



12/06/11
10-MED-04-0583
2634-02
K28246

AGREEMENT

between the

Akron Board of Education

and

OAPSE LOCAL 689

OAPSE/AFSCME
AFL-CIO

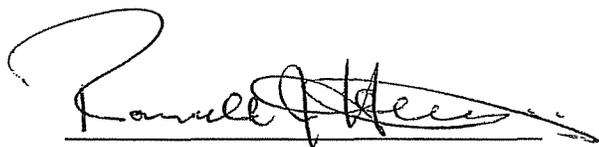
Effective:

July 1, 2010 through June 30, 2012

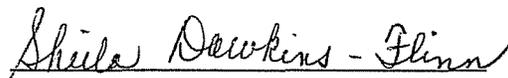
FOREWORD

The first formal written Agreement between the Akron Board of Education and the Ohio Association of Public School Employees, Local 689 and OAPSE/AFSCME AFL-CIO was ratified July 1, 1976.

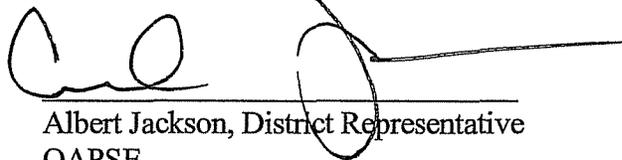
This copy of the thirteenth collective bargaining agreement is for your personal use. It is important that all parties understand the rights, responsibilities and obligations in order to better serve the citizens of the Akron Public Schools' community.



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Akron Board of Education



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Memorandum of Understanding

Salary Schedule

ARTICLE I – PURPOSE

- 1.01** It is the intent and purpose of the Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving grievances and to set forth wages, hours of work and other conditions of employment.

ARTICLE II - RECOGNITION

- 2.01** The Akron Board of Education recognizes the Ohio Association of Public School Employees/AFSCME-AFL-CIO and OAPSE Local 689 as the sole and exclusive bargaining agent for bargaining unit members.
- 2.02** Bargaining unit members are those individuals who work at least five (5) hours per day, five (5) days per week, and thirty seven (37) or more weeks per school year in one of the following job classifications:

Job Category - Instructional Assistants

<u>Job Classification</u>	<u>Job Code</u>
Classroom Assistant	412
Learning Resource Center Elementary School	416
Learning Resource Center Floater Assistant	416
Learning Resource Center Secondary School	413
Computer Lab Assistant	414

Job Category - Audio Visual/Media

<u>Job Classification</u>	<u>Job Code</u>
Media Shipping Clerk	414

Job Category - Special Education

<u>Job Classification</u>	<u>Job Code</u>
Braille Transcriber/Floater	415
Job Trainer	410
Educational Assistant for Visually Impaired	413
Intervention Specialist Assistant (ISA)	415
Educational Assistant for Autism Spectrum Disorders (AU Assistant)	415

Job Category - Clerical Assistant

<u>Job Classification</u>	<u>Job Code</u>
Career Education Program Assistant	414
Clerical Assistant - TS 380	413
Data Entry/Clerical Assistant	414
Parochial Textbook Assistant	406

Clerical Assistant - TS 522

409

Job Category - Special Categories

<u>Job Classification</u>	<u>Job Code</u>
In-School Suspension Assistant	415
Community Liaison Assistant	415
Materials Coordinator & Recruiter	794

Excluded from the bargaining unit are all individuals who are not full-time Educational Assistants as defined herein, all individuals who are members of some other bargaining unit, all administrators, all programmers, all architects/architectural draftsmen, all students, all temporary and substitute employees and all other individuals not specifically included in the above-described bargaining unit language.

2.03 The Union has bargaining rights for all employees in the bargaining unit on the following subjects:

1. Wages, hours, fringe benefits and other matters of economic welfare.
2. Working Conditions
3. Grievance Procedures
4. In-Service Training
5. Membership Deductions

2.04 Should the employer create additional full-time positions or classifications of Educational Assistants and/or positions or classifications doing work that is similar in nature that would not belong in any other bargaining unit, said positions or classifications shall become part of this bargaining unit.

ARTICLE III - MANAGEMENT RIGHTS

The employer retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States including, all of the rights defined in Revised Code Section 4117.08(c) 1-9. These include:

1. Determine matters of inherent managerial policy.
2. Direct, supervise, evaluate or hire support staff employees.
3. Determine the efficiency and effectiveness of the employer's operations.
4. Determine the overall methods of operation and personnel needed.
5. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote or retain support staff employees.

6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer.
8. Effectively manage the work force.
9. Take such actions as are necessary to carry out the mission of the employer.

The exercise of the forgoing management rights by the employer shall be limited only by the terms of this agreement.

ARTICLE IV - DISCRIMINATION AND COERCION

There shall be no discrimination or intimidation by the employer or the Union against any employee as a result of or because of such employee's race, color, religion, sex, national origin, ancestry, handicap, age or membership or non-membership in the Union.

ARTICLE V - PERSONNEL RECORDS

A. RECORDS REQUIRED FOR MEMBERS

Each employee shall be required to submit specific personnel information and documentation upon request. Among the types of records that may be required at the time of initial employment are the following:

- . application form
- . reference letters/forms
- . withholding certificates--Federal W-4 and State
- . insurance forms
- . State Employment Retirement system forms
- . physical examination form
- . I-9 (for persons hired after November 6, 1986)
- . doctor's statements - where applicable
- . any and all other records required by local, state, or federal law, or as may be required by Board Policy

All new employees must submit tuberculosis test information to the Department of Human Resources per Board policy.

B. EMPLOYEE'S RIGHTS

Employees shall have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character or personality before it is dated and placed in the personnel file. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the employee. The signature shall not indicate agreement with the contents of the material, but indicates only that the material has been inspected by the employee.

He/she shall also have an opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.

Derogatory material or complaints against the employee may be rebutted and may be removed from the file at the discretion of the Coordinator.

Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

Each employee shall have the right, upon request, to review the contents of his/her own personnel file upon making reasonable and mutually convenient arrangements in advance. Letters of reference are to be considered confidential and shall not be viewed by the employee.

The employee may have a representative of the local union present while he/she reviews the file.

ARTICLE VI - DEFINITIONS

6.01 EMPLOYEE

Employee refers to any member of the bargaining unit covered by this Agreement.

6.02 COORDINATOR

Coordinator refers to the Coordinator, Support Staff.

6.03 EXECUTIVE DIRECTOR

Executive Director refers to the Executive Director, Human Resources.

6.04 UNION

Union shall mean OAPSE, Local 689, and/or the Ohio Association of Public School Employees/AFSCME-AFL-CIO.

6.05 BOARD

Board refers to the Akron Board of Education.

6.06 EMPLOYER

Employer refers to the Akron City School District.

6.07 SENIORITY

Seniority means the number of continuous years of service within the Akron Public Schools. Continuous service shall include time granted for leaves and lay-offs.

6.08 IMMEDIATE SUPERVISOR

Immediate Supervisor is the building principal and/or the administrator responsible for the employee's direct supervision.

6.09 SUBSTITUTE/TEMPORARY EMPLOYEES

A substitute is a person taking the place of an employee who has rights of return to an assignment with the employer.

Temporary employees are those persons working in assignments which are vacant for a period not to exceed sixty (60) working days.

6.10 IMMEDIATE FAMILY (DEATH OR PERSONAL ILLNESS)

A. DEATH - Definition of Immediate Family

For death, the "immediate family" includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, step-father, step-mother, step-brother, step-sister, grandchild, step-grandchild, grandparent, step-grandparent or any individual directly responsible for rearing the employee or any dependent person in the immediate household.

B. DEATH - Definition of Other Relative

The "other relative" includes a grandparent, uncle, aunt, cousin, niece, nephew and in-laws other than those described in the preceding paragraph.

C. PERSONAL ILLNESS - Definition of Immediate Family

For personal illness, the “immediate family” includes husband, wife and dependent person residing in the immediate household, or a father, mother, father-in-law, mother-in-law, sister, brother, son or daughter who is seriously ill.

For illness of grandchildren one day will be granted except that the Superintendent or designee may increase the number of such days on a case by case basis.

ARTICLE VII - CONFLICTING PROVISIONS

- 7.01 The procedures stated in the Agreement shall take precedence over previous rules, regulations or practices. When a condition is not covered by this Agreement, the Board Policies and/or Administrative Regulations will apply.
- 7.02 Any provision of this Agreement determined by a court of competent jurisdiction to be in conflict with the state or federal law shall be null and void and in no further force or effect.
- 7.03 All existing Board policies, instructions or handbooks shall in no way limit the rights granted employees in this Agreement. Any portion of an existing document inconsistent with the provision of this Agreement shall be modified, deleted or corrected to adhere to this Agreement.

ARTICLE VIII - PERSONNEL POLICIES

**WORKING CONDITIONS, ASSIGNMENTS,
TRANSFERS AND BIDDING PROCEDURES**

8.01 EMPLOYMENT AND WORKING CONDITIONS

- A. There shall be a job description for each bargaining unit classification. Job descriptions for new classifications shall be negotiated in accordance with Article XIV - D.
- B. The employee shall be notified of the number of days that school is in session and the number and dates of paid holidays.
- C. All assistants shall be furnished a copy of their educational assistant permit.
- D. When an associate or bachelor's degree is attained, from a Board of Regent's School, a certified copy of same should be returned to the Department of Human

Resources. It shall be the responsibility of the bargaining unit employee to insure that the employer has received the employee's record of educational achievement.

The date the certified copy is received in the Office of Support Staff is the effective date of the adjustment to the employee's hourly rate.

- E. Every newly hired employee shall serve a probationary period of ninety (90) days actually worked. At any time during this probationary period, the employer may terminate the employee at its discretion and with or without prior notice or just cause. Any such termination will not be subject to challenge by the employee or the Union pursuant to the grievance procedure of this Agreement. During an employee's probationary period, he/she shall have no lay-off or recall seniority rights. Employees retained beyond their probationary period shall have their system-wide seniority computed as of their most recent date of hire.
- F. A supervisor's request for transfer of a member may be made for just cause following one plan of assistance. Before the transfer takes place, the employee shall have the opportunity of a hearing before the Executive Director, Human Resources and be entitled to union representation.

G. Annual Earned Increments

Full annual earned increments will be earned on the basis of the number of work days for which the employee is paid. Full increments will be granted in accordance with the following schedule:

Time Schedule	Increment	No increment
380	120 days or more	119 days or less
522	165 days or more	164 days or less

All earned full annual increments for employees will be in accordance with the full increments in Section I of the "Schedule of Salaries."

H. In-School Suspension

In-school suspension classes shall be limited to twenty-five (25) students at any one time. \

Each in-school suspension class will be equipped with one of the following: a telephone to contact the building office, a radio to contact school personnel or a panic button to be connected with the building office.

I. No Child Left Behind

An employee working in a Title I classroom and who has not met the required No Child Left Behind Federal and State guidelines by the deadline of June, 2006, will be laid off until qualified or for two (2) years whichever comes first. The non-qualified employee will be offered an assignment as a substitute educational assistant and will be paid as a substitute educational assistant if they accept the assignment.

If a position in a non-Title I building becomes available after posting and bidding has taken place, per Section 8.03, the laid off employee will be recalled to the position, per Section 8.08.

Any new Federal or State No Child Left Behind guidelines enacted during the life of this agreement will be followed.

