7.5	90%	10%
7.0	88%	12%
6.5	85%	15%
6.0	80%	20%
5.5	75%	25%
5.0	70%	30%
4.5	68%	32%
4.0	65%	35%

*Eligible means a bargaining unit member working twenty (20) hours or more per week and whose spouse does not have equal or better health insurance packages available through another employer.

9.02 Dental Insurance

The Board will provide a dental program for each member of the bargaining unit and will pay 100% of the cost of family plan and 100% of the single plan. The dental program will include, as determined to be customary and reasonable, one hundred percent payment on diagnostic and preventive expenses, eighty percent payment on restoration, and sixty percent on orthodontia. The maximum individual deductible per calendar year shall be $25.00; and the maximum family deduction per calendar year shall be $75.00. Calendar year maximum per person shall be $3,000.00 and orthodontia lifetime maximum per person shall be $1,250.00

9.03 Vision Care

The Board of Education will make available a Vision Care program and will pay 100% of the premium costs.

9.04 Life Insurance

The Board will provide a life insurance policy in the face amount of $40,000 for each member of the bargaining unit. In addition, a bargaining unit member may purchase additional life insurance in $10,000.00 increments at his/her own expense upon approval of the carrier.

9.05 Liability Insurance

The Board of Education will pay the cost of group liability policy for all members of the bargaining unit. The group liability insurance plan and provider shall be determined solely by the Board.

9.06 Insurance Information

Literature pertaining to all insurance coverage will be distributed in September of each year to each member of the bargaining unit.

9.07 Personal Notification of Coverage

All members of the bargaining unit shall receive notification of the insurance coverage the Board is providing for the member and/or their families with the first paycheck for each school year.

The above language will remain in effect until June 30, 2008. Beginning July 1, 2008, the following language will be in effect:

9.01 Hospitalization

A. The Board will provide all eligible* bargaining unit members who work twenty (20) hours or more per week in the Champion Local School District hired before the 2004-2005 school year, hospitalization and prescription drug coverage through the Trumbull County Insurance Consortium. Eligible bargaining unit members will choose from the PPO Plans offered through the Consortium. Bargaining unit members may choose from PPO 1, PPO 2 or PPO 3. Such bargaining unit members choosing PPO 1 or PPO 2 will contribute 5% of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO 3 may subsequently change to the PPO 1 or PPO 2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO 1 or PPO 2, the employee shall pay five (5%) percent of the monthly premium costs by payroll deduction.

B. The Board will provide all eligible bargaining unit members who work twenty (20) hours or more per week in the Champion Local School District hired after the 2004-2005 school year and before July 1, 2008, hospitalization and prescription drug coverage through the Trumbull County Insurance Consortium. Eligible bargaining unit members will choose from PPO Plans offered through the Consortium. Such bargaining unit members may choose from PPO 1, PPO 2 or PPO 3. Eligible bargaining unit members choosing PPO 3 may subsequently change to the PPO 1 or PPO 2 only during the annual open enrollment period or in response to a major change recognized

by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc. Upon reverting to PPO 1 or PPO2, the employee shall pay the applicable monthly premium costs by payroll deduction. Eligible bargaining unit members who work twenty (20) hours or more per week in the Champion Local School District hired after the 2004-2005 school year and before July 1, 2008, will pay as listed below the premium costs of the family and single hospitalization and prescription drug coverage by payroll deduction as follows:

PPO 1/PPO 2		
Hours Worked Per Day	Board Pays	Individual Pays
8.0	95%	5%
7.5	90%	10%
7.0	88%	12%
6.5	85%	15%
6.0	80%	20%
5.5	75%	25%
5.0	70%	30%
4.5	68%	32%
4.0	65%	35%

Full-time eight (8) hour per day employees choosing PPO 3 will not be required to contribute to the monthly premium by payroll deduction.

