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STATE EMPLOYMENT
COMMISSION BOARD

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AGREEMENT

BETWEEN THE

**TWINSBURG SUPPORT STAFF
ASSOCIATION**

AND THE

**TWINSBURG CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

**JANUARY 1, 2012,
THROUGH
JUNE 30, 2013**

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AGREEMENT

This Agreement, made and entered into by and between the Board of Education and the Twinsburg City Schools (hereinafter "Board") and the Twinsburg Support Staff/OEA/NEA (hereinafter "Association"), shall be effective on and after January 1, 2012, and shall expire at midnight (12:00 a.m.) on June 30, 2013.

ARTICLE 1. RECOGNITION

A. The Board of Education of the Twinsburg City Schools (hereinafter referred to as "Board") hereby recognizes the Twinsburg Support Staff/OEA/NEA (hereinafter referred to as "Association"), as the sole and exclusive bargaining representative for all regular employees in the following classification, unless specifically excluded below:

1. Custodian
2. Janitor
3. Groundskeeper
4. Assistant Groundskeeper and/or Maintenance
5. Maintenance
6. Bus Drivers
7. Manager Cook
8. Cook
9. Library Clerk
10. Assistant (Playground, Cafeteria)
11. Paraprofessional
12. Library Assistant
13. Mechanic
14. Secretary
15. Bus Attendant
16. Hall Monitor

17. Latchkey Assistant
18. Permanent Substitutes in Transportation
19. A.L.E. Monitor
20. Dispatcher

B. Employees in the following classifications are excluded from the bargaining unit:

1. Food Service Supervisor
2. Transportation Supervisor
3. Executive Secretary
4. Secretary to Associate Superintendent
5. Secretary to the Assistant Superintendent
6. Receptionist/Secretary to Curriculum Director
7. Secretary to Transportation Supervisor
8. Technology Secretary
9. Assistant Treasurer
10. Budget Officer
11. Accountant
12. Supervisor of Vehicle Maintenance
13. Supervisor of Maintenance and Custodial Plant Services
14. Accounting Clerk
15. Assistant to the Pupil Personnel Director
16. EMIS Coordinator
17. L.A.N. Support Specialist
18. P.C. Support Specialist

Any other employees in the School District not specified above are excluded from the bargaining unit. Classroom Assistants are subject to Article 16 (Layoff Procedure).

- C. This recognition shall remain in effect during the term of this Agreement subject to Ohio Revised Code (O.R.C.) 4117.
- D. A rival labor organization can obtain bargaining unit rights, or recognition can otherwise be withdrawn from the Association, only in accordance with O.R.C. 4117.
- E. If the Board or Administration decides to create a new classification to perform bargaining unit work, the Association shall be notified. If the Association requests a meeting within ten (10) days of the date on which the notice was sent, then, within two (2) weeks of the Association request, the Board or Administration shall meet and confer with the Association and attempt to reach agreement as to the wages, benefits, and conditions for the new classification. The Board may establish an initial rate for the new classification and fill the job.

ARTICLE 2. EMPLOYEE RIGHTS

- A. Members of the bargaining unit have the right to join, participate in, and assist the Association, and the right to refrain from such activities, and membership or lack of membership shall not be a prerequisite of employment.
- B. There shall be one (1) personnel file maintained at the Central Office. Employees shall be provided a copy of material placed in his/her personnel file within ten (10) days indicating "copy to personnel file" or "cc personnel file". The employee shall have the opportunity to reply in writing to the adverse material within twenty (20) days after receipt of a copy of such material, and the reply shall be placed in his/her file along with the adverse material. Employees shall be permitted to review their personnel file at such time that the Central Office is open and such review does not conflict with the employees' performance of their duties. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during the review. Any adverse material shall be reasonably investigated, and the results of such investigation shall be placed in the employee's file.
- C.
 - 1. No bargaining unit employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations or because of race, color, national origin, ancestry, religion, or marital status; and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or disability.
 - 2. Neither the Board nor the Association shall interfere with, restrain, coerce, or discriminate against employees because of the exercise of rights of membership or non-membership in the Association.

- D. The Board shall not employ any person under any secondary school or college work study program, or any State or Federally funded work program in any position, which would cause a replacement to directly or indirectly affect the rights of the Association or any employee in the bargaining unit.
- E. New employees shall serve a probationary period of one hundred eighty (180) calendar days, excluding summer, winter and spring breaks (if the employee is not scheduled to work during those times). During such time, a new employee shall have no seniority rights, and his/her discharge or layoff for any reason shall not be subject to the grievance procedure. Employees retained beyond the probationary period shall have their system seniority computed as of their date of hire.
- F. Association members shall be excused for one (1) hour to attend Association meetings (unpaid time with the advance approval of the Building Principal). Employees who are given approval to leave work to attend local Association meetings may make up the time missed.

ARTICLE 3. ASSOCIATION RIGHTS / BOARD RIGHTS

A. ASSOCIATION RIGHTS

The Association has the following rights in addition to the rights contained in any other portion of this Agreement.

1. a. **Building Access:**

The Association President/designee may visit schools and other work sites. Upon arrival, the Association President/designee shall notify the Building Principal or Supervisor of his/her presence in the building and the purpose of his/her visit. Visits to schools and other work sites must not interfere with duties assigned by the Board and Administration or with other school needs. The Building Principal or Supervisor may deny access to avoid such interference, provided he/she does not act arbitrarily and capriciously. An external Association representative who is not regularly assigned to the District must provide prior notice to the Building Principal or Supervisor in order to visit schools and other work sites while employees are working.

b. Use of School Facilities:

The Association and/or its representatives are entitled to use school buildings at reasonable hours, without cost, provided such use does not interfere with normal operation of the schools. The regular application procedure for use of buildings shall be followed. When additional costs, including special custodial services, are incurred, the Board shall charge the Association in accordance with applicable Board Policy.

2. a. Bulletin Boards:

The Association is entitled to use designated space on bulletin boards accessible to employees in each building for posting of Association materials.

b. (1) Use of Interschool Mail System:

The Association is permitted to use the Interschool Mail System.

(2) Use of Employee Mailboxes:

The Association is permitted to place materials into individual employees' mailboxes in school buildings.

(3) Use of School Equipment:

The Association may use duplicating equipment (and, with advance permission of the Administration, other equipment) located within the building for Association business, provided that such use does not conflict with school business. The Association may be billed for the actual cost of all materials used. To facilitate billing, the Association shall maintain and promptly submit to the Administration a record of materials (e.g., school paper) used. The Association may also use the District's e-mail system to communicate with its members provided such communications adhere to the District's Acceptable Use Policy, and the Association understands that said communications are not private.

(4) Association Leave:

The Association shall be granted a total of fifteen (15) days per year, with pay, for attendance at conventions, conferences, and/or other contract-related activities (e.g., Association representative(s) attending grievance meetings/hearings, including arbitration). Witnesses granted release time to attend an arbitration hearing

pursuant to Article 6.A.3.d. shall not be charged against Association Leave. Unless substitutes are available, no more than one (1) person in each classification can use this leave on the same day. This limitation does not apply to attendance at the OEA Summer Leadership Academy. Such leave shall be granted upon written application on the Professional Leave Form by the Association President made not less than three (3) days in advance to the Superintendent, except in situations where such notice is not possible.

B. BOARD RIGHTS

The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and the United States, including, but without limiting the right:

1. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy; such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. to direct, supervise, evaluate, or hire employees;
3. to maintain and improve the efficiency and effectiveness of governmental operations;
4. to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. to suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. to determine the adequacy of work force;
7. to determine the overall mission of the employer as a unit of government;
8. to effectively manage the work force;
9. to take actions to carry out the mission of the public employer as a governmental unit.

C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules and regulations, and practices in furtherance

thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the written terms of this Agreement.

ARTICLE 4. DUES DEDUCTIONS

- A.** The Board shall deduct, in accordance with the Association dues schedule provided by the Association Treasurer, dues from the wages of all employees who are Association members, and who have submitted authorization forms to the Board. Once initiated, dues deduction authorization shall be continuous, unless revoked by the employee according to the terms of this Agreement. Copies of all revocations shall be made available to the Association President upon his/her request.
- B.** The Association shall indemnify and hold the Board harmless from any and all claims or suits or any other action arising from the organizational security provisions contained herein.
- C.** Enrollment shall be limited to three (3) times yearly: October; February; and June.
- D.** Payroll deduction authorization shall be irrevocable, except that authorization may be withdrawn if submitted during a period of fifteen (15) days ending September 15 of each year. If dues deduction is not revoked during such period, it shall continue for the remainder of that membership year. Copies of all revocations shall be made available to the Association and Board Treasurers.
- E.** Any dues missed through payroll deductions shall be made up to the Association by the employee.
- F.** Dues shall be deducted from employee paychecks in nineteen (19) substantially equal installments beginning in October except that deductions for new employees shall begin with the first paycheck subject to deduction after paperwork is completed and shall be apportioned in substantially equal installments thereafter. Money deducted shall be sent, with a report of deductions, listing names and amounts deducted, to the Association Treasurer at least monthly.
- G.** An officer of the Association shall be required to notify the Board Treasurer in writing of the names of all the persons from whom deductions shall be made and the dollar amounts to be deducted no later than September 30th of each school year.

ARTICLE 5. NEGOTIATIONS PROCEDURE

A. SCOPE OF NEGOTIATIONS

The scope of representation shall be limited to matters relating to wages, fringe benefits, and working conditions that are the exclusive concern of those in the unit. The Board, however, may consult with the Association on any matter outside the scope of representation. Any agreement arrived at through consultation and reduced to writing and embodied in this Agreement, or any addendum to this Agreement, shall be binding on both the Board and the Association.

B. TEAMS

No more than seven (7) designated representatives of the Board will meet with no more than seven (7) representatives of the Association. All discussions shall take place exclusively between the Board's designated representatives and the Association's designated representatives. An OEA Consultant may serve as a member of the team upon the request of the Association. A Board member/designee may serve as a member of the Board's team.

C. EXCHANGE OF INFORMATION

Upon reasonable request, the Board or the Association shall provide each other with information regarding proposal items. Confidential employee files, records, and/or related material are not included. All requests for information shall be subject to the Privacy Act.

D. OPEN DISCUSSIONS

Upon request of either the Board or the Association to open discussions, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request, which shall be made no earlier than one hundred twenty (120) days or later than ninety (90) days prior to the expiration of the Contract. All Association and Board proposals for discussion shall be presented in writing at the first meeting. Following the initial submission of issues, only counterproposals may be submitted. All meetings shall be held at times and places mutually agreed to at the beginning of the prior meeting and shall not exceed two (2) hours unless mutually waived or agreed upon. All meetings shall be held in executive session.

E. PROGRESS REPORTS

During negotiations, interim reports may be made to the Association and the Board by their representatives.