Only full-time assistants who are highly qualified per the No Child Left Behind Act, will be permitted to transfer or bump into a Title I classroom.

8.02 WORK SCHEDULE/SALARY NOTICE

- A. A salary notice shall state the hourly rate, scheduled working hours, total number of hours per week and the number of weeks per year.
- B. The employee's work day shall include an unpaid half (1/2) hour lunch and a fifteen (15) minute paid rest period in the a.m. and a fifteen (15) minute paid rest period in the p.m. These breaks and unpaid lunch are not to be used at the end of the day to permit early dismissal.
- C. If these 15 minute breaks cannot be taken because of the job requirements or responsibilities, they shall be rescheduled by the building principal or immediate supervisor in those buildings without a principal in consultation with the employee.
- D. Principal/Department Heads will assign on a rotating basis by week, playground activity and lunch duty. This does not include Elementary LRC Assistants.
- E. The LRC Elementary Technician and the LRC Floater Assistant work schedule shall be extended to one (1) week prior to the opening of school.
- F. An employee shall be provided at least two (2) weeks notice if the starting time of his/her regular assignment is changed by more than four (4) hours.
- G. It is the policy of the Board to provide safe and healthful working conditions for all employees.

1. A committee of not more than five (5) employees, approved by the Union, will meet by request of either party with the Coordinator, Support Staff and/or Superintendent's Designee, to determine safety and health conditions on Board property. Items of concern will be submitted in writing, and a reply will be forthcoming from the aforementioned administrator(s) within five (5) working days. Those requiring action, as approved by the aforementioned Administrator(s), will be implemented as soon as possible.
 2. The employer shall provide a Health and Safety Workshop for new employees each year.
 3. The Board agrees to provide training on all new equipment purchased for any job site and training for working with all handicapped students.
 4. The Board shall provide training in correct lifting procedures to any employee wishing that training.
 5. The Board shall provide at no expense to the employee proper support belts for assistants required to lift as requested (not to exceed one belt every two years). The employee shall be required to complete a training session and process the necessary paperwork to receive such equipment.
 6. The Board shall provide one lifting belt to each school office for occasional use by other classifications of educational assistants (clerical, LRC, etc.).
- H. Bargaining unit members assigned to facilities not owned by the Akron Public Schools shall not be assigned on a regular daily basis those responsibilities normally fulfilled by custodial employees.

I. Special Education Bus Assistant assignments shall be made as follows:

The assignment will be offered to the senior employee from among the Special Education Assistants in the building from which a Bus Assistant is requested unless that employee is deemed, by the Building Principal, to be essential to classroom duties during the time period he/she would be performing Bus Assistant assignments. If so, then the next most senior Special Education employee in the building will be offered the assignment and so on. The employee who is assigned must agree to remain in the assignment for at least one semester.

Changes in assignment may only be made after the Building Principal consults with the employee. An employee may request a change in assignment with notification and agreement of all parties concerned.

8.03 EMPLOYMENT INFORMATION, JOB BIDDING, PROMOTION AND TRANSFERS

- A. When a vacancy occurs, a notice of such opening shall be posted in each building for five (5) work days. Any employee of the bargaining unit shall have five (5) work days from the date of the initial posting to apply for the job in writing and will be considered for the opening before any new applicant. The minimum job qualifications and requirements for the vacant position will be included in the posting.
- B. During the school year, vacancies will be posted in all buildings on the school building bulletin board and mailed to each employee no later than the initial date of posting.
- C. During the summer months, postings will be sent to each employee.
- D. Before any action is taken to post a newly created bargaining unit position, a job description shall be given to the Union and discussions shall be held with the Labor Management Committee. A job description and salary rate shall be discussed.
- E. Definitions:
 - 1. Transfer - a job move within the same classification or to another classification having the same hourly rate of pay.
 - 2. Promotion - a job move to a classification with a higher hourly rate of pay.
 - 3. Downward move - a job move to a classification with a lower hourly rate of pay.
- F. When a vacancy is to be filled, the most senior applicant from within the classification shall be awarded the position.
- G. If no employee from within the classification submits a bid, the most senior applicant outside the classification shall be awarded the position provided the employee has the ability to perform the duties of the job. Measurable qualifications may be tested by the Coordinator.
- H. Should the vacancy not be filled through F or G above, the employer may hire from outside the bargaining unit. The coordinator will provide to the local union president, the name of the employee hired to fill the position. The local union president will also be informed if the position is filled by a substitute in the interim.

- I. For promotions or transfers, employees shall stay at the same step in the new classification.

For downward moves, employees shall be placed at the step that gives them the same or a higher rate of pay in the new classification.

- J. New hires will be placed on the entry level step of the respective salary schedule.
- K. Program Reorganization

When a program reorganizes with no loss of positions, a meeting of the affected employees will be held at which all available positions will be offered to current program employees in order of seniority beginning with the most senior. Any remaining positions will be posted in accordance with Section A above.

- L. Special Education Unit Transfer

When a special education unit is moved, the assistant will move with the unit. In cases where the assistant does not wish to leave the building, the most senior volunteer in the building from within the classification may go with the unit. If there are no volunteers, the least senior employee in the building within the classification must go with the unit.

8.04 STAFF TRAINING

The employer shall provide a program of orientation and inservice training. The Board shall encourage the inclusion of assistants when other personnel are being trained in school programs. All training past the end of the work day or work week will be voluntary.

Prior to the end of each school year, the Labor Management Committee will discuss, and may recommend, potential topics and/or structure for in-service training.

8.05 OVERTIME

- A. The employer shall pay for authorized overtime at the rate of time and one-half for all hours worked over eight (8) on any day, or over forty (40) in any week. In lieu of receiving overtime compensation during that pay period, the employee may elect compensatory time off at the rate of one and one-half hours off for each overtime hour worked. If compensatory time is elected, the employee may arrange with his/her supervisor to use such time within the next six (6) working months. If compensatory time is not used within this six (6) month period, it will be scheduled by the employer within the next working month or it will be paid.
- B. Overtime will be offered to employees first within the department on a rotating seniority basis if said overtime is related to the work responsibilities of employees

within the department. All work beyond the normal work schedule shall be optional time.

- C. Any employee required to work and working during the time of an emergency created by an Act of God, such as a tornado, flood, snowstorm, etc., requiring schools to be closed to students, shall be compensated at the regular rate of all hours worked during such emergency in addition to Calamity Day pay.

8.06 MILEAGE

Mileage reimbursement shall be set at the Internal Revenue Code amount.

8.07 REDUCTION IN FORCE OR LAY-OFFS

Whenever it becomes necessary to reduce the number of employees in the bargaining unit due to abolition of position or lack of work, probationary, temporary, and part-time employees shall be laid off first.

- A. The employer shall determine which classifications are affected by layoff. A written notice should be sent fourteen (14) days prior to the effective date of layoff stating reason for layoff and bumping and reinstatement rights. The Union shall be provided a list of affected employees, placed in chronological order according to their verified date of hire.

At least 20 work days prior to any layoffs, the employer shall meet with the Union to explain the reasons for the proposed reductions and to discuss possible alternative measures.

- B. The employee (s) with the least seniority in the affected classification shall be the first reduced. Employees whose job(s) have been eliminated shall bump the least senior employees in the classification. When more than one position within a classification is eliminated, the order of bumping shall be determined by seniority, starting with the most senior of the employees whose positions are being eliminated. The positions of the least senior employees to be bumped shall be identified and each person shall have the option, by seniority, of choosing among the available positions.
- C. An employee reduced from his/her classification may bump and displace, based on his/her seniority, the least senior employee in any classification in which he/she had previous employment, or the position occupied by the least senior employee in the bargaining unit. An employee may only exercise his/her bumping rights one time.

Bumping opportunities per this section (C) shall also be determined by seniority. This means that if more than one employee has the opportunity to bump into a classification based on previous employment, the most senior bumping employee

would bump first, and, if more than one employee has the opportunity to bump “the least senior employee in the bargaining unit”, the most senior bumping employee would likewise bump first. As in (B), above, the positions of the least senior employees to be bumped shall be identified and each person shall have the option, by seniority, of choosing among the available positions.

If the position occupied by the least senior employee in the bargaining unit is held by a Clerical Assistant or LRC assistant, and the bumping employee has never held a Clerical Assistant or LRC position, then the Employer may test the bumping employee for minimum qualifications for typing (35 WPM – Clerical; 25 WPM LRC). If the position occupied by the least senior employee in the bargaining unit is held by an ISA or AU Assistant and the Employer has reasonable doubt as to the bumping employee’s physical ability to perform the essential functions of the job, and the bumping employee is unable to furnish documentation of physical qualification from a medical doctor, then the bumping employee may be prohibited from bumping into that position at that time. However, should the laid-off employee be able to provide such medical documentation at any later time, said employee shall be permitted to bump into that position.

- D. Any vacant positions which exist when a RIF is put into effect shall first be posted for bid. Any vacant position(s) remaining unfilled, after the bidding process is completed, shall be considered to be the positions held by “The employee with the least seniority in the affected classification” per B. above or “The least senior employee” per C. above.
- E. Any employee who loses employment due to layoff shall be given an exit interview where employment rights and current training programs will be discussed.
- F. Employees who are reduced to a lower classification through the bumping procedure shall be placed on the salary step in the new classification that is equal or closest to their previous hourly rate.

8.08 RECALL PROVISIONS

The following recall provisions will be followed:

- A. Employees shall be recalled in the reverse order of lay-off--most senior first. Recall notices will be sent by certified mail to the last known address listed in the official personnel file. It is the employee’s responsibility to keep the Office of Support Staff informed of current address.
- B. Employees must respond to a recall notice within five (5) working days. If the employee fails to contact the appropriate personnel administrator by the close of business on the fifth (5th) day after receipt of the recall notice, all recall and seniority rights will cease.

- C. An employee must return to work on the fifteenth (15) work day from the postmarked date on the notice of recall. If an employee is unable to return to work on the fifteenth (15) day for health reasons, a certificate of personal health reasons must be provided by a medical physician for the employee in order for the employee to remain on recall list. If an employee is unable to report to work because of health reasons, employee's name shall be placed at the end of the recall list.
- D. An employee on lay-off shall maintain recall rights for a period of two (2) years.
- E. Any employee who has been laid off and who is subsequently returned to a job code lower than his/her previous job code shall retain recall rights, for the duration of the recall period, to all vacancies occurring within his/her previous classification, job code and lower job codes, provided the employee has the ability to perform the duties of the job. Under this provision, employees shall not be guaranteed a specific placement but shall be placed after considering incumbent employees for all vacant positions in the classification. Job posting and bidding will occur in accordance with Section 8.03.
- F. Any employee who has been reduced in classification but not laid off shall retain recall rights, for the duration of the recall period, to all vacancies occurring within his/her previous classification, job code and job code(s) in between the original job code and the current job code, provided the employee has the ability to perform the duties of the job. Under this provision, employees shall not be guaranteed a specific placement but shall be placed after considering incumbent employees for all vacant positions in the job classification. Posting and bidding will occur in accordance with Section 8.03.