C. For all eligible employees hired to work after June 30, 2008, and subsequent thereto, the Board shall provide hospitalization and prescription drug coverage through the Trumbull County Insurance Consortium. Eligible bargaining unit members will choosing PPO 3 may subsequently change to PPO 2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to death of a spouse, divorce, marriage, etc. Upon reverting to PPO2, the employee shall pay the applicable monthly premium costs by payroll deduction. The eligible bargaining unit member who works twenty (20) hours or more per week and hired after June 30, 2008, will pay, as listed below, the premium costs of the family and single hospitalization and prescription drug coverage by payroll deduction as follows:

Hours Worked Per Day	Board Pays	Individual Pays
8.0	90%	10%
7.5	90%	10%
7.0	88%	12%
6.5	85%	15%
6.0	80%	20%
5.5	75%	25%

5.0	70%	30%
4.5	68%	32%
4.0	65%	35%

Full-time eight (8) hour per day bargaining unit employees choosing PPO 3 will not be required to contribute to the monthly premium by payroll deduction.

D. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of $2,500.00 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care experises as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.

E. Eligible bargaining unit members selecting PPO 2 or PPO 3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

F. Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

G. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than $100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

H. Eligible bargaining unit members who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage form the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to receive "opt-out" payments if both receive coverage through the Consortium.

I. Full-time eight (8) hour per day eligible bargaining unit members who choose to forego their right to coverage shall receive an "opt out" benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible during the month of June of the school year of non-participation. Non full-time members (7.5 hours/day to 4 hours/day) of the bargaining unit who elect not to participate in these Plans will receive the above-described cash payment multiplied by the percentage of the premium that the Board would pay if the bargaining unit member participated in the hospitalization and prescription coverage plans in lieu of coverage. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the "opt out" of coverage during the annual health benefit enrollment period in September. Payment will be made on the first pay in the month following the enrollment period.

The following deductions will be made from the cash payment – Federal, State and local taxes and Medicare, if applicable.

J. An eligible bargaining unit member that has declined the available coverage under this contract who suffers a "catastrophic change" (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPO's for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any "opt out" payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer in equal monthly installments until such overpayment is paid in full.

K. If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or participate in assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

L. All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

M. The Board will provide a one-time only medical benefits stipend to employees taking health insurance by the second pay of October of 2008 in the amount of $600.00 for those employees who have family coverage and $200.00 for those employees with single coverage.

N. In the event that the health insurance benefits offered by the Trumbull County Insurance Consortium contained in PPO 1, PPO 2 or PPO 3 increase during the term of this Agreement, the eligible bargaining unit members will have those benefits available to them.

* Eligible means a bargaining unit member working twenty (20) hours or more per week.

9.08 Severance Pay

A. All non-certified personnel employed full time by the Champion Local School District for more than five (5) consecutive school years who elect to retire, and do retire from employment by this district, as defined below, shall be entitled to a severance pay benefit which shall be equal to one-third (1/3) of their accumulated and unused sick leave at the time of retirement up to a maximum of one hundred (100) days multiplied by the per diem rate of the individual's base salary on the day of his retirement. The rate shall be exclusive of any supplemental contract compensation or overtime pay.

B. It is recognized that an employee may retire from employment by this district, but prefer to delay receipt of the benefit provided herein while employed in a position outside the public school system of Ohio. Therefore, payment of this benefit shall be made only upon receipt by the Treasurer of the Board of Education a notice from the Public School Employees' Retirement System (SERS) that retirement or approved disability as defined by the SERS has, in fact, begun. Notice of death from the estate of an employee who has retired from this system and is otherwise eligible for the benefit provided by this policy shall constitute compliance with this requirement. The payment of this benefit shall be one only to the employee or his designated beneficiary in a lump sum within thirty (30) days of the receipt of such notice. To be eligible for this benefit, the individual's last employment by a public school system must have been in this district.

C. Immediately following eligibility for retirement under the SERS, employees shall file a designated beneficiary form with the Treasurer of the Board of Education.

D. Persons who retired from the district prior to the adoption of this policy shall not be eligible to receive this benefit.