F. NEWS RELEASES

News releases, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and the content of the release until impasse is reached.

G. THE AGREEMENT

When agreement is reached between the Board and the Association on all proposed items, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification within thirty (30) days. After ratification by the Association, the agreement shall be recommended to the Board within thirty (30) days. Upon approval, and after necessary action by the Board, the terms of the agreement shall be implemented.

H. RESOLVING DIFFERENCES

1. If agreement is not reached within thirty (30) days prior to the expiration of the Agreement, either party may request mediation. A mediator shall be obtained as soon as possible through the Federal Mediation and Conciliation Service (FMCS), in accordance with their rules and regulations. Costs that may be incurred in procuring and utilizing the service of FMCS shall be shared by the Board and the Association equally. The mediator shall be used as a means of bringing the two (2) parties to an agreement and shall have the following authority:
 - a. To call meetings, set times and duration of said meetings, and establish whatever ground rules he/she may deem necessary.
 - b. The mediator may make suggestions to resolve the disputes in question. Such suggestions may be verbal or in written form.
2. This procedure shall constitute a mutually agreed upon alternative dispute resolution procedure under O.R.C. Section 4117.14, and shall be exclusive. In the event mediation does not result in an agreement by the expiration date of this Negotiated Agreement, O.R.C. 4117 will apply.

I. DISTRIBUTION OF COPIES OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board and the Association shall have it printed or duplicated. All costs for printing and duplicating the Agreement will be shared equally between the Board and the Association. Copies of the Agreement will be sent via e-mail to each employee in the bargaining unit, and a hard copy will be provided to each employee who requests a copy, at no charge to him/her. At the time of employment, any employee who becomes a bargaining unit member shall also

be provided with an electronic copy of this Agreement via e-mail. Upon request, he/she will also be provided with a hard copy of the Agreement, at no charge to him/her. Any written changes in the Agreement, during the life of the Agreement and agreed to by the Board and the Association, shall be provided to each employee in the bargaining unit via e-mail. The Agreement shall also be available online via the District's shared drive.

ARTICLE 6. GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. A "grievance" shall be defined as an alleged violation, misinterpretation, or misapplication of a written provision of the Master Agreement between the Board and the Association.
2. A "grievant" shall be defined as an employee, or group of employees, in the bargaining unit, alleging a violation, misinterpretation, or misapplication of the Master Agreement. With respect to grievances involving disciplinary matters, "grievant" shall mean the employee who is the recipient of the disciplinary action that is the subject of the grievance. A grievance alleged by a group shall have arisen out of similar circumstances affecting each member of said group.
3.
 - a. A Board representative is any person designated by the Administration under terms of this Agreement to attempt to resolve the grievance.
 - b. An Association representative is any person designated by the Association to represent the interests of the aggrieved employee(s) and the Association under terms of this Agreement to attempt to resolve the grievance.
 - c. The grievant and the Association representative will be given release time to attend a grievance meeting/hearing that is conducted during the regularly scheduled employee day. The Association representative's release time will be charged against the Association Leave provided in Article 3.A.2.b.(4). Nothing herein shall require that the grievance meeting/hearing occur within the regularly scheduled employee day.
 - d. Either party may call witnesses – in addition to the grievant, Association representative and Board representative – at the arbitration hearing, provided notice of the names of the specific witnesses is given to the other party and the arbitrator at least two (2) work days prior to the hearing. The witnesses will be provided release time to attend the arbitration hearing if it is scheduled during the employee's regularly scheduled

employee day. If the Association anticipates calling multiple witnesses from the same job classification at an arbitration hearing, it must disclose this fact at least two weeks before the hearing so that adequate arrangements can be made to accommodate their release time, including scheduling additional day(s) for the hearing, if necessary. Nothing herein shall require that an arbitration hearing occur during the regularly scheduled employee day.

- e. All meetings shall be held in executive session.
4. All communications, including copies of such, shall be in writing with the date of receipt apparent on the communication.
 5. There shall be no more than one (1) representative for each classification or Department.
 6. No prejudice or reprisals will attend any party in interest by reason of the utilization or participation in the grievance procedure. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or recommendation for other employment; nor shall the grievant, Association witnesses or the Association representative be placed in jeopardy or be the subject of reprisal or discrimination for having utilized or participated in the grievance procedure.
 7. The filing, processing or pendency of any grievance shall not impede the normal management and operation of the schools.
 8. The Association will distribute the grievance forms as needed.
 9. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
 10. Grievances shall be adjudicated according to the terms of this procedure.
 11. Any employee filing a grievance who also files a complaint over the same matter with the Civil Service Commission shall waive the right to have such grievance processed beyond Level Three of the grievance procedure if the Municipal Civil Service Commission assumes jurisdiction over the matter. Any employee filing a legal action on a grievance issue shall also waive rights to have such grievance processed.

B. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended only by written agreement of the parties in interest.
2.
 - a. All grievances must be appealed to the next level within five (5) days of receipt of the disposition at the prior level. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level, unless agreed otherwise as per Section B1, above.
 - b. Except at the informal level, all appeals and dispositions shall be made in writing. Receipt of a "disposition" shall be assumed upon date of hand delivery of such "disposition" to the grievant, or the date of the postmark on the letter sent to the grievant.
3. If any grievance is not initiated at Level One within twenty (20) days after the grievant or affected employee, whichever is sooner, knew or reasonably should have known of the event or conditions upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the twenty (20) day time limit will be applied to the most recent occurrence.
4. "Days" shall be regular working days excluding Saturdays, Sundays and holidays.

C. PROCEDURE

1. Level One (Informal Discussion):
 - a. An employee with a grievance shall first discuss it with his/her Immediate Supervisor or Building Principal, either individually or with a representative, to try to prevent it from becoming a formal grievance. Unless stated to the Administrator at the initiation of the discussion that such discussion is an informal level grievance, or so stated when it had become one subsequent to the initiation of the discussion, it shall not be deemed as one for purposes of the informal level of the grievance procedure.
 - b. Class grievances shall be processed with an informal step and, if necessary, formally at Level Three.

2. Level Two (Formal):

- a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may within five (5) days, submit the grievance to Level Two.
- b. Within five (5) days after receipt of the grievance, the Building Principal or Immediate Supervisor shall convene a hearing. The Building Principal or immediate Supervisor/Administrator shall render a written decision within five (5) days from the close of the hearing to the grievant, with a copy to the Association.

3. Level Three (Formal):

- a. In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days of receipt of the disposition, appeal the grievance to Level Three.
- b. The Superintendent/designee will, within five (5) days, conduct a hearing concerning the grievance. Within five (5) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant, with a copy to the Association.

4. Level Four (Formal):

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request a hearing before the Board. The grievant's request for a hearing before the Board shall be made to the Superintendent within five (5) days of receipt of the disposition from Level Three. Unless it would violate R.C. 121.22 (Ohio's Sunshine Law), the hearing will take place in executive session at the next regular Board meeting that is scheduled to occur at least five (5) days after the Superintendent receives the grievant's request. If the Board determines that R.C. 121.22 requires the grievance to be heard in open session, the Board will provide its explanation for this determination to the Association. The Association may then decide whether to have the grievance heard by the Board at Level Four in public session or to move the grievance to Level Five without a hearing before the Board.

5. Level Five (Formal):

- a. If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant (through the Association) may demand a hearing before an arbitrator.
- b. The grievant's demand for arbitration shall be made within ten (10) days following receipt of the disposition of the grievance at Level Four. The grievant's demand for arbitration shall be made in writing to the

Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board (or its designated representative) and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

- c. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance, or several grievances involving a common question of interpretation or application.
- d. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association and the Board. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
- e. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her, or to submit observations or declarations of opinion that are directly essential in reaching the determination.
- f. The arbitrator shall in no way interfere with management prerogative involving Board discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
- g. The costs for the arbitration (i.e., AAA's processing/administrative fees, and the arbitrator's fees) shall be shared equally by the Board and the Association. The court reporter's fees shall be shared equally by the Board and the Association unless the parties mutually agree not to utilize a court reporter.

6. Expedited Arbitration

In the case of an employee being suspended without pay for a period of more than fifteen (15) work days, or in the case of a employee being terminated, the grievant employee, in consultation with the Association, may opt to waive the normal grievance procedure and instead file the grievance at the arbitration level, and proceed to expedited arbitration as set forth in this section.

- a. The case shall be heard and decided within sixty (60) days after its submission to AAA. If the case involves a suspension, the suspension will be held in abeyance pending the outcome of the expedited arbitration. If the case involves a termination, the grievant employee will be placed on an unpaid suspension during the pendency of the expedited arbitration.
- b. The Association or the Board may request a stenographic record of the proceedings with the cost to be paid by the party making such a request. If both parties request a stenographer, or if the arbitrator requests a stenographer, the cost will be shared equally by the Association and the Board.
- c. Post-hearing briefs may be submitted based on the schedule established by the arbitrator.

7. The Board and the Association may mutually agree to mediate a grievance prior to it being advanced to Level V (i.e., arbitration). If the parties elect to mediate a grievance, they shall use FMCS to identify a mediator. If there is a cost for the use of the mediator, the parties shall split the expense.

ARTICLE 7. LABOR / MANAGEMENT RELATIONS COMMITTEE

- A. In an effort to promote better communication between management and labor, the Board agrees to establish a Labor/Management Relations Committee consisting of representatives of both the Association and the Board. Its main function shall be to keep the staff of all Departments working at peak efficiency and to confer over staff concerns or problems in an effort to avoid grievances.
- B. The Committee may meet once per month, but shall meet at least four (4) times per year. The Committee shall be comprised of up to six (6) individuals from labor and up to six (6) individuals from management, and may also include the respective consultant of each.
- C. The Committee will be trained and operate under the supervision and rules of the Federal Mediation and Conciliation Service.

- D. The meetings shall be held from Monday through Friday, between 7:00 a.m. and 7:00 p.m., the exact meeting time, date, and approximate length shall be established by mutual agreement of the parties. When either party requests that a Committee meeting be held, such meeting shall be held within thirty (30) days of such requests, unless the parties agree to an extension.
- E. It shall be noted that the Labor/Management Relations Committee is not, and shall not be, used as a forum to discuss or resolve issues that have already been submitted as grievances. All grievances shall be processed through the grievance procedure and shall not appear on the agenda of the Committee.
- F. **APPROPRIATE ATTIRE**
Employees are expected to be dressed in professional attire that is appropriate for and consistent with their regularly assigned work environment. If either party has a concern regarding this topic, it may be raised at a Labor/Management Relations Committee meeting.

ARTICLE 8. WORK SCHEDULE

A. WORK WEEK/WORK YEAR

The workweek shall normally consist of five (5) consecutive days (e.g., Monday through Friday, or Tuesday through Saturday).

- B. During non-emergency conditions, those employees who occasionally may be requested to adjust their work hours shall receive one (1) week advance notice of any changes.