8.09 ABSENCE COVERED BY SICK DAYS

Employees shall be granted sick days for absence due to personal illness, injury, physical disability, emergency dental care, childbirth, pregnancy, exposure to contagious disease which could be communicated to others and for personal illness, injury or death in the employee's immediate family or death of any other relative as follows:

- A. Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in an extreme emergency. In such cases the claim shall be submitted no later than the first day after the employee returns to work. Failure to follow the notification procedure may be cause for disciplinary action.
- B. An employee shall be entitled to any and all accumulated sick leave for personal illness or injury, physical disability, emergency dental care, childbirth, pregnancy, or exposure to contagious diseases which could be communicated to others: no limit. However, an employee on sick days for these or other causes shall be paid only for the number of sick days credited to or earned by such employee. Before payment can be made for any of these absences the employee shall submit the

appropriate forms to the immediate supervisor. Absence of more than five (5) consecutive work days for the above reasons shall require the filing of the appropriate form.

- C. An employee shall be entitled to use all accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the employee shall submit the Attendance Variations Form (S-2j) to the immediate supervisor. If such absence extends beyond five (5) consecutive days, the employee shall also submit a Statement of Necessity for Absence (Form S-2f) stating that the employee's absence from duty is required.
- D. An employee may take no more than five (5) consecutive work days for death in the employee's immediate family, except that the employer may increase the number of days, if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death in the employee's immediate family, the employee must submit an Attendance Variation Form (S-2j) to his/her immediate supervisor.
- E. When an employee has exhausted accumulated sick leave and is unable to return to work, the employee may:
 - a. request a leave of absence
 - b. seek disability retirement
 - c. resign

If an employee does not comply with the above, the Employer has the right to place the employee on unrequested leave status.

8.10 CERTIFICATE OF ABSENCE

The employee shall certify to the employer the cause of the employee's absence. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the employer of such a request shall constitute an authorization of absence from duty.

Certificate of absence request shall be submitted in compliance with the printed regulations contained on the Attendance Variations Form (S-2j).

The employee shall complete and return the Attendance Variations Form to the Department of Human Resources within one (1) working day upon the employee's return.

When an employee has been absent for more than five (5) consecutive work days because of personal illness, one (1) copy of the Certificate of Health (Form S-2e) shall be filed with the Department of Human Resources immediately upon the employee's return to work.

In the event that the absence is for ten (10) days or more, a "Certificate of Health" is to be filed at the end of each payroll period. Failure to file the "Certificate of Health" form will result in delay of compensation for sick leave days.

This Certificate of Health shall be signed only by the employee and shall list the name and address of the attending physician and the dates the physician was consulted. Nothing in this form shall be construed to waive the physician-patient privilege. The employer may inquire of the physician if such consultation did, in fact, occur. Falsification of a statement is grounds for suspension or termination of employment.

8.11 ACCRUAL OF SICK DAYS

There shall be a maximum accumulation of unused sick days as follows:

415 days

All employees shall be paid regular compensation for time lost due to illness or other causes encompassed by the Agreement for not less than five (5) days annually. This minimum benefit of five (5) days shall become effective and available to use annually on the first day of the contract year in which the employee is assigned to duty. After an employee has used the full amount of sick day credit provided either by regulations of the employer or earned by such employee on the basis of service at the rate of one and one-fourth (1 1/4) days for each month of service, such employee may not be lawfully paid for further absence because of illness. Sick leave accrual shall be uniformly administered among all employees of the district.

A. SICK DAY ACCUMULATION

Sick leave for all employees working thirty-five (35) hours or more per week shall be credited at the rate of one and one-fourth (1 1/4) days per month or fifteen (15) days per year up to a maximum accumulation as determined in 8.11 above. Other employees covered by this contract shall be entitled to sick leave for the time actually worked pro-rated at the same rate as that granted to thirty-five (35) hours or more per week employees.

B. TRANSFER

An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick leave. To receive such credit, a new employee shall present to the Treasurer a certification from the public agency in Ohio for which he/she most recently worked, stating the number of days of unused sick leave. The transfer must occur within 10 years of employment with Akron Public Schools per ORC 124.38.

C. SICK DAY BANK

Effective with the 1994 -1995 school year, a Sick Day Bank shall be established.

The purpose of the Sick Day Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and accrued vacation days and who are experiencing prolonged personal or family illness.

Members may enroll in the Sick Day Bank during the months of September through December.

Upon enrollment, a member shall contribute at least one (1) of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable. Members may contribute additional days from their sick day accumulation to the bank upon submission of one of the designated forms (see Appendix A and B).

Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SDBC) of his/her intent to withdraw.

1. Sick Day Bank Committee

The Sick Day Bank Committee shall consist of three (3) OAPSE members and two (2) administrators.

The SDBC shall review and approve or deny all applications to the Sick Day Bank. The SDBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SDBC shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.

Decisions of the SDBC are final.

The SDBC shall review the operation of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

2. General Procedures

- a. An application for a loan from the Sick Day Bank will be accepted only from those individuals who have contributed to the Bank.
- b. Loans will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the loan application in order for the request to be considered.
- c. A loan application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances and accrued vacation days.
- d. Days borrowed from the Sick Day Bank will be paid at 100% of the member's daily rate of pay. Members may borrow up to one (1) day for each day of personal illness and up to one-half (1/2) day for each day of serious illness in the immediate family.
- e. Once qualified to borrow from the Bank, the maximum number of days a member may borrow from the Sick Day Bank shall not exceed the annual number of work days assigned to the Time Schedule for the member's Job Code. Loans from the Sick Day Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days or accrued vacation days, and shall be renewed, upon request from the member and approval of the SDBC, each ten (10) day payroll period.
- f. Loans from the Sick Day Bank will be made only for absences under a member's normal (principal) contract. Loans will not be made for absences in programs such as summer school, extended services, Evening High School or any other part time or second position held by a member with a full time contract.
- g. Days may not be borrowed from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days and accrued vacation days.
- h. Whenever the total number of unloaned days in the Sick Day Bank falls below fifteen (15), the SDBC may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.
- i. Contributions to the Sick Day Bank shall not count against a member's record of perfect attendance.

3. Payback Procedures

- a. A member who borrows days from the Sick Day Bank shall be required to pay back the borrowed days at the rate of 1/3 of his annual sick day accrual each year until the total number of days borrowed is restored to the Bank.
- b. The sick day accumulation of any member owing days to the Sick Day Bank shall not be permitted to exceed fifteen (15) days. Any days that would otherwise be accumulated beyond fifteen and in excess of the normal annual payback shall be used to restore the member's borrowed days to the Sick Day Bank.
- c. In the event a member retires with an outstanding balance owed to the Sick Day Bank, or terminates his/her employment with the Akron Public Schools, any accumulation of sick days at that time shall be used as payback days.

8.12 ABSENCE OTHER THAN SICK DAYS

MEETINGS AND CONFERENCES

- A. Up to thirty (30) days with pay per year may be utilized by employees elected to represent the Union or chosen to serve on programs or in any official capacity at Union meetings, conferences, conventions or to perform Union duties.
- B. A written notice specifying the names of the employees attending the conferences must be furnished by the Union two (2) weeks in advance of the period desired. Any other use of these days must be documented with two (2) days thereafter, specifying the names of the employees and the number of days used.
- C. Not more than five (5) employees shall be absent at any one time and no more than one (1) shall be from the same school or office. Exceptions are subject to the approval of the employer.
- D. All local officers elected to serve in any official capacity at state OAPSE/AFSCME conferences shall be provided a maximum of five (5) days paid absence per year to attend such conferences.

UNRESTRICTED ABSENCE (100+)

Authorization of one (1) day personal absence shall be given any employee with an accumulation of one hundred (100) or more sick days (as of the end of the work day on June 30th of each school year). This day may only be taken between July 1st and June 30th of the school year following that in which it was earned. This day must be taken at

a time other than immediately prior to or after a scheduled holiday and/or vacation period. A full day must be taken.

During the months of May and June, approval must be obtained from a representative of the Department of Human Resources at least five (5) working days prior to the date of absence.

ATTENDANCE INCENTIVE DAY

Any member whose absence is no greater than five (5) days for the previous contract year (July 1 through June 30) may request authorization of one (1) day personal absence during the current contract year. This day must be taken at a time other than immediately prior to or after a scheduled holiday and/or vacation period. A full day must be taken.

During the months of May and June, approval must be obtained from a representative of the Department of Human Resources at least five (5) working days prior to the date of the absence.

Absences for unrestricted absence, attendance incentive day, jury duty, professional development and union business (modification of worksite) and extended absences for personal illness (more than twenty [20] consecutive work days) shall not be counted when determining a member's eligibility for the Attendance Incentive Day.

PAYMENT FOR BONUS DAYS

In lieu of the day (s) of Unrestricted Absence and Attendance Incentive in the paragraphs above, the employee may elect:

Payment of \$50.00 for the earned but unused 100+ Day

Payment of \$50.00 for the earned but unused Attendance Incentive Day

Payment of \$150.00 for the earned but not used days in both categories

Employees electing payment for the days above must inform the Board of their intention during the month of May in the school year during which the days are unused. Payment shall be made by the Board on or before June 30 of the same year.

JUSTIFIABLE ABSENCE

All full-time employees shall be granted days for personal business during each calendar year without loss of pay or deduction from sick days. Personal business is an obligation or emergency over which the employee has no control and which requires immediate attention. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more travel time is required, additional time shall be granted.

The Attendance Variations Form and supporting documentation of absence shall be given as far in advance as possible. If the absence was for an emergency, the employee

shall submit the Attendance Variations Form and supporting documentation as soon as possible.

In the event an employee is directed by the Assistant Superintendent or Coordinator to leave their worksite or not report to work due to the existence of an officially declared Health Department quarantine, the employee so directed will be paid their regular rate of pay for each day they are instructed to remain away from the workplace, but not to exceed two (2) full days. Any additional days will be deducted from accumulated sick leave.

Employees who are able to return to work after two full work days, to a temporarily closed job site, shall be reassigned to an alternate job site pending the removal of the quarantine.

An employee may utilize justifiable absence for the work-related injuries as follows:

1. The first day of an absence due to a work-related injury when the employee seeks medical attention for that injury
2. Partial or full day, as needed, for an appointment when the employee seeks a required second medical opinion or exam concerning the injury
3. Partial or full day, as needed, to attend a Worker's Compensation hearing concerning the work-related injury.

An employee may utilize justifiable absence to attend a personal retirement conference—one per career.

ABSENCE FOR DEATH IN THE FAMILY

For death in the employee's immediate family, (as defined in 6.10 A), three (3) days of absence will be provided, and for death of other relative, (as defined in 6.10 A), two (2) days of absence will be provided, except that the Superintendent may increase the number of such days in the event circumstances justify authorization of additional days of absence with pay. This absence shall not be charged to sick days and current Board policy on travel time shall apply.

WORKERS' COMPENSATION

All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's immediate supervisor or other designated representative. If feasible,

the Employee shall complete and forward to his/her immediate supervisor within twenty-four (24) hours of the injury an Employee's Report of Incident and Injury Form.

An employee absent because of an injury for which a Workers' Compensation Claim has been approved and is chargeable to the Board shall be eligible to receive insurance coverage, at Board cost, at the same benefit level in effect at the time the injury occurred not to exceed six (6) months.

JURY DUTY

A member who serves on jury duty will be paid by the Board at the member's regular daily rate of pay. The member may retain all sums received from the court for jury duty in addition to receiving his or her full salary.

ADOPTION

An employee may utilize justifiable absence for one day to receive an adopted child.

MOVING DAY

An employee may utilize justifiable absence to move a personal residence (one day per move) and for moving dependent children who attend an out-of-town university or college (one day per move). This will be limited to one mover per calendar year.