E. If any portion of this policy is found to be in violation of the law, it shall be declared null and void without affecting the remaining portion of this policy.

9.09 Holiday

11-12 Month Employees:

11-12 month employees will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Day preceding or day following Independence Day, as determined by the Board
8. Labor Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

9-10 Month Employees:

9-10 month employees will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve Day
10. Christmas Day

A. **Eligibility for Holiday Pay:** An employee will only receive holiday pay for such holidays where such employee accrued earnings on his last preceding and his next scheduled work days before and after such holiday.

B. **Working A Holiday:** The Board of Education will pay time and one-half for all hours worked on a holiday in addition to eight (8) hours holiday pay.

9.10 Vacation

A. Each full time, regular eleven or twelve (11 or 12) month classified employee upon completion of one year of service from the date of employment by the Board of Education shall be entitled during each year thereafter, and while continuing in the employment of such Board, to vacation leave with full pay for ten (10) days excluding legal holidays.

Employees continuing in the employ of such Board for nine (9) years or more, and completing nine (9) years or more, shall be entitled to three weeks (15 days) paid vacation exclusive of legal holidays.

Employees with sixteen or more years of service will be entitled to four weeks (20 days) paid vacation exclusive of legal holidays.

B. Vacation dates can be scheduled at any time during the school year upon approval of the superintendent and in one day intervals, not to exceed one week while school is in session. In the event that two employees in the same building request the same week-long vacation dates, then seniority shall determine the employee eligible for approval. During the summer months, Christmas break, and Spring break, no more than two (2) employees per building (per classification) may take week-long vacations at the same time. All weekly vacations must be scheduled with the Supervisor thirty (30) working days prior to the beginning date of the vacation. Exceptions that may be deemed a personal hardship may be considered by the Superintendent. The starting date for earned vacations will be the Monday following the end of the school year and must be used by May 30 of the following year. Should an employee be required to work on an already approved vacation day, he/she shall be paid double time or the right to reschedule their time off, a decision which is made by the end of the current pay period.

9.11 Calamity Days

A. When a building or buildings are closed by the Superintendent due to a calamity, e.g., weather, those employees not required to report shall be paid their regular rate of pay for scheduled hours on such calamity day.

B. Employees required to work on a calamity day shall be paid at one and a half times their regular hourly rate for all hours actually worked during the time the emergency is declared in addition to their regular daily rate.

C. If the calamity is called after the start of regular work hours, employees required to work after the emergency has been declared by the superintendent will be paid time and one half for hour(s) worked in addition to their regular daily rate.

9.12 Employees' Childrens Tuition Waiver

A child or legal dependent of a bargaining unit member who resides outside of the Champion Local School District shall be permitted to attend the Champion Local Schools at the request of the bargaining unit member free of any charge of tuition by the Champion Local Schools. Any student currently under suspension or expulsion or related disciplinary action may be excluded. The child or legal dependent must be enrolled in the Champion School District by October 1 or the State date required for ADM yearly count in order to attend Champion Schools. Said child shall be allowed to remain for the duration of the school year if the parent leaves employment, dies, or retires.

ARTICLE 10 COMPENSATION

10.01 Retirement Pick-Up:

The Board shall pay the SERS employee contribution otherwise payable by the unit member without reduction or deduction from the member's total salary. The total amount of members' share of SERS paid by the Board of Education will be equal to 9 percent (9%).

A. The Board shall compute and remit its employer contributions to SERS based upon total salary per pay period, including both the cash and deferred pick ups. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total salary per pay period, less the amount of the deferred pick-up. The Board shall report for municipal income tax purposes, if any, as a member's gross income said member's total salary per pay period including the amount of the cash pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

B. The deferred pick-up shall be included in the member's total salary per pay period for the purpose of computing daily rate of pay for determining the salary adjustments to be made due to absence, or for any other similar purpose.

C. The pick-up percentage provided in this article shall apply uniformly to all bargaining unit members and no bargaining unit member covered by this article shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.