- C. The length of the workday shall be normally established for each position or classification as follows:

- 1. Custodians: Eight (8) Hours per Day

- 2. Janitors:

- a. Eight (8) Hours per Day

- b. Five (5) Hours per Night, Students' Calendar, less Two (2) In-service Days.

Seven (7) Hours per Day all other workdays, including Two (2) In-service Days.

- c. The parties agree that custodians/janitors may occasionally be scheduled to an evening shift to accommodate a night activity. In the event a night activity is scheduled on a weekday that is not a student school day, one custodian/janitor shall work a shift not less than the normally worked hours that shall encompass the hours of the activity. The adjusted schedule shall be filled first by a custodial volunteer. If there is no volunteer, the least senior custodian/janitor in the building shall be assigned.
- 3. Manager/Cooks: Six (6) Hours per Day
- 4. Cooks: Five (5) Hours per Day
- 5. a. Bus Drivers:

A minimum of Four (4) Hours per Day. Each shift of two (2) hours shall include fifteen (15) minutes warm-up time, provided the employee arrives at work (clocks in) fifteen (15) minutes prior to departing on his/her route. Six (6) Hours per Day for drivers having noon runs five (5) days per week.
- b. Permanent Substitutes: Four (4) Hours per Day unless substituting for an absent employee.
- 6. Mechanic:
 - a. Eight (8) Hours per Day
 - b. One flexible hour mechanic/bus driver whose regular combined hours are not to exceed forty (40) hours per week. The rate of pay for work in the bus driver classification shall be paid at the driver rate, and work in the mechanic classification shall be paid at the mechanic rate.
- 7. Maintenance/Groundskeeper: Eight (8) Hours per Day
- 8. High School/Middle School Library Assistant: Seven and One-Half (7 ½) Hours per Day
- 9. High School Library Clerk: Seven and One-Half (7 ½) Hours per Day
- 10. Elementary Library Assistants: Six and One-Half (6 ½) Hours per Day
- 11. Lunchroom and Playground Assistants: Two to Three (2-3) Hours per day as scheduled.
- 12. Paraprofessionals: Seven (7) Hours per Day as scheduled.

- 13. Secretary: Seven and One-Half (7 ½) Hours per
- 14. Day Hall Monitor:
 - a. Seven and One-Half (7 ½) Hours per Day
 - b. Four (4) Hours per Day
- 15. Assistant Groundskeeper and/or Maintenance: Eight (8) Hours per Day
- 16. Latchkey Assistants: Five to Six (5-6) Hours per Day as scheduled.
- 17. Bus Attendant: A minimum of Four (4) Hours per Day as scheduled except a bus driver with a two (2) hour mid-day bus attendant position.
- 18. A.L.E. Monitor: Seven (7) Hours per Day

The length of the workday for classifications normally scheduled for less than eight (8) hours represents a minimum number of hours and may be changed at the Board's discretion so long as any such change does not result in any such employee(s) being regularly scheduled to work less than the minimum hours specified in Sections C1-C18, above, and any such change shall not exceed eight (8) hours per day. This language is not intended to, nor shall this language be construed to, affect the language contained in Article 16 (Layoff Procedure).

D. The work year shall normally consist of the following:

- 9 Months)
- 10 1/2 Months) See Wage Schedules
- 11 Months)
- 12 Months)

- E.**
- 1. The Board reserves the right to establish part-time positions of cook(s) and/or secretaries when in the judgment of the Administration the workload in those classifications regularly exceeds the personnel available but does not necessitate the employment of another full-time employee in the classification. There shall be no more than one (1) part-time cook or secretary per building, unless there is a demonstrated need for intensive use of personnel during a peak time of day in a given area during the teacher calendar.
 - 2. Part-time positions will be paid based on the appropriate step of the Cook and Secretary Schedules.
 - 3. Step advancement will be based on one hundred twenty (120) days worked during a school year. (Note: Part time seniority addressed in Article 16.)

- F. 1. On NEOEA Day and two designated non-student work days each year, any Food Service employee or Playground Assistant may elect at his/her option to take one or more of these days off without pay by providing timely notice to his/her supervisor.
2. The Association President and Superintendent's designee shall mutually decide by May 30 each year the two non-student work dates for the following school year.

G. In addition to those employees designated as paraprofessionals, the Superintendent or designee may designate that certain classroom assistants will have Multiple Handicapped assignments or Hearing Impaired assignments as outlined below:

H. **MULTI-DISABILITIES (MD) DESIGNATION:**

1. Paraprofessionals who are designated to work part or all of the day with students with multiple disabilities shall be paid an additional stipend of fifty cents (\$0.50) per hour for all hours worked in the MD assignment.
2. When a need exists to internally assign an employee who is currently not in an MD designated assignment to an MD designated assignment, a notice seeking volunteers shall be posted for qualified, interested assistants to sign. If the Superintendent or designee does not select from the sign-up/applicant list, the Superintendent or designee may reassign the least senior paraprofessional. If no paraprofessionals apply, the Superintendent or designee may reassign one of the four least senior paraprofessionals. If after following the above procedure no paraprofessional has been selected, the vacancy shall be posted to the entire bargaining unit in accordance with Article 17 herein.
3. In the event no paraprofessional is capable of performing a task that is required by a student's disability, the Board may implement the RIF procedure and hire a paraprofessional capable of performing the required task.

I. **HEARING IMPAIRED DESIGNATION**

Paraprofessionals who work part or all of the day providing sign language services to a student with a hearing impairment shall be paid an additional stipend of fifty cents (\$0.50) per hours worked as the interpreter.

J. **FLEXIBILITY**

Paraprofessionals with either the MD designation or the hearing impaired designation may be utilized in regular paraprofessional capacities on days when they are not needed to assist students with multiple disabilities or hearing impairments.

ARTICLE 9. OVERTIME AND BUILDING CHECKS

- A. 1. All authorized hours worked over forty (40) shall be compensated at time-and-a-half (1 1/2). All authorized hours worked on a Sunday, or on a contractual holiday, shall be compensated at double time if, and only if, such hours are in excess of an employee's regularly scheduled workweek. It is agreed that Sunday shall not be a regularly scheduled workday.
2. All approved paid hours, with the exception of Personal Business Leave and paid vacation, shall be used in computing overtime pay. Overtime shall be computed on a weekly basis.
3. Overtime and extra duty work assignments shall be equitably distributed among the affected employees on a rotational basis, beginning with the most senior employee, at the first opportunity of each school year. The affected employees shall be determined by classification and/or building assignment. The following types of overtime and extra duty assignments shall be employed:
- a. Ordinary:
- Overtime extra duty work shall be assigned by mutual agreement between the employee and the Immediate Supervisor.
- b. Emergency:
- The Board designee may assign overtime to employees in the unit when an emergency exists.
- B. Employees shall be paid for building checks as required and determined by the Board/ designee on weekends and holidays at a minimum of two (2) hours times the appropriate rate of pay.
- C. When an employee is required to attend a meeting called by management outside of his/her regularly scheduled working hours, the employee shall be paid for time actually spent at the meeting; and such time shall count for purposes of determining whether the employee has worked more than forty (40) hours in the workweek.

ARTICLE 10. MINIMUM CALL-IN TIME

- A. Once having completed the regularly scheduled workday, any employee called back to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement.

- B. Such minimum call-in time shall include work on Saturday and/or Sunday for all employees, excepting those employees whose normal workdays include Saturday.

ARTICLE 11. SHIFT DIFFERENTIAL

Any bargaining unit employee regularly scheduled to work twenty (20) or more hours per week whose shift normally commences between 12:00 noon and 12:00 midnight on second or third shift shall be paid a shift-differential premium of Twenty-Five Cents (\$0.25) per hour above the regular rate of pay for all approved hours worked.

ARTICLE 12. CALAMITY DAYS

- A. All employees shall be paid their regular daily rates of pay for time lost when schools are closed due to an epidemic or other public calamity. In addition to their regular rates of pay, employees required to work on such calamity days shall be paid for the time worked at their regular rates of pay.
- B. Calamity days for the purpose of first and second shift work will begin the morning of school cancellation. Third shift calamity day(s) shall be scheduled by the Superintendent/designee.
- C. Nine (9) and ten (10) month employees may be required to work make-up days in excess of State approved/allowed calamity days without additional compensation.

ARTICLE 13. HOLIDAYS AND VACATIONS

A. HOLIDAYS

<p>1. <u>11 to 12 Month Employees:</u></p> <p>New Year's Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving</p>	<p><u>9, 10, 10 1/2 Month Employees:</u></p> <p>New Year's Day Martin Luther King Day Presidents' Day Memorial Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day</p>
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Christmas Day

Day of Good Friday

Day of Good Friday

2. Any change in the approved School Calendar resulting in an extension of the employee's work year shall entitle the employee to be paid for any recognized paid holiday occurring during extended service. Any employee must be in pay status the scheduled day before and the scheduled day after the holiday. For purposes of Article 13, "pay status" means: in attendance; on approved Sick Leave; on approved vacation; on approved Assault Leave; and/or on approved Personal Business Leave.
3. When any of the observed holidays falls on a Saturday, it shall be observed on the preceding Friday; when any of the observed holidays falls on a Sunday, it shall be observed on the Monday thereafter, unless otherwise mutually agreed by the Association and the Board.

B. VACATIONS

1. Only 11-month and 12-month employees are eligible for vacation periods. The amount of vacation to which these employees are entitled is as follows:
 - a. 0-7 years of service 0.8333 days/month or 10 days/yr
 - b. 8-15 years 1.25 days/month or 15 days/year
 - c. 16 or more years of service 1.6666 days/month or 20 days/year

Anniversary date of employment shall be used to determine vacation eligibility.

2. All vacation earned by the above employees as of December 31 of a calendar year must be taken during the following calendar year. Carry-over of vacation to a subsequent calendar year is not permitted without the express written approval of the Superintendent.
3. With the exception of employees during their first year of service, employees may use vacation time as it is earned and accrued. While new employees who successfully complete their probationary period will earn/accrue vacation back to the start of their employment, they may only use it after they have completed their first year of employment.
4. Employees shall be permitted to take one (1) week of eligible vacation during the time school is in session. To do so, the employee must receive approval of the Building Principal and Associate Superintendent three (3) weeks in advance of the requested vacation leave.

5. All requests for summer vacations must be submitted before May 1 of the year in which the vacation is intended.
6. Employees may not take vacation in the week prior to the opening of school or during the first week of school in the fall.
7. Employees entitled to three (3) or more weeks of vacation may receive one (1) week's pay per year in lieu of one (1) week's vacation per year. The option to receive the above pay is not cumulative, nor can the option be averaged over an employee's total years of service.