8.13 LEAVES OF ABSENCE

Employees shall, under conditions specified herein, be granted leaves of absence for the following purposes: illness, maternity, paternity, disability, dependent care, professional study, public office and/or military service. Leaves of absence shall be authorized only by the employer and as provided by the following rules and regulations, and within the provisions of the Ohio Revised Code governing such leave.

Failure to report for duty following the expiration of a leave of absence (or any extension thereof), or failure to comply with the provision of the leave, may be considered by the employer as termination of contract by employee.

For the purpose of regulations on leaves of absence, employees on authorized leaves of absence shall be considered as maintaining continuity of service, provided such leaves of absence may not be included in meeting service requirements for future leaves of absence, earned annual increments, or retirement, except that time spent on an unpaid leave of absence for military service may be credited to the service required for annual increment.

Upon return from a leave of absence, the employee shall be assigned to the itinerant payroll or a lesser position, if the same or equivalent position does not exist. If assigned to a lesser position, the employee shall remain at his/her former hourly rate and salary

range and receive all increments and increases applicable to such range while in the lesser position, for a period of sixty (60) calendar days.

Upon expiration of the sixty (60) calendar days, such employee shall be assigned to a position within his/her former job classification. This assignment may cause the release of the least senior employee in this job classification.

However, if the returning employee chooses to remain in the lesser position, he/she shall be compensated at the salary range and hourly rate for that position.

A. ILLNESS LEAVE

ELIGIBILITY

Any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness, pregnancy or other physical disability, shall be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year.

APPLICATION FOR LEAVE

Application for such leave shall be made at the employee's discretion. The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, and the anticipated duration thereof. An application for renewal shall be made at least sixty (60) calendar days before the expiration of the leave.

EARLY TERMINATION OF LEAVE

Termination of such leave before its expiration date, provided the request for termination is made in writing by the employee to the employer and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the employer and in accordance with the needs and interests of the schools.

APPLICATION FOR REINSTATEMENT

Application for Reinstatement shall be made at least (60) calendar days before the expiration of such leave. Not less than ten (10) days before the expiration of the leave, the employee shall submit a written statement from the attending physician, certifying that the employee has been medically examined and that he/she is able to resume his/her duties with the employer when the leave of absence expires. The employer may require, at employer expense, an examination by a Board-approved physician before the employee is reassigned.

If the employee's leave of absence does not exceed forty-five (45) working days, the employee shall return to the same assignment held at the time said leave commenced.

B. DEPENDENT CARE LEAVE

ELIGIBILITY

An employee may be granted a leave of absence without pay for the remainder of the school year in order to care for an incapacitated member of his/her immediate family. Such leave may be renewed for an additional school year.

APPLICATION FOR LEAVE

An application for such leave shall be made at the employee's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the employee's presence, on a regular and continuing basis, is vital to the recovery of the individual under treatment. An application for renewal shall be made at least sixty (60) calendar days before the expiration of the leave.

EARLY TERMINATION OF LEAVE

Termination of such leave before its expiration date, provided the request for termination is made in writing by the employee and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the employer and in accordance with the needs and interests of the schools.

C. MATERNITY/PATERNITY

An employee shall be granted a leave upon request in the event of the birth or adoption of a child.

Said request shall be made one month prior to the anticipated birth date of the child or effective date of the adoption. The request shall be accompanied by a statement from the attending physician, or an official of the adoption agency indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the school year in which the child's arrival is due to occur, unless such leave is earlier terminated. The leave may, upon request of the employee, be extended for one additional school year.

APPLICATION FOR REINSTATEMENT

Application for reinstatement shall be made by the employee at least sixty (60) calendar days before the expiration of such leave.

D. PROFESSIONAL STUDY

ELIGIBILITY

An employee who immediately prior to his/her request for leave has completed three (3) consecutive years of service with the employer may be granted a leave of absence without pay for study for twelve months over a twenty-four (24) month period. (Employees pursuing teacher certification will have their health insurance benefits maintained at Board expense during their semester of student teaching.)

APPLICATION FOR LEAVE

Application for leave for professional study shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave of absence shall be accompanied by an outline of the program of study to be pursued.

NOTICE OF INTENT TO RETURN

Notice of intent to resume employment shall be made at least sixty (60) calendar days prior to the expiration of a leave of absence for study. The application shall be accompanied by supporting evidence or statements showing that the plan for study was substantially carried out.

E. MILITARY LEAVE

Any employee shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

F. PUBLIC OFFICE

ELIGIBILITY FOR LEAVE

Any employee who is appointed or elected to public office, subsequent to three (3) or more years of regular service with the employer immediately prior to his/her request for leave and who desires to return to employment at a future date, shall be granted a leave of absence without pay.

Upon written request, an employee may be granted time off--without pay--for a maximum of thirty (30) working days per calendar year to campaign for an elected office.

If elected or appointed to public office, the employee shall request an assessment conference with the employer to determine the relationship between said office and responsibilities to the employer. The result of the conference, and any agreement thereof, shall be placed in writing.

An employee elected or appointed to a public office--which does not permit said employee to meet the terms and conditions of his/her employment--may request a leave of absence without pay for one term of such elected position, or in the case of an appointed position, a maximum of two (2) years from effective date of the appointment.

APPLICATION FOR LEAVE

The application shall be submitted within five (5) days after the election or appointment to public office. The leave period shall be the initial term of office.

APPLICATION FOR REINSTATEMENT

Application for Reinstatement shall be made at least sixty (60) calendar days prior to the expiration of the leave.

G. UNREQUESTED LEAVE OF ABSENCE

If an employee is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or if the employee has been absent due to personal illness following the expiration of his/her sick leave, the employer may recommend, without the request of the employee, a leave of absence for a part of the school year, and annual renewal (s) thereof, and the employer may grant such leave in accordance with the provisions of the law. The Board will maintain health insurance coverage only through the last day of the month in which unpaid leave is granted. The Board is to provide to the employee notification of COBRA rights concerning insurance coverage.

H. UNRESTRICTED LEAVE

An employee may request a one-year unpaid leave of absence without specification of the reason. This request shall be submitted at least thirty (30) work days prior to the requested effective date of the leave. In the event the employee so requesting an unrestricted leave desires to return to employment, he/she shall notify the Department of Human Resources in writing at least thirty (30) days before the expiration of the leave. Reinstatement shall be to the former or equivalent position.

An unrestricted leave cannot be taken immediately before or after any other type of leave. No employee may apply for a leave of absence under this provision more

than two (2) times and no leave may be taken except upon the expiration of a five (5) year period of continuous service which shall not include any type of leave.

The Board shall not be obligated to purchase retirement credit for any employee not returning to the employment of the Board subsequent to an unrestricted leave.

I. MAINTENANCE OF BENEFITS AND COBRA RIGHTS

The Board will maintain health insurance coverage only through the last day of the month in which unpaid leave is granted. The Board is to provide to the employee notification of COBRA rights concerning insurance coverage. All mandatory provisions of FMLA shall apply.

8.14 ASSAULT

- A. No employee is ever required to tolerate any act of gross or flagrant misconduct, including derogatory, abusive or vile language, acts of violence, threats of insubordination. Any case of assault, verbal or physical, suffered by an employee shall be reported in writing at once to the immediate supervisor.

This report shall contain a list of the witnesses to the assault and a witness statement of what each witness observed or heard. The immediate supervisor shall acknowledge receipt of such a report and shall report this information to the Coordinator, Director of Student Services, and the Local Union President.

- B. Employees shall be granted up to five (5) paid days of absence due to physical disability resulting from an assault by any person when performing his/her duties. A written physician's statement describing the nature and anticipated duration of the disability must be submitted. The employee shall be paid regular compensation for the time lost due to an assault. If the absence extends beyond five (5) days, the Employee may be required to submit to an examination by a Board approved physician. The examination will be conducted at Board expense. Additional time beyond the five (5) days may be authorized by the Assistant Superintendent after consultation with the Board appointed physician. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration, shall be required before assault leave can be approved for payment.
- C. Paid days granted due to assault shall not be charged against the employee's accumulated sick leave.
- D. In the event an investigation by the building principal reveals that an assault has occurred, the pupil shall be referred immediately to Student Services for disciplinary action. This procedure shall apply to the Special Education student if the assault did not occur as a result of the handicap or if referral is permitted under the student's individualized educational program (IEP).

than two (2) times and no leave may be taken except upon the expiration of a five (5) year period of continuous service which shall not include any type of leave.

The Board shall not be obligated to purchase retirement credit for any employee not returning to the employment of the Board subsequent to an unrestricted leave.

I. MAINTENANCE OF BENEFITS AND COBRA RIGHTS

The Board will maintain health insurance coverage only through the last day of the month in which unpaid leave is granted. The Board is to provide to the employee notification of COBRA rights concerning insurance coverage. All mandatory provisions of FMLA shall apply.

8.14 ASSAULT

- A. No employee is ever required to tolerate any act of gross or flagrant misconduct, including derogatory, abusive or vile language, acts of violence, threats of insubordination. Any case of assault, verbal or physical, suffered by an employee shall be reported in writing at once to the immediate supervisor.

This report shall contain a list of the witnesses to the assault and a witness statement of what each witness observed or heard. The immediate supervisor shall acknowledge receipt of such a report and shall report this information to the Coordinator, Director of Student Services, and the Local Union President.

- B. Employees shall be granted up to five (5) paid days of absence due to physical disability resulting from an assault by any person when performing his/her duties. A written physician's statement describing the nature and anticipated duration of the disability must be submitted. The employee shall be paid regular compensation for the time lost due to an assault. If the absence extends beyond five (5) days, the Employee may be required to submit to an examination by a Board approved physician. The examination will be conducted at Board expense. Additional time beyond the five (5) days may be authorized by the Assistant Superintendent after consultation with the Board appointed physician. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration, shall be required before assault leave can be approved for payment.
- C. Paid days granted due to assault shall not be charged against the employee's accumulated sick leave.
- D. In the event an investigation by the building principal reveals that an assault has occurred, the pupil shall be referred immediately to Student Services for disciplinary action. This procedure shall apply to the Special Education student if the assault did not occur as a result of the handicap or if referral is permitted under the student's individualized educational program (IEP).

8.15 EPIDEMIC OR OTHER PUBLIC CALAMITY

- A. Employees shall be paid for all time lost when schools in which they are employed are closed due to an epidemic or other public calamity. Public calamities shall be determined by the State Superintendent of Public Instruction.
- B. In the case of absence resulting from travel difficulties between the employee's local residence and his/her place of employment, provided difficulties are caused by flood, storm or other uncontrollable conditions, the employer shall waive the salary deduction if, in its judgment, the employee has made every reasonable effort to get to his/her place of employment. In case of absence due to damage or serious and immediate threat of damage to the employee's residence resulting from flood, storm or other uncontrollable conditions, the employer shall waive the salary deduction if, in its judgment, such absence was imperative to the protection of property and personal safety of the employee and his/her immediate family.