10.02 Wages

The base salary for each classification will be increased:

A. 2007-2008 – the base salary shall be increased by $ .30.

B. 2008-2009 – the base salary shall be increased by $ .30.

See Appendix A Salary Schedules for 2007-2008, 2008-2009.

10.03 Reopener

The parties agree that they will reopen negotiations only on the following monetary issues: Base Salary, Section 10.02 and Compensation for Extra Trips, Section 6.072(D)(1), for the year 2006-2007, in accordance with the negotiation procedure set forth in Article 2, except that the request for negotiations shall be made no earlier than April 15, 2006, and no later than thirty (30) calendar days prior to June 30, 2006 and the CSSA has its right to strike at the end of the term of this Agreement. The parties specifically agree that no other issues shall be discussed except for Section 10.02 and Section 6.072(D)(1).

10.04 Longevity Step

A longevity increase shall be granted to employees who have completed fourteen (14) years of continuous service with the Champion School District and shall be paid as follows:

14 + years = $150.00

Such longevity increments shall be paid in one lump sum on the anniversary date (hire date) of attainment of the fourteen (14) years of service.

10.05 Perfect Attendance Incentive

The Board of Education will pay one (1) day of wages, established on the base hourly rate within the individual employee's classification for perfect attendance per work year; said rate to be exclusive of overtime and other wage benefits.

10.06 Bargaining unit employees in all classifications except bus drivers and cooks will receive their Contract salary in twenty-six (26) installments, payable on Thursday. Bus drivers and cooks will receive their Contract salary in twenty (20) installments, payable on Thursday. If the Thursday pay date is a bank holiday, paychecks will be available for pick up before the close of business at the Board's office on Wednesday.

ARTICLE 11 EFFECTS

11.01 Complete Agreement/In Term Bargaining/Waiver

This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous practices, understandings (written or oral), not specifically incorporated herein. No change in the specific term of this contract shall be made during the life of this contract except by mutual agreement. Neither party shall have a duty to negotiate any matter during the term of this agreement. Neither party shall have any duty to negotiate any matter during the term of this agreement including those matters which arise pursuant to Ohio Revised Code, Section 4117.08 and which would otherwise require the parties to meet and bargain. The CSSA waives any right to meet and bargain regarding those issues and the Board need not maintain the status quo on those issues.

11.02 Conflict With Laws or Regulations

If any provision of this document, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal or state law, regulations, ruling or order, now or hereafter enacted or issued, such provision, application, or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect. However, should any provision of this document, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms be in such conflict, either party may request renegotiation of the affected provision or agreement.

11.03 No Reprisal Language

There shall be no reprisals by the Board against the CSSA, its officers, members and agents or against any employees, students, parents or other Board personnel for their part or support of any previous job actions by the CSSA.

There shall be no reprisals by the CSSA, their officers, members or agents against the Board, Board members, the Superintendent, administrators or other employees of the Board, parents and/or students for their part, if any, in any previous job actions by CSSA.

11.04 No Work Stoppage for Term of Contract

The Association shall not cause, engage in or sanction any strike or work stoppage during the term of this agreement. The Board agrees it will not lock out any or all members of this Association during the term of this agreement. Association representatives shall confine their Association activities to non-working hours, prior to and subsequent to employees' scheduled working hours.

11.05 Pledge Against Discrimination

The provisions of the Agreement shall be applied equally to all bargaining unit membership without discrimination as to age, gender, marital status, race, color, creed, or national origin, as these terms are defined and used under applicable federal and state laws. The bargaining unit membership shall share equally with the Board of Education the responsibility for applying these provisions to the negotiated agreement.

11.06 Printing of Agreement

The Association shall prepare the draft for printing. After the draft has been reviewed by the Board and approved by both parties, the contract shall be printed by the Board. Fifteen (15) copies shall be printed for the Board and sixty (60) copies shall be provided to the Association. The cost of the printing shall be shared equally.