ARTICLE 14. MISCELLANEOUS COMPENSATION

A. MILEAGE

1. Mileage is paid at the maximum allowed by the Internal Revenue Service, in performance of authorized Board business.
2. Distance between buildings must be determined and promulgated.
3. Dates and destination must be recorded on approved forms.

B. RATE OF PAY: EMPLOYEE SUBSTITUTE

Bargaining unit employees who are employed as regular employees in one (1) classification, job title, or Department, but who also work as substitute employees in another classification, job title, or Department, shall be paid at the starting rate of the regular schedule for the job in which they are working as substitutes and not the substitute rate.

- C. If an employee is subpoenaed or requested by the Court to appear as a witness during school vacation(s) in a legal action related to school business and on behalf of the Board, the employee shall be paid for the time required for the appearance in Court, not to exceed eight (8) hours pay.
- D. Bargaining unit employees shall be reimbursed for all Board determined expenses incurred for continuing education, training, and/or licenses required to maintain their current positions of employment with the Board.
- E. A current Cook subbing as the Cafeteria Manager shall be paid at the starting rate of Manager/Cook or at his/her regular rate, whichever is greater. In addition, he/she will also receive a Seven Dollar and Fifty Cents (\$7.50) per day stipend.

ARTICLE 15. LEAVES

A. SICK LEAVE

1. Each person employed by the Board shall accrue fifteen (15) days Sick Leave with pay for each year of service, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
2. Sick Leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. "Immediate family" shall be defined as husband, wife, children, father, mother, brother, sister, grandparents, current father-in-law, current mother-in-law, current sister-in-law, current brother-in-law, grandchild, or any person residing in the bargaining unit member's home for whom the employee has assumed a reasonable responsibility for care. Additions to this list may be approved by the Superintendent. Unused Sick Leave shall be accumulative for the period of time that an employee works for the Board. Sick Leave accrual shall be unlimited. Sick Leave compensation shall be based upon an employee's regularly assigned hours (i.e., it does not include any special or overtime assignments, including bus drivers' field trips).
3. Any accumulated Sick Leave of a person separated from any other public service shall be transferable.
4. If Sick Leave is taken and medical attention was required, the Board may request a signed statement to justify the use of Sick Leave on forms prescribed for such purpose. Sick Leave shall be chargeable in half-day (1/2) increments, with the exception of Bus Drivers with regularly scheduled midday routes/runs for whom Sick Leave shall be chargeable in one-third (1/3) day increments.
5. If an employee exhausts his/her accrued sick leave, the Board will advance to him/her up to a maximum of five (5) days of sick leave, or the amount he/she can earn prior to the end of the current school year, whichever is less. If the employee leaves the employment of the Board prior to repaying the advanced sick leave, the outstanding balance will be deducted from any final payments due to the employee by the Board.
6. **Attendance Incentive**

A bargaining unit member who does not use sick leave or personal leave during the regular contract year shall be allowed to cash in two (2) sick leave days for pay at seventy-five percent (75%) of his/her per diem rate of pay. Attendance at

the funeral of a spouse, parent, sibling, child, grandparent or grandchild shall not be considered the use of sick or personal leave for purposes of this provision. Eligible bargaining unit members must notify the Human Resource Coordinator by July 15, if they want to cash in the two sick leave days. The payment will be made in the first pay of August.

6. **Sick Leave Transfer:**

- a. When a bargaining unit member has exhausted all of his/her accumulated sick leave, and the member needs additional days due to his/her own serious health condition or the serious health condition of an immediate family member (as those terms are defined by the FMLA), then he/she may request that the additional days be transferred from other bargaining unit members with accumulated sick leave.
- b. Upon receiving such a request, the Board shall distribute a notice (Appendix F) to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member shall submit the lower half of form Appendix F to the Board Treasurer. Upon receipt of the signed form authorizing the transfer of days, the Board Treasurer shall transfer the days.
- c. Any employee transferring sick leave days shall not be permitted to transfer more than forty (40) hours per year, nor be permitted to deplete his/her own sick leave accumulation below thirty (30) days. The recipient may receive a maximum of ninety (90) days.

B. PERSONAL BUSINESS LEAVE

1. During each school year, each regular non-teaching employee shall be entitled up to the equivalent of three (3) days of Personal Business Leave. Personal Business Leave shall not be charged against earned Sick Leave. Personal Business Leave compensation shall be based upon an employee's regularly assigned hours (i.e., it does not include any special or overtime assignments, including bus drivers' field trips).
2. As far in advance as possible of the date of his/her intended Personal Business Leave date, but in no event later than three (3) days prior to the intended leave, the employee shall submit the Personal Business Leave Form and shall indicate on the form the date of and reason for the planned leave day.
3. Personal Business Leave days are not cumulative from school year to school year. On July 31 of each year, any unused Personal Business Leave days shall be

- converted to Sick Leave and added to the employee's accumulated sick leave total.
4. Personal Business Leave shall only be taken for one of the reasons listed below and employees are required to identify the intended use. Falsification of a Personal Leave Request Form shall be grounds for disciplinary action and for nonpayment of the day(s).
 - a. To appear in Court either as a litigant or witness;
 - b. To sign official papers dealing with a major transaction;
 - c. For graduation of employee's husband, wife, children, (stepchildren);
 - d. To attend graduation ceremonies of other members of the immediate family;
 - e. To attend a marriage ceremony in the immediate family;
 - f. To adopt a child when employee is required to appear before a Welfare Board or Court;
 - g. To attend to personal business that cannot be handled during non-working hours gives the Superintendent the right to ask the employee the nature of the business;
 - h. For the practice of individual religious preferences. In addition, employees may take days without pay to fulfill these obligations.
 5. Personal Business Leave may not be used:
 - a. To attend to matters that may be handled during nonworking hours;
 - b. To pursue outside financial gain or employment.
 6. Personal Business Leave shall not be granted:
 - a. During first or last week of regularly scheduled classes for students;
 - b. Preceding or following any regularly scheduled school holiday or vacation period or any school recess;
 - c. Preceding or following all or part of the employee's regularly scheduled vacation period;
 - d. During Parent/Teacher Conference day(s) and school building Open House;

- e. During in-service days for classified employees.
- 7. Exception to any rules and conditions above can be taken when the employee demonstrates to the satisfaction of the Superintendent that an emergency or other unforeseeable circumstance exists and a personal business day is urgently needed.
- 8. Personal Business Leave shall be used in increments of one (1) full day or one-half (1/2) day, subject to approval or disapproval by the Superintendent or designee. Personal Business Leave shall be used in increments of one-third (1/3) day for Bus Drivers with regularly scheduled mid-day routes/runs.

C. UNPAID LEAVE OF ABSENCE

Any bargaining unit employee on an approved Unpaid Leave of Absence may, entirely at his/her own expense, continue to maintain coverage under the School District's health insurance plans by paying the full monthly premium to the Board Treasurer not later than the date on which the Board Treasurer sends the monthly premium to the insurance carrier. The employee's payment must be received by the Board Treasurer by the above deadline.

The employee shall be considered on unpaid leave for purposes of this Section if the employee is on unpaid-leave status on the first scheduled workday of the month.

D. ASSAULT LEAVE

- 1. The Board will provide up to a maximum of thirty (30) working days Assault Leave, wherein an employee who is absent due to physical disability resulting from a physical assault by a person(s) that occurs in the course of any employee's Board employment, and will maintain the employee on full pay status during the period of such absence under the following provisions:
 - a. The incident, resulting in the absence of the employee, must have occurred during the course of employment with the Board;
 - b. The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify use of Assault Leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties. The statement must be filed with the Superintendent within five (5) working days of the alleged assault unless the employee is incapacitated – then as soon as possible;
 - c. If medical attention is required, the employee must furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before Assault Leave can be approved for payment.

The Board may require a second medical opinion to substantiate the employee's physical inability to work;

- d. An employee receiving Assault Leave must agree to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker, and is also encouraged to file charges with the appropriate authorities. If court action results, said employee shall be granted leave of his/her professional duties, and no deductions will be made from his/her sick leave.
 - e. Payment of Assault Leave shall not be made until all paperwork required and requested has been submitted;
 - f. Employees shall not accrue Assault Leave from year to year;
 - g. Payment for Assault Leave shall be at the assaulted employee's rate of pay in effect at the time of the assault and based upon the employee's regularly assigned hours (i.e., it does not include any special or overtime assignments, including bus drivers' field trips);
 - h. Falsification of statement or fraud for securing Assault Leave is grounds for suspension or termination.
- 2. Assault Leave granted under these regulations should not be charged under Sick Leave earned or earnable under O.R.C. Section 3319.141.
 - 3. If the employee is disabled by the assault for longer than thirty (30) working days, the Superintendent may approve an extension of Assault Leave and may require a second medical opinion to substantiate such leave extension, unless the Board, at its discretion, wishes to extend such leave.
 - 4. If, during the thirty (30) day time period covered by this provision, an employee's absence resulting from the assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said employee with the same income he/she received at the time of his/her assault. The employee shall be encouraged to pursue litigation against the person(s) perpetrating the assault.
 - 5. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

E. FAMILY AND MEDICAL LEAVE ACT

The parties incorporate by reference the mandatory provisions of the Family and Medical Leave Act (FMLA). FMLA entitlements shall be used concurrently with existing leave

entitlements. Seniority shall accumulate during a FMLA Leave and existing life insurance shall be maintained.

F. UNEXCUSED ABSENCES

1. Employee attendance as scheduled is essential to the operation of the School District. Unexcused absences, abuse of leaves, or falsification of a Sick Leave request or any other leaves shall be grounds for disciplinary action up to and including employment termination.
2. "Unexcused absences" will be defined as:
 - a. when Sick Leave is exhausted and the employee fails to provide medical verification that the absence is a result of an illness, injury, impairment, or physical or mental condition that meets the medical criteria provided for in the Family Medical Leave Act (FMLA);
 - b. when Personal Leave is not filed for and approved according to current contract language;
 - c. when any other leave is requested and does not receive prior approval according to current contract language.
3. Unexcused absence will not apply in an emergency situation.

G. NEOEA DAY

Employees have the option of working or attending a workshop on NEOEA Day. The workshop shall be approved in advance by the Superintendent/designee. The employee will receive his/her regular hourly rate of pay for time spent at the workshop.

H. MILITARY LEAVE

Applicable law shall govern military leave.