8.16 REGULATIONS REGARDING RETIREMENT

A. RETIREMENT CONTRIBUTION (SERS Pick-Up)

1. For purposes of the Salary Schedule, total annual salary or salary per pay period for each employee shall be the salary otherwise payable under this Agreement. The total annual salary or salary per pay period of each employee shall be payable by the employer in two (2) parts: 1) deferred salary and 2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the Ohio School Employees Retirement System (SERS) to be paid as an employee contribution by said employee and shall be paid by the employer to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per day period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board total combined expenditures for employee's total annual salaries or salaries per pay period otherwise payable under this Agreement, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
2. The employer shall compute and remit its employer contributions to SERS based upon total annual salary per pay period, including the "pickup." The employer shall report for federal and Ohio income tax purposes as employee's gross income said employee's total annual salary or salary per pay period, less the amount of the "pickup." The employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary

or salary per pay period, including the amount of the pickup. The employer shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

3. The pickup shall be included in the employee's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
4. The pickup shall apply to all payroll payments made after the adoption of the Pickup Agreement.

B. WITHDRAWAL

The contribution which is deducted from the employee's salary may be withdrawn upon resignation from the employer. Forms for withdrawing retirement contributions may be obtained from the Office of the Treasurer.

In case an employee discontinues service in Ohio school or state supported schools and does not enter service covered by the School Employees Retirement System, his/her total contribution may be withdrawn. Also, employees leaving public school employment may leave their accounts with the Retirement System and thereby retain membership indefinitely. With five (5) or more years of service credit, such employees may retire at attained age sixty (60).

C. RETIREMENT

An employee may qualify for retirement according to the following chart:

Attained Retirement Age	Total Service Credit
55	with 25 or more years
60	with 5 or more years
any age	with 30 or more years

D. DISABILITY RETIREMENT

If an employee is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or is required to apply for disability retirement, his/her contract status shall not be terminated. The employee's insurance coverage shall be continued at employer expense until such time as the disability retirement application is approved by SERS and monthly benefits and SERS hospitalization coverage commences.

In the event the employee's application for disability is denied by SERS and the employee has exhausted his/her accumulated sick leave, the employer shall continue to provide insurance coverage to the employee for forty-five (45) working

days after the SERS Board has ruled that the employee's application has been denied. During this 45-day period, the employee has the right to appeal the SERS denial or to apply for illness leave.

The employer shall maintain insurance coverage for an employee who has exhausted his/her sick leave and has filed, in a timely fashion, an appeal with SERS. The employer shall provide insurance coverage under these circumstances until SERS rules on the employee's appeal or for six (6) months, whichever is less.

An employee who fails to appeal an SERS decision to deny his/her application for disability retirement or who fails to apply for illness leave within forty-five (45) working days shall be placed on unrequested leave and shall be responsible for the cost to the employer for maintaining his/her insurance coverage.

8.17 EMPLOYEE EVALUATIONS AND/OR OBSERVATIONS

- A. A semi-annual or periodic evaluation completed on each employee's work performance shall be examined and signed by the employee prior to being placed in his/her file folder. A copy of each evaluation and/or observation form shall be furnished to the employee. The employee's immediate supervisor, as defined in 6.08, shall review and sign the evaluation.

An employee may write comments upon such evaluation and/or observation form, attach a rebuttal, or appeal the rating only after signing the evaluation.

- B. The employee shall have the right to appeal the evaluation to the Coordinator to reach some understanding with regard to the evaluation. The employee shall have the right to have a local OAPSE representative with him/her at the time of the appeal meeting.
- C. For the purposes of appraisal in the area of attendance on the evaluation forms, absences of twenty (20) or more consecutive days required by a physician due to outpatient surgery or hospitalization and absences related to pregnancy shall not be counted against the member. The pregnancy exception is limited to four (4) weeks prior to the due date and, for a normal delivery, six (6) weeks after delivery and, for caesarian delivery, eight (8) weeks after delivery. Complications due to pregnancy, which extend either of the periods above, shall also be excluded.

8.18 DISCIPLINARY PROCEDURES (DUE PROCESS)

No employee shall be disciplined (e.g. reprimanded, suspended with or without pay, demoted or discharged) without just cause. Disciplinary interviews and reprimands shall be in private and held during working hours.

Before imposing discipline involving a reduction in pay, suspension without pay, or discharge, the employer shall hold a disciplinary conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and

to afford the employee an opportunity to respond. Prior to the conference, the employee shall be notified that the conference is disciplinary and of the right to request representation if he/she deems it necessary. Any employee who is ultimately disciplined following such a conference shall be sent a letter notifying him/her of the disciplinary actions and the reasons. The employee shall have a minimum of three (3) work days notice of this type of conference.

The employer may impose reasonable rules on the length of the conference and the conduct of the participants. If the employer determines that the employee's continued employment prior to the conference poses a danger to any person or property, or a threat of disrupting operations, the employer may suspend the employee for up to three (3) days with pay pending the disciplinary conference.

Disciplinary conferences other than those described in the paragraphs above shall only require that the employee be provided notice of the conference and, upon request, representation at the conference. The employee shall have a minimum of two (2) work day's notice of this type of conference.

Designated representative(s) shall be released in sufficient time to attend the conference.

Disciplinary procedures will be conducted per the APS Code of Conduct that pertains to OAPSE 689 members.

ARTICLE IX - FRINGE BENEFITS

9.01 SALARY SCHEDULE

The current salary schedule shall remain in effect through June 30, 2012 and the salary schedule currently in effect and approved by the Board in the Schedule of Salaries is available from the Department of Human Resources.

Stipend for Associate Degree shall is \$.60 per hour.

Stipend for Bachelor Degree is \$.90 per hour.

All full-time bargaining unit members employed as of November 1, 2010, will receive a one-time lump sum payment equal to two percent (2.0%) percent of their regular compensation effective July 1, 2010 (regular hourly rate x regular number of hours, days, and weeks scheduled per year in the 2010-2011 school year x 2.0%).

All part-time bargaining unit members employed as of November 1, 2010, will receive a one-time lump sum payment equal to two (2.0%) of their regular 2009-2010 earnings (regular hourly rate x regular number of hours, days and weeks scheduled in the 2009-2010 school year x 2.0%).

For purposes of calculating the wages of full and part-time employees' two percent (2.0%) will be applied, all hours worked beyond a member's regularly scheduled: work day; work week and/or; work years shall be excluded. All payments for supplemental contracts, extended contracts, stipends and or bonuses shall also be excluded from the two percent (2.0%) lump sum payment.

The Board shall continue to make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

9.02 UNION SECURITY AND DUES CHECK-OFF - AGENCY SHOP AND FAIR SHARE FEES

1. All employees who are not members of the Union shall pay to the Union a fair share fee as a condition of their continued employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union.
2. As of the effective date of this provision, or sixty (60) days after being hired, whichever is applicable, any employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay the Union a monthly fair share fee. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Union but who discontinues membership in the Union during the term of this Agreement.
3. Fair share fees shall be deducted through the payroll deduction in the same manner as membership dues deductions, except that written authorization for fair share fee deductions is not required.
4. Fair share fee rebate procedures shall conform to the requirements of Ohio Revised Code, Section 4117.09(c) and court decisions interpreting that statute.
5. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a Member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code 4117.09(c) shall not be required to join or financially support the Union as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above an amount equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the Union. In addition, any such employee shall furnish to the Union written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or fair share fee hereunder.

6. Employees may request deductions at any time during the dues deduction period. Any deductions missed shall be the obligation of the individual employee.
 - a. Payroll deduction authorization for periodic dues, initiation fees, and assessments shall be continuous except that authorization may be withdrawn if submitted during a period of ten (10) days ending December 15, during the year preceding the expiration of the contract. If dues deduction is not revoked during such period, it shall continue for a successive period. Copies of all revocations shall be sent to the Local President and Treasurer.

If a valid authorization form is not on file with the employer, no deductions will be made from the paychecks of the employee in question.
 - b. All dues shall be deducted from the employee's wages for pays beginning with the first complete pay in October and for the next fourteen (14) consecutive pays and shall be sent with the report of deductions to the State Union Treasurer. A copy of the report shall be sent to the local Union Treasurer.
 - c. The Union shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year.
 - d. Employees may choose to pay their dues/fair share fee to the Union without payroll deduction but payments must be paid in full to the State Office of the Union no later than August 15th of the membership year. Payment would cover the time period from September 1st of the membership year through August 31st of the next calendar year. In the event the State Office of the Union has not received payment for all dues/fair share fees by August 15th for the time period of September 1st of the given year through August 31st of the next calendar year, and upon the union's notice to the employer, the employee's dues/fair share fee shall be automatically deducted from their pay as per Article 9.02 of this Agreement.
7. The Union hereby indemnifies the employer against any and all claims, demands, suits and any and all other forms of liability which may arise by reason of the employer's actions in deducting and forwarding union dues, initiation fees, assessment and/or fair share fees pursuant to this provision.
8. The employer agrees not to honor any check-off authorizations or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms, and conditions of employment.

9. Copies of the current Agreement and a jointly developed information sheet explaining obligations under Ohio Revised Code 4117 shall be provided to all new employees.
10. The employer agrees to provide between August 1 and September 1 of each year a list of all employees on the payroll effective July 1, their hourly rate, annual rate, number of work days, number of hours to be worked. This report shall be sent to the State Union Treasurer and Local Union President.

9.03 AFSCME PEOPLE

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

9.04 TOW PATH CREDIT UNION

Payroll deductions for Tow Path Credit Union shall be provided by the employer for all employees who are eligible and who request such deductions.

9.05 INSURANCE – (defer to Health Benefits Advisory Committee recommendation for all full time employee insurance benefits)

- A. The employer agrees to provide during the term of this Agreement a hospitalization (surgical and major medical), term life, dental, vision and prescription insurance program for employees and their dependents. One Health Maintenance Organizations shall be made available to employees and their eligible dependents to the extent required by law.
- . Through June 30, 2006, the Board shall provide one closed panel health maintenance organization with annual open enrollment in May of each calendar year. Kaiser Permanente HMO will be offered without employee premium contribution.

Negotiated preferred provider organization (PPO) plans as offered under Aultcare, Medical Mutual Super Med Plus and Summa Care and one closed panel HMO plan (currently Kaiser Permanente). Coverage under each plan is on file at the offices of the Board of Education.

Co-pays and deductibles specified below for all full-time members and their dependents unless the member notifies the Board's Insurance Department of his/her intent not to be provided such coverage.

Member deductibles for Major Medical insurance shall be as follows.

MEDICAL			
IN NETWORK DEDUCTIBLE		OUT OF NETWORK DEDUCTIBLE	
Single	Family	Single	Family
\$150	\$300	\$300	\$600

- B. The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available through the greater Akron area. If the Board provides prescription insurance through a preferred provider arrangement, it shall provide for mail order filling of prescriptions for maintenance drugs to which the deductible shall apply. (Generic Drugs not mandatory.)

The Board shall provide a family coverage program of prescription insurance based upon the following table of deductibles and out-of-pocket maximums:

PRESCRIPTIONS		
Generic Co-Pay	Name Brand Co-Pay	Out of Pocket Maximum
\$5	\$15	\$900

The plan shall cover oral contraceptives regardless of medical necessity.

The deductibles above shall apply to prescriptions filled at retail outlets as well as mail order prescriptions.

- C. A designated representative of the employer shall be made available for assistance on insurance problems and concerns.
- D. Explanatory materials concerning insurance programs shall be available to all employees. Three copies of the policies and explanatory materials shall be sent to the Local Union President.
- E. The employer agrees to require any proposed carrier for any of the proposed insurance programs to certify in writing that all current benefit levels are met or exceeded.
- F. A Dental HMO shall be provided. Employees may enroll during the normal open enrollment period.