11.07 Duration

This contract shall remain in full force and effect commencing July 1, 2007 ending June 30, 2009.

FOR THE ASSOCIATION

Patricia Posey, President

FOR THE BOARD

Pam Hood, Superintendent

Brian Gillespie, Treasurer

Maureen Seafert, President

Herman K. Pipe, Labor Relations Consultant

APPENDIX A

Champion Local School District Salary Schedule 2007-2008 $ .30

	0	1	2	3	4	5	6
Bus Mechanic	15.23	15.33	15.43	15.53	15.63	15.73	15.83
Maintenance	14.45	14.55	14.65	14.75	14.85	14.95	15.05
Utility	14.25	14.35	14.45	14.55	14.65	14.75	14.85
Head Custodian	14.34	14.44	14.54	14.64	14.74	14.84	14.94
Custodian	13.29	13.39	13.49	13.59	13.69	13.79	13.89
Head Cook	13.65	13.75	13.85	13.95	14.05	14.15	14.25
Cook	12.71	12.81	12.91	13.01	13.11	13.21	13.31
Bus Driver	14.00	14.10	14.20	14.30	14.40	14.50	14.60
Library Secretary	13.16	13.26	13.36	13.46	13.56	13.66	13.76
Interpreters	13.16	13.26	13.36	13.46	13.56	13.66	13.76
Licensed Custodian	13.61	13.71	13.81	13.91	14.01	14.11	14.21
Interpreter (AS)	15.23	15.33	15.43	15.53	15.63	15.73	15.83

Champion Local School District Salary Schedule 2008-2009 $ .30

	0	1	2	3	4	5	6
Bus Mechanic	15.53	15.63	15.73	15.83	15.93	16.03	16.13
Maintenance	14.75	14.85	14.95	15.05	15.15	15.25	15.35
Utility	14.55	14.65	14.75	14.85	14.95	15.05	15.15
Head Custodian	14.64	14.74	14.84	14.94	15.04	15.14	15.24
Custodian	13.59	13.69	13.79	13.89	13.99	14.09	14.19
Head Cook	13.95	14.05	14.15	14.25	14.35	14.45	14.55
Cook	13.01	13.11	13.21	13.31	13.41	13.51	13.61
Bus Driver	14.30	14.40	14.50	14.60	14.70	14.80	14.90
Library Secretary	13.46	13.56	13.66	13.76	13.86	13.96	14.06
Interpreters	13.46	13.56	13.66	13.76	13.86	13.96	14.06
Licensed Custodian	13.91	14.01	14.11	14.21	14.31	14.41	14.51
Interpreter (AS)	15.53	15.63	15.73	15.83	15.93	16.03	16.13

APPENDIX B

CHAMPION SCHOOL SUPPORT ASSOCIATION GRIEVANCE FORM
FORMAL GRIEVANCE PRESENTATION
(To be completed by Grievant)

Grievant _____ School: _____

Principal/Supervisor _____ Classification: _____

Date grievance occurred: _____ Date of informal Step 1 discussion _____ with _____

Informal level sign off: Grievant _____ Supervisor: _____

Step 2: Date of Formal Presentation Step 2 _____

Statement of Grievance: (Include specific policy, rule, regulation or Agreement provision allegedly violated, misinterpreted, or misapplied) (May be continued on back): _____

Relief Sought (may be continued on back): _____

(Step 2: File with immediate supervisor, copy to Supt.)
Signature of Grievant: _____ Date: _____
Step 2: Disposition: _____

Supervisor Signature: _____ Date: _____

Step 3: Appeal to Superintendent

Signature of Grievant: _____ Date: _____
(Of filing Step 3)

Disposition: _____

Superintendent Signature: _____ Date: _____

Step 4: Appeal to Board

Signature of Grievant: _____ Date: _____
(Of filing Step 4)

Disposition: _____

Board President Signature: _____ Date: _____

Step 5: Request CSSA to submit grievance to arbitration
Grievant Signature _____ Date: _____
(Additional Pages May be Attached)