ARTICLE 16. LAYOFF PROCEDURE

- A. In the event it is determined by the Board that a reduction of staff is required for any reason, including but not limited to financial reasons, employees will be reduced (i.e., their contract may be suspended in whole or in part) according to the following procedures:

1. Employee(s) will be reduced by classification according to their classification seniority, such that the least senior employee in a given classification will be the first to be reduced.
2. Employee(s) reduced according to Paragraph A.1, above, shall "bump" into any former classification held by the employee, so long as that employee has more District seniority than the employee(s) in the former classification.
3. For purposes of Article 16, "classification" means those classifications enumerated in Article 1.A, herein.
4. When an employee bumps into a previously held position, he/she shall be given experience credit for the year(s) spent in the new job when being placed on the salary schedule in the previously held position (e.g., if the employee was at step 3 in position A, then moved to position B where he/she worked for two years, and then was bumped back to position A, the employee will be credited with a total of five years and placed on Step 6 of the salary schedule in position A).
5. Any probationary employee reduced in classification, or laid off, shall retain recall rights for a period of twenty-seven (27) months to his/her original position, during which time the appointing authority shall not hire, nor promote anyone, to the classification series of reduction or layoff until all reduced or laid-off employees are offered reinstatement as outlined in Paragraph A.6, below. All other employees who are reduced in classification, or laid off, shall retain their recall rights until they are reinstated or their recall rights are terminated as described below. Laid-off or reduced employees shall have the first opportunity for all vacant equal or lower-rated jobs in their respective classification. If an employee is subject to layoff, the employee shall have the option of accepting the layoff or being reduced in classification.
6.
 - a. The laid-off employee shall provide the Board Treasurer with his/her current mailing address, telephone number, and any other pertinent information. In the event of recall, the employee being recalled shall be notified by registered mail to the employee's last known address, according to Central Office records, as to the date of his/her expected return to work. If notice of recall is returned unclaimed or with any indication that it is not the last known address of the employee or not the current address of the employee, then the notice of recall so returned shall be treated as received and as a failure to respond to the offer of reinstatement.
 - b. Each employee recalled shall be given five (5) calendar days' notice from the date the letter was received to respond to a registered reinstatement

letter (i.e., to accept the offer of reinstatement). Failure to respond (to the Assistant Superintendent) to an offer of reinstatement shall terminate an employee's seniority and recall rights. Copies of recall notices will be sent to the Association President for informational purposes only.

- c. Employees who have completed their probationary period whose contract has been suspended under this Section shall not lose the right to restoration of employment by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the District.
7. Employees will only be able to bump into an equal or lower-rated position if they are qualified and able to perform the duties of that position.
8. An employee whose contract is suspended in part (i.e., who is required to work a percentage of the time the employee is otherwise required to work under the contract) shall receive a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

B. SENIORITY

1. "District seniority" will accrue to employees and is defined as the employee's continuous fulltime service with the Board from the most recent date of hire.
2. "Classification seniority" is defined as the employee's continuous fulltime service in the employee's most recent classification.
3. "Full-time service" is defined as the minimum hours of the workday for each classification specified in Article 8, Section C herein.
4. Continuous service is established as the most recent date of hire as reflected in official Board minutes. An employee shall not accumulate seniority during the probationary period; however, upon completion of the probationary period, the continuous seniority shall be from the employee's most recent date of hire.
5. When employees have the same hire date, seniority shall be determined by the earliest date of application for employment and, if the same, then by a flip of the coin.
6. Seniority shall accrue during any approved leave of absence of one (1) year or less.

C. Seniority shall be terminated upon:

1. Discharge;
2. Quit;
3. Failure to report within ten (10) days after termination of a leave of absence;
4. Failure to report to work within ten (10) days after receipt of mailing of notification of recall by certified mail to the last known address;
5. For probationary employees, layoff for a period of twenty-seven (27) consecutive months.

ARTICLE 17. PROMOTIONS

- A. When a bargaining unit position becomes vacant due to resignation, retirement, death, creation of a new position or termination (after all appeals have been concluded), and the Board decides to fill it with a permanent employee, the vacancy shall be posted within five (5) workdays of the Board deciding to fill it, or within five (5) days of a substitute being placed in the position, whichever is earlier. Notice of all bargaining unit job vacancies shall be posted in a prominent location at each School District job site. The job vacancy notice shall remain posted for a period of ten (10) working days, during which time employees may apply for the vacancy. The Board will complete the hiring process within forty (40) work days of the close of the posting. A copy of the posting notice shall be mailed to any employee on layoff or leave of absence for the entire posting period. The notice shall include the job title, the number of scheduled hours/day and days/year, the salary range, and the deadline for applications to be submitted. Nothing in this provision shall require the Board to fill a vacant position.
- B.
1. Any employee who is promoted from a low-rated to a higher-rated classification within a Department shall be placed on the same step level of the new classification (e.g., Cook to Cook Manager).
 2. Any employee who is transferred from a low-rated to a higher-rated classification outside his/her Department shall be placed on that step of the Wage Schedule resulting in minimum wage increase (e.g., Aide to Bus Driver).
 3. Any employee who is transferred from a higher-rated to a lower-rated classification inside or outside his/her Department shall be placed on that step of the Wage Schedule resulting in a minimum wage adjustment, unless the employee

is demoted for cause, in which case the employee may be placed in the same step level of the new classification.

4. The Step 15 pay rate for all classifications will be the determining factor for deciding higher or lower classification.

E.g.,	Mechanic	Bus Drivers
	STEP 15 \$15.00	STEP 15 \$14.42

Mechanic is the higher rate classification.

- C. Subject to Section D, below, all employees regardless of current classified position in the bargaining unit shall be considered for transfers or promotions. Such factors as attendance, evaluations, work history, skills, certification or licenses, and other qualification shall be considered by the Board. The best qualified candidate shall be selected.
- D. No employee shall be permitted to bid on any combination(s) of vacancies in positions covered by this Agreement when such combination(s) result in the employee being regularly scheduled to work a combined total of more than eight (8) hours per day without Superintendent/designee approval.

ARTICLE 18. BUS WASHING

- A. Bus washing shall be scheduled by the Transportation Supervisor/designee, on an as needed basis.
- B. Each driver shall be paid for one (1) required bus washing per month (except June, July and August) at the bus driver's regular hourly rate. Payments shall not exceed a maximum of one (1) hour per washing.
- C. At the August Drivers Meeting, drivers who do not want to wash their bus during the upcoming school year need to provide written notice to the Transportation Supervisor. Likewise, drivers who are willing to wash other drivers' buses need to submit written notification to the Transportation Supervisor. The Transportation Supervisor will post conspicuously the list of drivers who do not want to wash their buses and the list of drivers willing to wash other drivers' buses. The Transportation Supervisor will then assign on a rotating basis the available buses to the drivers who expressed a willingness to wash extra buses. The employee doing the washing shall be paid at the bus driver's regular hourly rate. Payments shall not exceed a maximum of one (1) hour per washing.

- D. Additional bus washings may be required as requested by the Transportation Supervisor. Pay for the additional washings requested will be at the bus driver's regular hourly rate. Payments shall not exceed a maximum of one (1) hour per washing.

ARTICLE 19. PHYSICAL EXAMINATIONS

School Bus Drivers shall be paid a flat stipend for their time associated with receiving their annual physicals, provided the physicals occur during the summer months of June, July, or August. Compensation in the amount of Thirty-Five Dollar (\$35.00) shall be paid for the day the physical is taken prior to school opening, provided the employee passes the physical and is employed. For drivers who receive health insurance through the Board's program, the cost of the physical, if performed by an in network physician, is covered per the Stark County Plan. If the Plan changes, the Board will reimburse the employees for any out-of-pocket costs associated with physicals performed by an in-network physician. For drivers who receive health insurance through the Board's program but elect to have the physical completed by a physician outside the network, the employee will be responsible for the cost of the physical as detailed in the Stark County Plan. If a driver does not receive health insurance through the Board's program, the Board will pay for his/her annual physical provided it occurs through U.H. or a Board-designated facility.

ARTICLE 20. BUS ROUTES

- A. The Administration will designate a maximum of four (4) routes as premium routes. Drivers selecting a premium route will be compensated with an additional Forty Cents (\$0.40) per hour.
- B. The Transportation Supervisor shall post all regular bus routes according to bus number, capacity, times and routing description and all "variable route" assignments no later than ten (10) days prior to the earliest school opening for any school served by the Twinsburg City Schools' Transportation Department, in the Transportation Supervisor's Office, for all Bus Drivers to view.
- C.
 - 1. Drivers should notify the Transportation Supervisor of the route of their choice in writing, listing in order of priority at least three (3) routes; and selection of routes shall be on a seniority basis. All route selections must be completed five (5) days prior to the earliest opening for any school served by the Twinsburg City Schools' Transportation Department. The Transportation Supervisor shall assign a route to any driver who does not choose a route.

2. To facilitate orderly completion of the selection process, at the option of the Administration, a selection meeting may be held and/or employees may be required to submit written route selection preferences, listing in order of preference at least three (3) routes. The meeting and/or deadline for submitted written preferences may be set at least five (5) days before the earliest opening for any school served by the Twinsburg City Schools' Transportation Department, and employees who fail to meet the deadline may be deemed to have waived their seniority rights. Once made, route selections cannot be changed, except as provided in Sections D and E, below. When the Administration calls a selection meeting, employees must attend, unless properly excused.
 - a. The assigned regular bus route shall be effective the first day of school and shall remain in effect for the entire school year, unless the route is eliminated or changed.
 - b. The route assignment shall delineate the school buildings, student population, and residential areas to be served.
 - c. Additions and deletions within the route assignment may be made at any time. If a route adjustment(s) results in the route exceeding the scheduled time (after verification), the driver may request a change in route assignment.
 - d. A driver ending a school year with benefits, who selects at the annual bid meeting a route for the following school year that based on its projected hours may become eligible for benefits by the time the route is "permanently" established, shall retain such benefits through September of the following school year.
- D. After the initial route assignment, and in the event a new route or vacancy becomes available during the school year, the route shall be posted for a period of five (5) days and shall be assigned on a request basis to the Bus Driver holding the highest seniority.
- E. Kindergarten routes will be maintained as separate routes and Bus Drivers will be given the opportunity to bid on such routes in order of seniority. Payments for such routes shall be at the employee's regular hourly rate. If a vacancy occurs in a Kindergarten route, employees shall bid on the Kindergarten route in order of seniority.
- F. The Board shall provide to all Bus Drivers, within the first thirty (30) days of school (each year), a complete list of the names of the students to be picked up on his/her assigned route.
- G. Assigned parking shall be provided for all Bus Drivers during their normal driving hours.

- H. During the school year, drivers may request assistance in maintaining discipline and ensuring passenger safety. Such assistance may be provided subject to the approval of the Superintendent/designee.
- I. Additional time shall be paid upon Board verification of special circumstances en route, or if the assigned route is verified by the Board to exceed the normal four (4) hour workday.
- J. No driver is entitled to hold more than one (1) extra pay run (e.g., Kindergarten after-school tutoring, etc.) at the same time.
- K. The Board reserves the right to hire up to three (3) permanent substitutes for the Transportation Department. Permanent substitutes will be assigned/scheduled on a daily and/or semi-daily as needed basis, no more than four (4) hours per school day unless subbing for absent employee(s). Permanent substitutes shall be paid at the Bus Driver base rate (i.e., Step 1). If the Transportation Department does not need the driver, he/she may be reassigned to other duties. Ordinarily, permanent substitutes shall be used to substitute for regular drivers who are absent from their assigned routes or to drive field trips when regular drivers are not eligible for such routes pursuant to this Agreement. Permanent substitutes will not be used to wash buses, unless no regular driver wants the duty, or for extra duty rotation assignments that commence after the regular morning routes conclude and are completed prior to the start of the afternoon regular routes, unless no regular driver accepts the extra duty rotation assignment.