- G. Dental Insurance (equal to Delta Stance IV B)
- H. Preferred Provider Organization (PPO)

Members participating in a PPO shall be provided at no additional costs beyond the deductibles and/or copays with the following upgrades to their health care coverage:

- a) A vision insurance program that shall include exams, lenses, and frames (at an increased reimbursement level) every 12 months. The program shall include tinted lenses and photochromic lenses at no additional charge. Deductibles of \$5.00 for exams and \$15.00 for frames/lenses shall apply.
- b) A dental program, which shall include provisions of the current Stance IV-B Plan, converted to a UCR schedule (100%, 80%, 70%). Coverage shall also provide 100% reimbursement for sealants and adult fluoride treatments.
- c) Coverage within the PPO shall also include annual check-ups, blood draws, EKG, PSA, Mammograms, flu shots, diabetes education, sigmoidoscopy, and colonoscopy.
- d) When both spouses are employed by the Board and where both are members of the same PPO, the \$10.00 office visit co-pay and the \$50.00 emergency room co-pay—where an injury or medical condition requires immediate attention—shall not apply.

- I. New Health Screening Program

The Board shall provide annual health screenings for all members at no cost.

- J. Insurance Opt-Out

An employee may elect to “opt-out” of the Board-provided hospitalization and major medical insurance coverage. An employee who elects to opt-out shall be compensated as follows:

- An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of \$1,000.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of \$2,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.

- The opt-out shall occur during the open enrollment period (currently May) and can be rescinded before the next open enrollment only when a triggering event occurs (loss of coverage from the other source).
- Members may elect to opt-out of the insurance program during the annual enrollment period for the succeeding fiscal year.

9.06 TERM LIFE INSURANCE (defer to Health Benefits Advisory Committee recommendation for all full time employee insurance benefits)

- A. The face valuation of the term life insurance will be one and one-fourth (1 1/4) times the employee's annual salary rounded to the nearest \$1,000.
- B. The annual salary is defined as the basic annual rate, not including supplemental contracts for employees or additional payments.
- C. Effective with the September 1994 enrollment period, employees shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents subject to approval of the carrier. Insurance shall be purchased in increments of \$5,000 up to \$500,000 and shall cost the employee per thousand rate charged the Board by the carrier. There shall be an annual September enrollment period for purchases of such term life insurance. Pay for the insurance shall be through payroll deduction in ten equal payments commencing with the first payroll in November.

9.07 TAX SHELTERED ANNUITIES

The employer shall provide a reduction of salaries to all employees who wish to participate in a Tax Sheltered Annuity Program.

The Program shall be handled by approved carriers as designated by the Treasurer of the Board of Education. The various annuity carriers shall not be permitted to solicit individual employees. (All inquiries shall be directed to the carrier(s) by and from the employee through the Treasurer of the Akron Board of Education and/or the Union).

The employer and the Treasurer of the Board of Education shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

9.08 INCOME PROTECTION INSURANCE

Payroll deductions for income protection insurance shall be provided by the employer.

9.09 DEFENSE AND INDEMNIFICATION

The employer will meet the defense and indemnification requirements set forth in Ohio Revised Code 2744.07 and each employee will be the beneficiary of such defense and indemnification requirements.

9.10 PAID HOLIDAYS

All Full-time employees will receive the following paid holidays:

- | | |
|------------------------|------------------------|
| Labor Day | Martin Luther King Day |
| Thanksgiving Day | President's Day |
| Day After Thanksgiving | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Day | |

9.11 SEVERANCE PAY

The employer shall provide severance pay for those employees who retire directly from the Akron Public Schools under service provisions of the School Employees Retirement System. Such pay shall be determined as follows:

- A. An employee who qualifies for severance pay shall receive twenty-five (25) percent of said employee's accumulation of unused sick days.
- B. An employee shall receive two (2) additional days of severance pay credit for each year said employee had perfect attendance commencing July 1, 1976 through June 30, 1981.
- C. An employee shall receive one (1) day of severance pay credit for each year said employee has perfect attendance commencing July 1, 1981.
- D. Perfect attendance shall be defined as the employee's non-use of sick leave between July 1 and June 30 of each year.
- E. Payment shall be made in the same calendar year that the employee has constructive receipt of retirement payment.

9.12 SCHOOL CALENDAR

The School Calendar shall be adopted annually for the subsequent year by the Board and shall designate: 1) work days with students; 2) work days without students; 3) paid holidays; and 4) non-paid holidays.

The School Calendar Committee shall be composed of one (1) representative for each 500 employees or fraction thereof represented by AEA; International Brotherhood of Firemen and Oilers, Local 100 (Maintenance, Buildings, Grounds, Warehouse, and Transportation employees); OEA Office Support Personnel, Akron Association of Classified Personnel; OAPSE Educational Assistants, Local 689; and the International Brotherhood of Firemen and Oilers, Local 100 (Food Services Employees); and OAPSE Foremen, Local 778.

Two choices for the distribution of School Calendar days to be negotiated annually by the School Calendar Committee and the Board, shall be placed on a referendum ballot.

The School Calendar adopted by the Board shall be determined by a referendum of the employees who shall vote on the two (2) choices negotiated by the School Calendar Committee (the composition of which has been defined heretofore) and the Board. The complete results of this balloting shall be posted in each building.

9.13 VACATION

All full time assistants scheduled forty-eight (48) consecutive weeks or more shall receive paid vacation in accordance with current vacation on the following basis:

A. EARNING VACATION

1. During the first year of employment, the employee shall earn vacation from the date of employment to December 31, at the rate of one day per month for each completed month of service, to a maximum of ten (10) days.
2. Vacation is earned from January 1 to December 31 each year. Each employee shall have January 1 as his/her anniversary date for his/her computation of vacation entitlement--until his/her final year of service.
3. Employees hired prior to January 1, 1978, shall have, as an anniversary date, for vacation entitlement purposes, January 1 of the year of hire.
4. Personnel previously employed by a political subdivision of the State of Ohio are entitled to have their prior service with any of those employers counted as service toward vacation.
5. Employees hired on or after January 1, 1978, shall have an anniversary date, for vacation entitlement purposes, as follows:
 - a) An employee having a hire date of January 1 through June 30 shall have an anniversary date for vacation entitlement purposes of January 1 of the year of hire.

- b) An employee having a hire date of July 1 through December 31 shall have an anniversary date for vacation entitlement purposes of January 1 following the year of hire.

B. VACATION SCHEDULE ENTITLEMENT

Less than one year of service	one day per month to 10 days
Upon completion of one year but less than five years.....	10 days
Upon completion of five but less than fourteen years.....	15 days
Upon completion of fourteen years.....	20 days
Upon completion of fifteen years.....	21 days
Upon completion of sixteen years.....	22 days
Upon completion of seventeen years	23 days
Upon completion of eighteen years.....	24 days
Upon completion of nineteen years and over	25 days

Vacation is taken in the period January 1 to December 31 subsequent to the period in which it is earned.

9.14 TERMINAL VACATION

An employee who is in good standing and who is entitled to vacation days with pay when his/her contract with the Board of Education is terminated shall be granted those days of vacation with pay (not to exceed one and one half (1 1/2) years of earned vacation credit), provided the employee gives written notice of his/her intention to resign to the employer at least two full weeks prior to the beginning of the proposed terminal vacation, and provided the vacation days are taken before the effective date of the resignation.

9.15 EMPLOYEE ASSISTANCE PROGRAM

The employer and the Union agree that the Employee Assistance Program will remain in force.

9.16 EMPLOYEE WELLNESS PROGRAM (defer to Health Benefits Advisory Committee recommendation for all full time employee insurance benefits)

9.17 THEFT AND VANDALISM FUND

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$2,000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft

and/or vandalism. Members may also apply for reimbursement for any documented job-related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion.

Application for reimbursement shall be made to the Office of Staff Relations, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application for reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any job-related property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances shall be decided by a committee composed of two (2) Union representatives and two (2) Board representatives.

Documentation of the deductible payments shall be submitted with the application for reimbursement.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

ARTICLE X - NO STRIKES OR WORK INTERRUPTIONS

- A. The Union agrees that there shall be no strikes as defined in Ohio Revised Code 4117.01 during the term of this Agreement or during the entire period of any negotiations which extend beyond the term of this Agreement.
- B. The Union agrees that it will not authorize, ratify, condone or encourage any of the above-proscribed activities, and that, in the event any such activities occur, the Union and its officers, agents and representatives will make every effort through affirmative action to end such activity.
- C. There shall be no lockout by the employer during the time period of Section A of this article.

ARTICLE XI - GRIEVANCE AND ARBITRATION

11.01 GRIEVANCE PROCEDURE

A grievance is written claim by an employee(s) of: (1) an alleged misinterpretation or misapplication of any provision of this Agreement; or (2) a condition of employment which constitutes a violation or misapplication of this Agreement.

An aggrieved person is an employee(s) having a grievance.

The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of this procedure. Class Action grievances may be filed directly at Step Two of the procedure.

In order that a grievance may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.

The aggrieved persons(s) may be represented at all levels of the grievance procedure by themselves and/or Union Representative(s). The employee may also have a non-participating observer present.

The Union shall have the right to have its representatives present at all steps of the specified grievance procedure.

If the grievance procedure is not initiated within fifteen (15) working days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. An event or condition based on physical conditions in the building shall be deemed a continuing condition, and a grievance based on such a continuing condition may be initiated without regard to the aforementioned time limitation.

A. Step One

The aggrieved employee must sign and file the grievance in writing with the immediate supervisor within fifteen (15) working days of the event giving rise to the grievance. The written grievance must recite the exact provision of this Agreement alleged to have been violated, the facts supporting the grievant's claim and the specific relief requested. If the written grievance is not filed within the above time limit it is forever waived. The employer will review and issue a written response to the grievance. This response is to be sent to the grievant within ten (10) working days. Failure of the employer to provide a timely written response will cause the grievance to advance automatically to Step Two.

B. Step Two

Within ten (10) working days after the date on the written Step One response, the grievant, if dissatisfied with said response, may file a written Step Two appeal with the Executive Director, Human Resources requesting either a review of the grievance response or a conference. If a review is requested a written response must be provided within ten (10) working days after receipt of the Step Two appeal.

If a conference is requested, it shall be held within (10) working days after receipt of the Step Two appeal and written decision will be provided within ten (10) working days after the conference.

A copy of all written responses shall be sent to both the grievant and the Union. Any and all information supporting the Step Two appeal must be set forth in or attached to the appeal in order for any such information to be considered by the Executive Director. Any failure to file the Step Two appeal within the stated time limit shall cause the grievance to be dismissed with prejudice.

A list of employees who will attend the conference is required two (2) days in advance. No employee shall be excused from the workplace unless the proper notification is given. Unexcused absence shall be unpaid.

C. Step Three

Within fifteen (15) work days after the date on the written Step Two response, the President may notify the Executive Director, Human Resources, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue (s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.
2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability, to hear grievances.
3. The mediator shall schedule a meeting within fifteen (15) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.

4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which, if acceptable may be memorialized by the parties.
5. If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
6. The comments and opinions of the mediator, and any settlement offer put forth by the party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
7. Costs for the mediation shall be shared equally by the Union and the Board.

D. Step Four

In the event the grievance is not resolved at Step Two or Three, the matter may be referred to arbitration by the Union by filing a written notice of appeal within fifteen (15) work days after the date of the written Step Two response or the response of the mediator if Step Three was utilized. This notice of appeal must be filed with the Office of the Executive Director, Human Resources. Any failure to file such appeal within the stated time limit shall cause the grievance to be dismissed with prejudice.