The Board also has authority to employ bus drivers in "variable route" assignments. Individuals who bid on or are assigned to a "variable route" assignment will be regularly employed for 6.25 hours per school day.

- L. No driver shall be permitted to bid on any combination(s) of vacancies in positions covered by this Agreement when such combination(s) result(s) in the driver being regularly scheduled to work a combined total of more than eight (8) hours per day without Superintendent/designee approval.
- M. Bus drivers who accumulate six (6) or more driving violation points may have their employment suspended or terminated.
- N. If a driver's violation points will drop below six (6) points within six (6) months of the conviction resulting in six (6) points accumulation, the driver may be placed on unpaid leave without benefits, not to exceed six (6) months, until the points fall below six (6). Or the Board may allow a transfer to a position not requiring a CDL.

- O. A driver shall within seven (7) calendar days notify the Administration upon receipt of a traffic citation and shall again within seven (7) calendar days notify the Administration of disposition of the citation.
- P. The continued employment of the driver as a bus driver is dependent upon the willingness of the District's insurance carrier to provide coverage for that driver.
- Q. In situations covered by M, N or P above, the Board may, at its discretion, allow a transfer to a position not requiring a CDL.
- R. When a substitute attendant is needed for a route, the route will be offered to available bus attendants before being offered to drivers. No permanent substitutes will be used as a bus attendant for mid-day routes, but they may be used to substitute as a bus attendant for A.M. and P.M. routes.

ARTICLE 21. FIELD TRIPS

- A. There shall be five (5) rotating lists (Field Trips Boards) established for the posting and assigning of field trips.
 1. An AM Field Trip Board for field trips made during regular school hours (between 9:00 AM and 1:45 PM).
 2. A PM Field Trip Board for field trips made twenty-five (25) minutes following the end of the day for the latest school and during weekends.
 3. A Trip Board for field trips involving an overnight stay.
 4. An Emergency Trip Board.
 5. An Eight (8) Hour Trip Board.
- B. **ROTATING TRIP LIST/POSTING**
 1. Field trips shall be posted on the respective Field Trip Boards in the order of receipt as indicated by the electronic or fax date/time. Whenever possible, trips will be assigned in the last two (2) weeks of the preceding month prior to the date of the trip. The Transportation Supervisor will post the date and time when each month's field trip assignments will be made. Drivers are permitted to attend the meeting when the field trip assignments are made but shall receive no compensation for that time. The meetings will occur on workdays at the Bus Garage and will be scheduled to commence between the conclusion of the morning routes and prior to the start of the afternoon route.

2. Field Trips shall be electronically requested and approved using the form available through the District's transportation software (e.g., Edulog).
 3. A Field Trip Acceptance List shall be maintained and available for review. The List shall include:
 - a. Date/time field trip transmitted to bus garage
 - b. Field trip number
 - c. Date of trip
 - d. Nature of trip
 - e. Length of trip
 - f. Name of employee accepting trip
- C. A rotating emergency Field Trip List will be maintained by the Transportation Supervisor for field trip requests that arrive at the Transportation Office less than forty-eight (48) hours prior to the field departure time.
- D. All lists will be maintained beyond the school year and shall carry over from year to year.
- E. A driver's position in rotation on the Field Trip Board shall be indicative of his/her seniority. If a driver does not desire a field trip, he/she shall have the option of withdrawing his/her name from the rotation list (Field Trip Board). However, if a driver remains on the list (Field Trip Board), there shall be no trading of positions on the list (Field Trip Board).
- F. Insofar as practicable, all field trips shall be posted on a Field Trip Board five (5) workdays in advance of departure, shall be assigned on a rotation basis according to seniority, and shall remain posted until accepted.
- G. If a field trip is refused for any reason, the driver turning down the trip understands he/she forfeited his/her sequential eligibility for a field trip until another is posted on his/her position in the continuous order of rotation.
- H. If a field trip is cancelled, the driver who was scheduled to drive the trip shall be given the next available trip and keep his/her place in rotation.
- I. Procedures for accepting and/or rejecting field trips shall be posted conspicuously alongside the Field Trip Board. A driver assigned to a field trip shall notify the Transportation Supervisor by the end of the next workday after the field trip has been assigned if he/she is not able to accept the trip. The Emergency Trip Board will not have any time periods for acceptance.

If a driver initially accepts a trip but later refuses it, the driver's name shall go back into the next regular rotation only if the driver gave at least five (5) hours advance notice of

the cancellation. If the driver cancels with less than five (5) hours notice, he/she shall lose his/her next turn in rotation. To secure another driver under these circumstances, the Transportation Supervisor may assign the trip to the first available driver.

- J. If Driver A accepts a field trip and then becomes eligible by rotation for a field trip on a second board, which conflicts with the accepted trip, the second trip shall be assigned to the next driver in that board's rotation, and Driver A who had the conflict will be offered the next available non-conflicting trip on the second board.
- K. Drivers with regularly assigned routes shall have the first opportunity for field trips, unless the drivers are unavailable due to their regularly scheduled route at the scheduled field trip departure time. Field trips of six (6) hours or more shall be posted on the PM-Board, for regular drivers regardless of the starting time of such field trips.
- L. When the Transportation Supervisor is in his/her office, all drivers will have access for review of said Field Trip Boards and Procedures at least once per day and a minimum of ninety (90) minutes per week.
- M. Drivers shall be paid \$15.00 per hour for field trips.
- N. Bus Drivers who fail to report off and do not appear at the assigned location ten (10) minutes prior to the scheduled departure shall be replaced without pay. Another Bus Driver will be assigned as a replacement.

ARTICLE 22. CONTROLLED SUBSTANCE & ALCOHOL TESTING
POLICY FOR SAFETY SENSITIVE POSITIONS & OTHER
CLASSIFIED EMPLOYEES WITH REASONABLE SUSPICION

A. STATEMENT OF POLICY

In order to provide and maintain a safe environment in which to maximize commitment to the mission of education, the Board prohibits employee misuse of alcohol and/or use of controlled substances while in the discharge of duty, which shall include, but not be limited to, employment functions designated Safety-Sensitive. To this end, the Board shall utilize a multi-faceted Controlled Substance and Alcohol Testing Program (CS/AT) to deter and detect employee use of such substances.

B. STATEMENT OF BENEFIT

In addition to the broad goal of furtherance of educational mission, specific benefit areas shall include:

1. A primary goal of safe transportation of students as evidenced by reduction and/or deterrence of roadway accident occurrence, and concomitant avoidance/reduction of insurance cost.
2. The provision of information toward employee education and increased alcohol/drug awareness as related to performance of Safety-Sensitive Employment Functions.
3. The provision of a workplace environment that provides a structured opportunity for the rehabilitative efforts of employees.
4. The provision of increased employment selection and screening information which shall promote positive selection and retention of employment candidates who exhibit positive characteristics.

C. STATEMENT OF INCLUSION

Employees whose primary employment function is designated as "Safety-Sensitive" shall be subject to Controlled Substance and/or Alcohol Testing (CS/AT). Specifically, "Safety-Sensitive" employees for purposes of inclusion to CS/AT shall include the following: Any employee whose job description requires operation of a motor vehicle that transports students (e.g., Bus Driver, Mechanic).

D. STATEMENT OF EMPLOYMENT-RELATED TESTING CIRCUMSTANCES

Controlled Substance and Alcohol Testing is required as a condition of employment. Covered Employees are prohibited from refusing to submit to testing. Testing is applicable to the following circumstances:

1. Pre-Employment Testing:

An applicant who receives a conditional offer of employment, shall be notified that he/she will be subject to CS/AT. Such an applicant shall submit to and be tested for the presence of a Controlled Substance and/or Alcohol as a pre-qualification condition of employment. The applicant may not be offered employment without: (a) a Verified Negative Drug Test result; and (b) a test result of alcohol concentration less than 0.04. The Board may elect not to administer the alcohol test if conditions delineated in the regulations are present.

2. Post-Accident Testing:

Covered Employees involved in an accident in which there is (a) loss of human life, or (b) who are issued a citation under State or local law for a moving

violation, must be tested as soon as is reasonably possible, subject to limitations prescribed by the regulations. Post-accident information and procedures shall be disseminated to employees relevant to facilitating requirements of post-accident testing.

3. Reasonable Suspicion Testing:

Covered Employees shall submit to and be tested at the request of a Trained Supervisory Employee in the event that sufficient information exists to support a position of reasonable suspicion that the Covered Employee may be under the influence of a Controlled Substance and/or Alcohol. In proceeding to test the Covered Employee, the respective time frame requirements for Alcohol or Controlled Substance detection must be met.

4. Random Testing:

Covered Employees are subject to mandatory CS/AT on an unannounced and random basis subject to the following parameters:

a. Number of Covered Employees to be Tested:

Every Covered Employee is eligible and subject to random CS/AT.

(1) Alcohol-Related Testing:

The number of Alcohol-Related Tests administered shall be equal to an annual rate not less than twenty-five percent (25%) of the total number of positions (Drivers and Mechanics).

(2) Controlled-Substance Testing:

The number of Covered Employees selected shall be equal to an annual rate of not less than fifty percent (50%) of the number of positions (Drivers and Mechanics).

b. (1) Selection Method:

A "Scientifically Valid Method", such as a random number table or a computer-based random number generator, that is matched with

Covered Employees' social security numbers or payroll identification numbers shall be utilized.

- (2) The "Pool" will be complete at every testing interval, i.e., even after being tested each and every Covered Employee will be "returned" to the "Pool" and have an equal chance of selection at each and every selection opportunity.

c. Testing Time Restriction:

Employees shall be tested only under the following employment conditions:

- (1) While performing the SSF;
- (2) Immediately before performing the SSF;
- (3) Immediately after performing the SSF.

5. Return-To-Duty/Follow-Up Testing:

Employees who have violated Board Policy prohibiting misuse of alcohol and/or the use of controlled substances shall be subject to Return-to-Duty/Follow-Up Testing.

a. Return-To-Duty Testing:

Return-To-Duty Alcohol Test indicating an alcohol concentration of less than 0.02 and/or a Verified Negative Drug Test result is required before returning to a SSF.

b. Follow-Up Testing:

Employees identified by a SAP as needing further assistance to resolve CS/AT issues, and who have been returned to Safety-Sensitive duty through Return-To-Duty Testing, are subject to unannounced Follow-Up Testing. The number and frequency of such Follow-Up Testing shall be as directed by the SAP, and consist of at least six (6) tests in the first twelve (12) months following return to duty. In addition, depending on which substance (Controlled Substance or Alcohol) is identified, the SAP

may include testing of the other (Controlled Substance or Alcohol) also. The SAP may terminate the requirements for Follow-Up Testing as the SAP deems appropriate before the sixty (60) months maximum. The employee also remains a member of the Random Selection Pool throughout the Follow-Up Testing period.