11.02 ARBITRATION PROCEDURE

The arbitration procedures shall be as follows:

The Union shall, within ten (10) calendar days after filing notice of appeal, request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall select an arbitrator by alternately striking a name from the list until only one name remains (the striking of the first name shall be determined by the toss of a coin.)

The arbitrator shall schedule a hearing at a time mutually agreeable to both parties.

The arbitrator shall report recommendations for settlement of the grievance to the Union President and Executive Director. The employer shall accept or reject the arbitrator's recommendation by official action within fifteen (15) working days after receipt of the arbitrator's report of award.

The arbitrator's fees and expenses shall be paid in full by the losing party. Each party shall bear the expense of preparing and presenting its case to the arbitrator.

The arbitrator shall not establish, add to, delete from or modify in any way the wages, fringe benefit plan, or other terms of this Agreement. The arbitrator's decision shall be

based solely on the evidence and arguments presented at the hearing or in post-hearing briefs.

The arbitrator shall not make any recommendation which would require either party to commit an act that is contrary to law.

11.03 LABOR MANAGEMENT COMMITTEE

In an effort to solve problems before they become a formal grievance, the employer agrees to establish a Labor-Management Committee consisting of representatives of both the Union and the employer. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this contract; to confer over potential problems in an effort to keep such matters from becoming major in scope. The Union representatives shall be no more than two (2) from the Local Union and one (1) Field Representative. The employer representative shall be no more than three (3) in number.

Any party to this contract can request a meeting of the Labor-Management Committee, but not more often than one (1) a month unless mutually agreed upon. Arrangements are to be made in advance and an agenda may be submitted with the request. The refusal of the Union to meet at any meeting called by the Administration within five (5) work days of the call, shall constitute a waiver by the Union of the right to confer over matters for which the meeting was called.

Either party may cancel a meeting for good cause.

ARTICLE XII - NEGOTIATIONS

12.01 REQUEST FOR OPENING NEGOTIATIONS

A request for the opening of negotiations shall not be made earlier than one hundred twenty (120) days prior to the contract termination date. Upon receipt of a written request for opening negotiations, either party will have five (5) days to reply to the request. A meeting date shall be agreed upon to within fifteen (15) days of such request. All days referred to in this section shall be work days.

12.02 SCOPE OF BARGAINING

Subjects for negotiations shall be salaries, fringe benefits, hours and conditions of employment.

12.03 PROCEDURES FOR CONDUCTING NEGOTIATIONS

Negotiating Teams

All negotiations shall be conducted exclusively between said teams. Neither party shall have control over the selection of the other party's team members.

12.04 NEWS RELEASES

News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to time and content of the release.

12.05 TENTATIVE AGREEMENTS

As negotiated items are tentatively agreed upon, they shall be reduced to writing and initialed by both parties. Tentative agreements shall be subject to final ratification by the membership of the Union and ratification by the Board.

12.06 RATIFICATION

When overall tentative agreement is reached through negotiations, the outcome shall be reduced in writing and both negotiating teams will recommend adoption to the membership and Board respectively. Both parties shall review the tentative Agreement together to determine its accuracy. If the Agreement then is in proper form, it shall be submitted to the Union for ratification. Following such ratification, it shall be submitted to the Board of Education for ratification and adoption. If adopted by the Board, the Agreement shall become a contract and thus be binding on both parties. Said Agreement shall be signed by the Board's representatives and by the Union's representatives. When adopted by the Board, the Agreement shall become part of the official Board minutes and become binding on all parties.

12.07 IMPASSE RESOLUTION PROCEDURE

Should the Union and the employer be unable to reach an agreement within ninety (90) calendar days from the date of the initial request to open negotiations, unless the parties mutually agree to an extension of time, either party may request the assistance of the Federal Mediation and Conciliation Service.

The mediator shall be selected by the Federal Mediation and Conciliation Service from among those mediators at its nearest office, if possible. In the event mediation is requested by either party, both parties shall make every effort to seek settlement under the direction of the mediator within thirty (30) days, or any additional period of time mutually agreed upon by the parties.

All costs incurred as a result of the use of the Federal Mediation and Conciliation Service shall be shared equally by the Union and the employer. This procedure shall serve as the mutually agreed upon dispute resolution procedure of the Parties.

ARTICLE XIII – RIGHTS OF THE UNION

13.01 MAIL SYSTEM

The employer shall grant use of the School Mail System and Bulletin Boards for Union business.

13.02 SCHOOL FACILITIES

The employer shall grant use of School Facilities (during the school day to 7:00 p.m.) in regard to meeting for the purpose of Union business.

13.03 UNION BUSINESS AND RELEASE TIME

- A. The Union may conduct Union business other than membership meetings on school property during the hours of employment, provided prior approval has been obtained from the Executive Director, Human Resources or his/her designate. The conduct of such business shall not interfere with the operation of the Akron Public Schools, nor hinder any employee's scheduled work. When requested by an employee, authorized representatives, elected officers or building representatives may visit work sites provided prior approval has been obtained.
- B. The Executive Director, Human Resources, or his/her designate may authorize release time for an officer or grievance chairperson to visit a work site when requested by an employee to attempt to resolve a grievance that is of an emergency nature.

ARTICLE XIV - WAIVER

- A. The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.
- B. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualified waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. However, this article does not waive the right of the Union to receive notice of an opportunity to bargain over the effect of any change in wages, hours, or other terms

or conditions of employment which the employer may make during the term of this agreement.

- D. Should, as a consequence of Section C above, bargaining take place during the term of the Agreement, the procedures in Section 12.03 through 12.06 shall apply.

Should the Union and the employer be unable to reach an agreement, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS).

The Mediator shall be selected by the Federal Mediation and Conciliation Service from among those mediators at its nearest office, if possible. In the event mediation is requested by either party, both parties shall make every effort to seek settlement under the direction of the mediator within thirty (30) days of the first meeting with the mediator, or any additional period of time mutually agreed upon by the parties.

All costs incurred as a result of the use of the Federal Mediation and Conciliation Service shall be shared equally by the Union and the employer.

ARTICLE XV - DURATION

The effective date of this Agreement shall be the date the Agreement is ratified by the union and approved by the Board through June 30, 2012.

Sick Day Bank Extended Donation

OAPSE 689

I am donating _____ sick days to the sick day bank. I understand that this is beyond the one-day requirement to enroll in the sick day bank. I further understand that this donation reduces my total number of accumulated sick days by _____ days.

Employee Signature

Date

**OAPSE 689 Sick Day Bank
Extended Donation at Retirement**

I am submitting a retirement letter to the Akron Board of Education. I am donating _____ sick days to the sick day bank. I understand that this donation reduces my total number of accumulated sick days by _____ days and that this donation is deducted from my total accumulated sick days before severance is computed. Severance will be computed at 25 percent of my remaining days, plus additional payments for any perfect attendance years I complete.

Employee Signature

Date

AKRON PUBLIC SCHOOLS

Department of Human Resources

October 2005

TO: All Principals
FROM: Kathy Hooper, Coordinator
RE: Class Coverage by Educational Assistants

Using an educational assistant to cover a classroom when no substitute teacher is available is forbidden under ORC 3319.088. However, the duties of an educational assistant need not be performed in the physical presence of the teacher, but the activity of an educational assistant shall at times be under the direction of a teacher.

Educational assistants are to do the following when a teacher or substitute teacher has not reported to the classroom.

- Send a message to the office to alert the principal that there is no teacher in the classroom.
- Wait for a reply from the principal or designee.
- If the situation is not remedied within 45 minutes from the time the message was sent to the office, report it to Kathy Hooper, Coordinator, Support Staff. She will check with the sub office to access the situation and then call the principal.

Thank you for your cooperation in this matter.

Cc: C. Hathorn
Educational Assistants

Problems of Aggressive Behavior by Students

To try to prevent assaults, the employee should follow procedures to work with a special education student as outlined in the Individual Education Plans and the Crisis Prevention Intervention training guidelines.

If a verbal or physical assault occurs, the employee is to follow building procedures for reporting such incidents by students. If the employee is injured, he/she should complete the incident/accident report, secure the required signatures, and forward to the Benefits/Insurance Office.

If the student is referred to Student Services and a hearing is held, the Hearing Officer report may contain suggestions or recommendations to be followed in working with the student. These suggestions may be shared with the employee by the teacher and/or principal.

Employees can refer to the following documents as resources in dealing with students with aggressive behavior:

Code of Student Behavior

Security Procedure Manual—especially the Disciplinary Guidelines for Special Education students (pages 44-47).

Individual building procedures for reporting a verbal or physical assault

Board Policies:

2465 Suspension/Expulsion of Disabled Students

5610 Removal, Suspension, Expulsion and Permanent Exclusion of students

2260 Access to Equal Educational Opportunity

The Board Policies are available on APS Website at www.akronschools.com and they quick link to Board Policies.

Worksite Problem Solving Procedure

In an effort to resolve conflicts that may arise at the worksite, the employee is encouraged to resolve the problem through dialogue with those concerned. Should this fail to resolve the problem, then the employee may take the matter to the Building Principal or other immediate supervisor. Should the matter still be unresolved, then the matter may be taken to the Coordinator of Support Staff who may attempt to resolve the problem through a meeting or through a conflict resolution process. The employee shall be entitled to Union representation at the meeting with the Principal and/or Coordinator if they so desire.

Appendix F

October, 2005

TO: All Full-Time Educational Assistants

FROM: Kathy Hooper, Coordinator
Support Staff

RE: Absences Regarding Extended Time

The procedures for absences regarding extended time are as follows:

A full-time educational assistant who call off for personal illness for a day, will not be permitted to work an extended time job on that day. Persons who are absent for a medical appointment or for family illness may still work the extended time if they are able to come in.

Please contact your extended time supervisor on days you will be unable or not permitted to report.

Cc: Administrators

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MEMORANDUM OF UNDERSTANDING

between

OAPSE LOCAL 689 and the AKRON BOARD OF EDUCATION

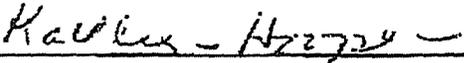
New Classification

Educational Assistant for Autism Spectrum Disorder (AU)

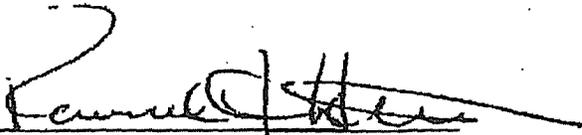
Whereas Akron Public Schools (Employer) and the Ohio Association of Public School Employees and its Local 689 (Union) have agreed to create the new classification of Teacher Assistant for Autism Spectrum Disorders (AU Assistant); and

Whereas Educational Assistants employed in ACHIEVE classes currently perform duties very similar to those that will be performed by AU Assistants;

Therefore, the Employer and the Union do hereby agree that those full-time assistants currently employed in ACHIEVE classes will have the first opportunity for permanent assignment to newly created AU Assistant positions.