E. STATEMENT OF BOARD RESPONSIBILITIES

1. Cost of Testing:

All costs of required CS/AT shall be borne by the Board. (This provision is not required by the regulations.) Employees shall receive their hourly rate of pay for the time they are being tested.

2. Education and Training:

- a. The Board shall provide employees with educational material detailing requirements of the Federal Regulations and require a signed certification from each employee in receipt of said materials.
- b. The Board shall designate the Medical Review Officer (MRO) (not an employee of the District) as the person to receive the results of the Alcohol and Controlled Substance tests on the Board's behalf. In addition, the MRO shall be available to consult with employees concerning the use of prescription or over-the-counter drugs as they pertain to job impairment or performance. Consultation by employees with the MRO shall be structured in an Employee Education/Information format.
- c. The Board shall provide necessary training to Supervisory Employees charged with responsibility of Covered Employees. Supervisors and other employees designated to make reasonable suspicion determinations shall receive a minimum of one (1) hour each of prior formal training in regard to physical, behavioral, speech and performance indicators of Alcohol misuse and Controlled Substance use [i.e., one (1) hour regarding Alcohol misuse, and one (1) hour Controlled Substance use education].
- d. Each employee will be provided with a written description of the employer's Drug Testing Policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the employer and employees, and the potential consequences of refusing to submit to testing or of positive test results. Employees have the right to know the dangers of drug abuse

in the workplace, the Board's Policy about them, and what help is available to combat drug problems. The Board will conduct a drug-free awareness program as part of an initial orientation for all new employees, and annually thereafter. To help employees in overcoming drug abuse problems, assistance may be available through:

- (1) Medical benefits for Substance Abuse treatment;
- (2) Counseling programs within Set County;
- (3) Information about community resources for assessment and treatment.

3. Treatment Referrals for Rehabilitation:

- a. The Board shall make available an opportunity for treatment to employees who test positive and have been evaluated and identified by the SAP to participate in rehabilitative efforts. Employees who violate regulations shall be provided assistance toward rehabilitation. Specifically, the Board shall provide a list of available resources for evaluation and treatment of Alcohol and/or Controlled Substance problems, which includes the names, addresses and phone numbers of SAPS, counseling centers, and treatment programs.
- b. An employee who is required, as a result of CS/AT prohibitive use, to take time off to pursue appropriate treatment may use Sick Leave and any other available contractual options including any health insurance in effect which may provide service or request an unpaid medical leave (benefits of the latter shall be extended at the COBRA rate). The Board is not, however, required by Federal Regulations to pay for rehabilitation or to hold open an employee's job.

4. Confidentiality and Retention of Records:

All test results and actions taken shall be kept confidential in accordance with State and Federal laws. Records and results of CS/AT must be maintained in a secure location with controlled access for up to five (5) years.

F. CONSEQUENCES OF POSITIVE CS/AT RESULTS

1. If an employee is involved in an accident within the scope of employment and the employee tests positive for any chemical, drug, or alcohol abuse in a post-accident test, the employee shall have his/her employment terminated.

2. Subject to the following conditions, any other employee (i.e., not involved in an accident) that tests positive for any chemical, drug, or alcohol abuse shall immediately be placed on an Unpaid Leave of Absence until employee successfully completes rehabilitation, but not to exceed ninety (90) calendar days. The employee may use Sick Leave if, and only if, he/she successfully participates and remains in rehabilitation as directed by the MRO. Further, the employee will sign a waiver authorizing the MRO to confirm to the Board that he/she is participating in the prescribed program.
3. The employee who successfully completes rehabilitation directed by the MRO shall not be returned to a SSF position. The employee may be returned to a non-Safety-Sensitive job if he/she is qualified, if an opening exists within the ninety (90) calendar day period. An employee who does not successfully complete rehabilitation as directed by the MRO within the ninety (90) calendar day period shall have his/her employment terminated. The employee testing positive for any chemical, drug, or alcohol abuse a second time during his/her employment shall have his/her employment terminated.
4. Each employee subject to this policy shall receive and acknowledge the written receipt of same (Appendix C).
5. Reasonable Suspicion Testing:
 - a. In addition to SSF employees, all Classified Employees shall submit to and be tested at the request of a Trained Supervisory Employee in the event that sufficient information exists to support a position of reasonable suspicion that the employee may be under the influence of a Controlled Substance and/or Alcohol. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee. In proceeding to test the employee, the testing procedures and cost of testing in the Controlled Substance and Alcohol Testing Policy for SSF positions shall be used. An employee who tests positive will be subject to discipline up to and including termination.
 - b. The cost of testing shall be borne by the Board. Employees shall receive their hourly rate of pay.

ARTICLE 23. USE OF FACILITIES

A. USE OF FACILITIES

The Transportation Office shall be open for Bus Drivers to use the facilities by 6:00 AM each school day.

B. SUPPLIES

The Board shall provide cleaning materials and implements for driver use in maintaining interior cleanliness of the bus.

ARTICLE 24. WORKERS' COMPENSATION

- A.** Employees who are injured in the line of duty are eligible to receive compensation and expenses by the Workers' Compensation laws of the State of Ohio.
- B.** When an injury is incurred while performing assigned responsibilities, the employee shall report the incident in writing to the injured employee's Immediate Supervisor within one work day, unless the member is incapacitated. Notice of the requirement to report injuries within one (1) workday will be posted along with other required employment notices. Employees injured on the job shall have the option of receiving Workers' Compensation or Sick Leave.
- C.**
 - 1. If an employee elects to receive Workers' Compensation benefits, then the Board shall not be required to maintain the insurance benefits provided under this Collective Bargaining Agreement for more than one (1) year from the date of the above employee's election.
 - 2. If an employee elects to receive Sick Leave benefits, then the Board shall not be required to maintain the insurance benefits provided under this Collective Bargaining Agreement for more than one (1) year from the date that the employee exhausts his/her entitlements to such Sick Leave.
- D.** If the Board is no longer required to maintain insurance benefits pursuant to Section C, above, the employee may elect to maintain existing benefits, the total cost at his/her expense, by submitting timely premium payments to the Board Treasurer for up to eighteen (18) months.

ARTICLE 25. RETIREMENT AND SEVERANCE

- A. Within ninety (90) days after retirement and/or death from the Twinsburg City School District, former bargaining unit members (or their beneficiary) shall be entitled to receive remuneration for unused Sick Leave according to the following stipulations:
1. Upon retirement and/or death, as hereinafter defined, employees shall be entitled to their accumulated and unused Sick Leave at the time of retirement, up to a maximum of twenty-five percent (25%) of two hundred (200) days. Additionally, employees shall be entitled to twenty percent (20%) of the total number of days of accumulated Sick Leave above and beyond the two hundred (200) days.
 2. The per diem rate of pay shall be the employees annual salary rate at the time of retirement and/or death, divided by the number of days in their working year.
 3. "Retirement" shall be defined to mean actual retirement from service and eligibility for retirement benefits under the School Employees Retirement System (SERS), i.e., the employee must actually retire and start drawing reimbursement from the SERS.

ARTICLE 26. BUILDING ACTIVITIES

- A. A Custodian shall be on duty when any outside activity is in a school, upon the approval of the Building Principal. The Custodian will be notified of outside groups using the facility.
- B. A Cook shall be on duty when kitchen and/or kitchen equipment is in use for any outside activity, upon the approval of the Building Principal. The Cafeteria Manager will be notified of outside groups using the facility.
- C. Any Secretary made responsible by a Building Principal for calling substitutes shall be compensated for the time according to his/her hourly rate of pay, upon submission and verification of time per the attached form (Appendix D).

ARTICLE 27. SALARY

- A All Wage Schedules exclude lunch periods as time paid. Wage Schedules include working days and paid legal holidays.

- B.** The State statutes shall be followed in granting employees' experience credit. In determining the number of experience years credit for new employees, previous work experience (non-school-related) will be given consideration. All employees are required to file, with the Superintendent and Board Treasurer, complete application forms, medical (if applicable), and all other necessary documents prior to the first payday.
- C.** There are one hundred eighty-one (181) days employment for 11 and 12-month employees and one hundred twenty-one (121) days employment for 9, 10, and 10-1/2 month employees per school year required for one (1) year increment credit. Eight (8) continuous months military service required for one (1) year increment credit.
- D.** All employees shall receive twenty-four (24) paychecks as detailed below:
1. Employees will be paid in twenty-four (24) substantially equal installments to be received no later than the 10th and 24th of each month.
 2. Direct electronic deposit of pay is mandatory for all employees. If an overpayment occurs, the member will be notified of the error and informed of how the Board plans to correct the overpayment. Notice of this overpayment policy will appear on the direct deposit election form.
 3. Payroll information – including deductions, net pay amount, accumulated sick leave, accumulated personal leave, and accumulated vacation days (if applicable) – will be available on payday in an electronic format.
 4. An employee who is changing or closing out a bank account must notify the Board Treasurer at least three (3) weeks prior to the payday at which the employee wants the change to take effect. New employees will receive their first pay in the form of a manual check, and all subsequent pays pursuant to direct deposit.
 5. It is the employee's responsibility to make sure the Board Treasurer's office receives an accurate checking or saving account number so that the terms of this Article can be implemented.
 6. The employee can direct deposit with one (1) institution of his/her choice at a time.
 7. There will be a one pay period lag between the time work is performed and the date pay is issued.
- E.** Employees shall be paid, in accordance with their classification, experience and the provisions of this Agreement; the appropriate rate shall be set forth on the attached Wage Schedules (Appendix A), reflected as below:

1. Effective January 1, 2012, the basic hourly wage shall be increased zero percent (0%).
 2. Effective January 1, 2013, the basic hourly wage shall be increased zero percent (0%).
- F. Consistent with the IRS and Attorney General Rulings, the Board shall "pick-up" the employee's SERS contribution, so as to defer the tax liability. This shall be done at no additional cost to the Board. To accomplish this, the Board will reduce the employee's contract wage otherwise currently payable by the amount of the SERS "pick-up". The employee's contract wage thus shall consist of: (1) cash wage component and (2) a "pick-up" component for SERS, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee. From these wages, the Board will contribute to SERS an amount equal to the employee's required contribution to the SERS.
- G. Employees shall sign and verify the accuracy of the hours worked for each pay period.