Kathleen Hooper, Coordinator
Support Staff


Sheila Edwards, OAPSE President


Ron Habowski, Attorney for APS


Marc Beallor, Field Representative

MEMORANDUM OF UNDERSTANDING

between

OAPSE LOCAL 689 and the AKRON BOARD OF EDUCATION

New Classification

Intervention Specialist Assistant (ISA)

Whereas Akron Public Schools (Employer) and the Ohio Association of Public School Employees and its Local 689 (Union) have agreed to create the new classification of Intervention Specialist Assistant (ISA); and

Whereas the new ISA classification will replace the classifications of Developmentally Handicapped TA (DH); Hearing Handicapped TA; Integrated Pre-School Program (IPP), Multihandicapped TA (MH), Orthopedic Assistant; and Severe Behavior Handicapped TA (SBH); and

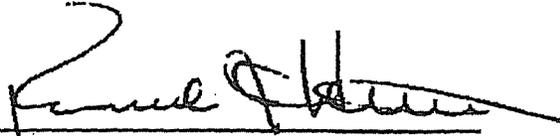
Whereas the new job description for ISA may include duties previously not in the job descriptions of the above mentioned replaced classifications;

Therefore, the Employer and the Union do hereby agree:

1. That employees currently in the above-mentioned classifications shall become Intervention Specialist Assistants (ISA's) at the start of the 2005-2006 school year and/or prior to the posting of any new ISA positions, whichever happens first.
2. That the Employer will provide a transitional in-service training for all ISA's prior to the first day of classes at the start of the 2005-2006 school year.


Kathleen Hooper, Coordinator
Support Staff


Sheila Edwards, OAPSE President


Ron Habowski, Attorney for APS


Marc Beallor, Field Representative

MEMORANDUM OF UNDERSTANDING

between

OAPSE LOCAL 689 and the AKRON BOARD OF EDUCATION

OAPSE Local 689 and Akron Public Schools do hereby agree to meet, upon the request of either party, on or after July 1, 2006, to review the adequacy of the Agreement between the parties insofar as it addresses the effects of building closures and/or openings. By mutual agreement, the parties may meet on this matter prior to July 1, 2006.



Kathleen Hooper, Coordinator
Support Staff



Sheila Edwards, OAPSE President



Ron Habowski, Attorney for APS



Marc Beallor, Field Representative

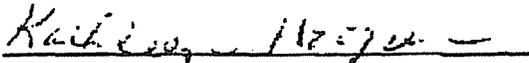
MEMORANDUM OF UNDERSTANDING

between

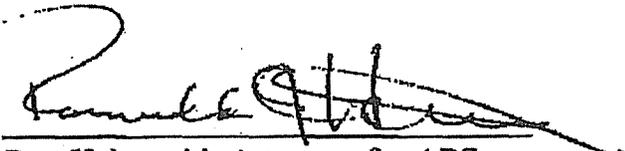
OAPSE LOCAL 689 and the AKRON BOARD OF EDUCATION

Moving Day

The parties agree that requests for justifiable absence days for moving a personal residence (one day per move) and for moving dependent children who attend an out-of-town university or college (one day per move). This will be limited to one move per calendar year. The MOU shall remain in effect until such time that the parties agree to amend or delete it


Kathleen Hooper, Coordinator
Support Staff


Sheila Edwards, OAPSE President


Ron Habowski, Attorney for APS


Marc Beallor, Field Representative

MEMORANDUM OF UNDERSTANDING

between the

OAPSE LOCAL 689

and the

Akron Board of Education

Pursuant to the August 3, 2007 Statement of Intent signed by the Board and all bargaining units, the parties agreed to reduce health care costs to the district by approximately \$1.5 million. The health benefits changes below apply to the PPO Plans. The changes are effective July 1, 2008.

MEDICAL			
IN NETWORK		OUT OF NETWORK	
Single	Family	Single	Family
\$150	\$300	\$300	\$600

PRESCRIPTION DRUGS	
Name Brand Co-Pay	Out-of-Pocket Maximum
\$15	\$900

Refer to Article IX in the Collective Bargaining Agreement for additional health care benefits information.

FOR THE UNION

FOR THE BOARD

Sheila Edwards
Sheila Edwards, President
OAPSE Local 689

Connie Hathorn
Connie Hathorn, Executive Director
Human Resources

Date: 3-3-08

Date: 2-28-08

MEMORANDUM OF UNDERSTANDING
between
OAPSE LOCAL 689 and the AKRON BOARD OF EDUCATION

New Classification - Part Time Bus Assistant (PTBA - JOB CODE 401)

Whereas, the Akron Board of Education (Employer) and the Ohio Association of Public School Employees, Local 689 (Union) have agreed to create a new classification of Part Time Bus Assistant to comply with SERB's decisions in Case No. 2008-REP-06-0103 and Case No. 08-ULP-10-0425; and

Whereas the new PTBA classification will combine the classifications of Substitute Educational Assistant Assigned to Transportation (Job Code 407) and Part-Time Bus Assistant, Job Code (411); and

Whereas the terms and conditions of employment contained in the current collective bargaining agreement (7/1/05 - 6/3/08 plus subsequent addendums) apply to those employees working in Job Codes other than Job Code 401 and who are regularly scheduled to work at least five (5) hours per day, five (5) days per week and thirty seven (37) or more weeks per school year; and

Whereas the PTBA classification will be a part time position, the parties agree that the terms and conditions contained in the current agreement will not apply to the PTBA classifications but the following terms and conditions will apply to the PTBA classification.

1. ARTICLE 1 - PURPOSE CURRENT CONTRACT LANGUAGE
2. ARTICLE 2 - RECOGNITION
The Akron Board of Education recognizes OAPSE Local 689 as the sole and exclusive bargaining agent for the part time bus assistants, Job Code 401, scheduled not more than twenty-four (24) hours per week during the school year.
3. ARTICLE 3 - MANAGEMENT RIGHTS CURRENT CONTRACT LANGUAGE
4. ARTICLE 4- DISCRIMINATION CURRENT CONTRACT LANGUAGE
5. ARTICLE 5 - PERSONNEL RECORDS CURRENT CONTRACT LANGUAGE
6. ARTICLE 6 - DEFINITIONS NOT APPLICABLE
7. ARTICLE 7 - CONFLICTING PROVISIONS CURRENT CONTRACT LANGUAGE
8. ARTICLE 8 - PERSONNEL POLICIES
§8.01(A) PTBA job description attached.
§8.01(B) If a part-time Bus Assistant, Job Code 401, is scheduled to work on a day of the week that a holiday falls (Board approved) they will

be paid for the holiday if they are in payroll status the last work day before the holiday and the first work day after the holiday. Payroll status means that if you are absent it must be for a reason for which you would qualify for payment. The part-time bus assistant must be in the assignment ten (10) continuous work days before the holiday.

8. ARTICLE 8 - PERSONNEL POLICIES (cont.)

- §8.01(C) Current Contract Language
- §8.01(D) Not Applicable
- §8.01(E) Current Contract Language
- §8.01(F) Not Applicable
- §8.01(G) Not Applicable
- §8.01(H) Not Applicable
- §8.02 Not Applicable
- §8.03 Not Applicable
- §8.04 Current Contract Language
- §8.05 Not Applicable
- §8.06 Current Contract Language
- §8.07 Not Applicable
- §8.08 Current Contract Language
- §8.09 Current Contract Language
- §8.10 Current Contract Language
- §8.11 Current Contract Language
- §8.12 Not Applicable, except for Absence For Death In The Family and Workers' Compensation language, at p.21. Current Contract Language
- §8.13 Not Applicable
- §8.14 Current Contract Language
- §8.15 Current Contract Language
- §8.16 Current Contract Language
- §8.17 Current Contract Language
- §8.18 Current Contract Language

9. ARTICLE 9 - FRINGE BENEFITS

§9.01 Current salary schedule shall remain in effect through July 1, 2012. All PTBA employed as of November 1, 2010 will receive a one-time lump sum payment equal to two (2.0%) percent of their regular compensation. (Regular hourly rate x regular number of hours, days and weeks scheduled per year in the 2010-2011 school year). For purposes of calculating the above two (2.0%) lump sum payment, all hours worked beyond a PTBA regularly scheduled work day, work week and/o work year shall be excluded. Payments for supplemental contracts, extended contracts, stipends and/or bonuses shall also be excluded from the calculation.

- §9.01(A) Not Applicable

- | | | |
|-------|---|------------------------------------|
| §9.02 | Current Contract Language | |
| §9.03 | Current Contract Language | |
| §9.04 | Current Contract Language | |
| §9.05 | Not Applicable | |
| §9.06 | Not Applicable | |
| 9. | ARTICLE 9 - FRINGE BENEFITS (cont.) | |
| §9.07 | Current Contract Language | |
| §9.08 | Not Applicable | |
| §9.09 | Current Contract Language | |
| §9.10 | Number of paid holidays to be discussed.* | |
| §9.11 | Current Contract Language | |
| §9.12 | Current Contract Language | |
| §9.13 | Not Applicable | |
| §9.14 | Not Applicable | |
| §9.15 | Current Contract Language | |
| §9.16 | Current Contract Language | |
| §9.17 | Current Contract Language | |
| 10. | ARTICLE 10 - NO STRIKES | CURRENT CONTRACT LANGUAGE |
| 11. | ARTICLE 11 - GRIEVANCE PROCEDURE | CURRENT CONTRACT LANGUAGE |
| 12. | ARTICLE 12 - NEGOTIATIONS | CURRENT CONTRACT LANGUAGE |
| 13. | ARTICLE 13 - RIGHTS OF THE UNION | CURRENT CONTRACT LANGUAGE |
| 14. | ARTICLE 14 - WAIVER | CURRENT CONTRACT LANGUAGE |
| 15. | ARTICLE 15 - DURATION | JULY 1, 2010 THROUGH JUNE 30, 2012 |

Kathleen Hooper, Coordinator
Support Staff

Sheila Dawkins-Flinn, President
OAPSE Local 689

Ronald J. Habowski,
Attorney for A.P.S.

Albert Jackson, Field Representative

Educational Assistant Salary Table Effective July 1, 2008

Job Code	0	1	2	3	4	5	6	7	8	9
402	10.0567	10.3659	10.8077	11.2052	11.5905	11.9562	12.3684	12.7955	13.2225	13.6493
403	10.7782	11.1022	11.4997	11.8973	12.2212	12.6977	13.1194	13.5387	13.9734	14.4003
410	14.8421	15.5342	16.2115	16.6385	17.0655	17.4778	17.9025			
412	10.0567	10.3659	10.8077	11.2052	11.5905	11.9562	12.3684	12.7955	13.2225	13.6493
413/409	10.7782	11.1022	11.4997	11.8973	12.2212	12.6977	13.1194	13.5387	13.9734	14.4003
414/406	11.6617	12.0003	12.3537	12.7807	13.1930	13.5246	13.9587	14.3936	14.8127	15.2396
415	12.1623	12.5599	12.9574	13.2814	13.6789	14.1059	14.5329	14.9599	15.3722	15.7991
534	14.8421	15.5342	16.2115	16.8741	17.5514	18.2140	18.6362			
481	15.8876	16.0201	16.2409	16.3735	16.5502	16.7121	17.1391	17.5661	17.9931	18.4200
490	10.8813	12.2212	13.4580	14.6949	15.8876	16.3150				
551	18.1993	19.1711	19.9220	20.5552	20.9822	21.3945	21.8215	22.2514		
754	16.8594	17.2864	17.7134	18.1404	18.5695					
794	17.2128	18.1109	18.8324	19.6423	20.4521	21.2914	21.7184	22.1307	22.5577	22.9846

16 years 10%
 20 years 11%
 24 years 12%
 27 years 13%
 30 years 14%

Assoc Degree 60¢
 Bachelor Degree 90¢

Longevity is not cumulative