ARTICLE 28. FRINGE BENEFITS

An employee must be contracted to work at least twenty-five (25) hours per week to be eligible for insurance benefits. However, any employee working under twenty-five (25) hours per week who was enrolled in the insurance programs as of October 1, 2007, will continue to be covered by paying the percentage according to the twenty-five (25) to twenty-eight (28) hour per week employee rate unless his/her hours worked increase and qualify him/her for a different rate according to this Article.

A. STARK COUNTY COUNCIL OF GOVERNMENTS (COG)

The Board of Education may fully meet its obligations to provide health care benefits and services under this Agreement by participating in the health benefits program of Stark County Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

B. PREFERRED PROVIDER – DOCTORS/HOSPITALS

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. Participation in any such programs will be voluntary, and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
3. The selection of the PPO(s), the types of benefits/programs, or any changes therein shall be mutually determined by the representative of the COG and the Stark county OEA office.
4. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

C. PREFERRED PROVIDER – PRESCRIPTION DRUGS

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider, and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the OEA Canton office.
5. The duration of this provision shall be from July 1, 1995, and thereafter.
6. As agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the OEA Canton office.
7. Mail order prescription: Upon agreement of the OEA Consultant representative of the OEA Canton office and the COG representative, an optional mail order prescription program will be implemented.

D. MEDICAL INFORMATION

Personal information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

E. PLAN DESCRIPTION (SUMMARY ONLY)

DENTAL:

1.	Maximum Benefits	Class I, II or III: \$2,500/person/year per covered person
2.	Deductible (Individual)	\$25/year
3.	Deductible (Family)	\$75/year
4.	Co-insurance Amounts:	
	a. Class I – Prevention	100% of Usual & Customary (no deductible)
	b. Class II – Basic	80% of Usual & Customary
	c. Class III – Major	80% of Usual & Customary
	d. Class IV – Orthodontia	60% of Usual & Customary
	Lifetime Maximum Orthodontia	\$1,200/individual

HEALTH:

1.	Maximum Benefits	Unlimited
2.	Deductible	\$100/individual \$200/family
3.	Accumulation Period	Calendar Year
4.	Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee,

100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

5. Out-Patient Psychiatric/Substance Abuse 80% UCR up to 15 visits (30 visits if In-Network PPO) per person per year
6. In-Patient Psychiatric/Substance Abuse 31 days per person per year

7. Preventive:

Routine pap test, mammogram and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

8. Dependent Coverage:

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

9. Pre-Admission Certification:

Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

VISION:

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof shall be paid by the Board.

Specifications:

1. Eye Examinations:

One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

2. Lenses:

One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	Per Lens:	Per Pair:
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact Lenses (cosmetic)	\$35	\$70
Contact Lenses (medically necessary)	\$200	\$400

Note: the amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum; the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:

- a. The lenses are necessary following cataract surgery;
- b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
- c. The lenses are necessary for the treatment of anisometropia or keratoconus.

4. Frames:

One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:
 - a. Sunglasses, whether or not requiring a prescription.
 - b. Drugs or medications.
 - c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e. Orthoptics or vision training.
 - f. Aniseikonic lenses.
 - g. Coated lenses.
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
3. Should an individual select contact lenses instead of conventional lenses when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

LIFE:

For employees hired prior to July 1, 2012, the Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00) for each employee.

For employees hired after July 1, 2012, the Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00) for each employee who works a minimum of twenty-five (25) hours per week.

Bargaining unit members may purchase additional term life insurance at the group rate in five thousand dollar (\$5,000) increments, up to a maximum of twenty thousand dollars (\$20,000) coverage in addition to Board paid coverage. Modification to this provision may be necessary to comply with requirements of the insurance carrier.

F. PREMIUM CONTRIBUTIONS*

*** Effective September 1, 2012, the premium contributions shall be as set forth below. Prior to September 1, 2012, the premium contributions shall be as set forth in the prior negotiated agreement.**

- The Board's pro rata share shall be determined by the weekly hours an employee is regularly scheduled to work during his/her normal work shift per the following apportionment:

Employee's Regularly Scheduled Work Week A regularly scheduled work week excludes field trips and overtime, etc.	Single Coverage Premium Costs		Family Coverage Premium Costs	
	<u>Board Paid:</u>	<u>Employee Paid:</u>	<u>Board Paid:</u>	<u>Employee Paid:</u>
31 or more hours	Per the terms and conditions of TEA Collective Bargaining Agreement			
28 or more but fewer than 31 hours	75.00%	25.00%	65.00%	35.00%
25 or more but fewer than 28 hours	65.00%	35.00%	50.00%	50.00%
Fewer than 25 hours per week	N/A	N/A	N/A	N/A

- Dental Insurance:

The Board shall provide dental insurance and pay one hundred percent (100%) of the premium for single and family coverage.

- Any employee working under twenty-five (25) hours per week who was enrolled in the insurance programs as of October 1, 2007, will continue to be covered by paying the percentage according to the twenty-five (25) to twenty-eight (28) hour per week employee rate unless his/her hours worked increase and qualify him/her for a different rate according to the table above.
- The open enrollment period is annually December 1 through December 31. An employee who does not enroll in the insurance programs during the open enrollment period shall not be eligible to enroll in the insurance programs prior to

the next open enrollment period, unless a qualifying event makes the employee eligible to enroll sooner.

5. Probationary employees shall receive all the fringe benefits guaranteed under the Agreement ninety (90) calendar days after the start of their employment.
6. In the event there is a conflict between the language contained in Article 30 (Fringe Benefits) of this agreement and the Stark County COG health insurance program present or as amended, then the Stark County COG health insurance program shall prevail.

G. PAYROLL DEDUCTIONS FOR INSURANCE – SECTION 125 PLAN

1. The Board shall provide a Section 125 Plan that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.
2. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Board Treasurer during the month of December. Each newly hired employee may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired employee's Section 125 Plan year will begin the first of the month following the employee's election to participate and will end upon notification from the employee of his/her intent to no longer participate as may be submitted during the following December. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

H. EMPLOYEE ASSISTANCE PROGRAM

The Board shall purchase through an agency selected by the Board an employee assistance program / service for all bargaining unit members. The full cost for the

program shall be paid by the Board. The program shall be such that the names of those utilizing the program are kept in confidence by the agency providing the service (i.e., the names shall not be provided to the Board).

ARTICLE 29. EVALUATION

- A. All newly hired employees are considered to be on probation as defined in Article 2, Paragraph 3 and shall be evaluated twice during this period. The first evaluation will occur following thirty (30) days of employment, with the second occurring prior to the end of the probationary period. Nothing herein shall prevent the Board from removing a probationary employee at any time (including, but not limited to, prior to completion of the above referenced evaluations).
- B. All regular employees (i.e., those not on probation) will be evaluated by their Immediate Supervisor and/or the Building Principal at least once each school year.
- C.
 - 1. An employee may express a dissenting opinion on the evaluation form or attach a written statement, dated and signed, to the evaluation form stating the employee's position.
 - 2. A formal evaluation cannot be grieved.
 - 3. The employee is required to sign his/her evaluation to acknowledge receipt of the document. The employee's signature does not imply agreement with the evaluation.

ARTICLE 30. DISCIPLINARY PROCEDURES

- A. The Board shall not take any disciplinary action against an employee without just cause.
- B. An employee shall be entitled to representation at any conference held for the purpose of disciplining the employee.
- C. A regular employee who has been discharged or suspended shall have the right to file a grievance immediately at Level Two of the grievance procedure.

ARTICLE 31. REST PERIODS

- A. All full-time employees [seven (7) or more hours] shall be granted two (2) fifteen (15) minute duty-free rest periods, which, insofar as practical, shall be in the middle of each work period. Employees normally scheduled to work more than four (4), but less than seven (7), hours shall receive one (1) fifteen (15) minutes rest period.
- B. Specified period may be designated by the supervisor and/or the Administrator. Those employees who are employed for four (4) consecutive hours or less per day shall not be eligible for a rest period.

ARTICLE 32. JURY DUTY

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. In order to receive this payment, the employee must submit certification from the court documenting the jury duty time served unless such certification is not issued by the court. Any meal, mileage, and/or parking allowance used by the employee for jury duty shall not be considered in the amount received for jury duty. Any employee whose regular assigned shift commences at 12:00 noon, or after, and who is required to serve all or part of the day on jury duty, shall be relieved from work consistent with this provision.

ARTICLE 33. SMOKE-FREE ENVIRONMENT

All District buildings and vehicles shall be smoke free. Further, the use of tobacco is prohibited on all Board-owned and/or operated vehicles, at school-related events, and on school grounds, including within any enclosed facility owned, leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities.

ARTICLE 34. SAVINGS CLAUSE

If, during the period of time of this Agreement, a law, rule, regulation, or order is either in existence or becomes so, which shall render any part or provision of this Agreement invalid, or place restraints upon any part of the Agreement; such invalidation or constraint shall not in any

way restrain the Association and/or Board from adhering to the remaining portions and/or parts of the Agreement.

ARTICLE 35. COMPLETE AGREEMENT

- A. The Board and the Association acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations; and that all the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.
- B. The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.
- C. Any matters of subjects not covered herein have been waived by the parties for the life of this Agreement. All other previously negotiated agreements and any verbal understandings not incorporated in the written provisions herein are null and void and of no further force or effect.

ARTICLE 36. JOB DESCRIPTIONS

- A. A job description shall be provided to all new employees at the time of employment and to employees at the time of movement to a new position. Job descriptions will also be provided to employees at the time they are updated.
- B. When a job description is being developed or updated, the Board will seek input from the employee currently in the position and from the Association.
- C. Job descriptions will be available on the District's shared network drive.
- D. All employees shall be given a copy of their current job description at the beginning of the 2012-2013 school year.

ARTICLE 37. PARENTAL LEAVE

A bargaining unit member who is about to become the parent of an infant child or who is a parent of an infant under one (1) year of age may request and be granted a Parental Leave of Absence without pay or benefits, upon compliance with the conditions set forth below. Parent Leave shall run concurrent with any FMLA leave for which the bargaining unit member is eligible.

1. The Parental Leave of Absence shall be for the balance of either the semester or fiscal/school year in which delivery is expected or de facto custody of a child being adopted is received (or prior to receiving such custody, if necessary to fulfill the requirements for adoption). The bargaining unit member must notify the Superintendent at the time he/she applies for Parental Leave whether the leave will be for the remainder of the semester or the fiscal/school year.
2. If possible, at least thirty (30) days prior to the requested date of the Parental Leave, the bargaining unit member shall file a written leave of absence request, or notice in the case of adoption, with the Superintendent. This request shall include:
 - a. A statement regarding the expected date of delivery, name of attending physician;
 - b. In the case of adoption, notification that the bargaining unit member has begun the adoption process, the name of the adoption official, and the expected date of receipt of custody;
 - c. Date on which leave is requested to begin; and
 - d. Anticipated date of return to service.
3. Upon return from an approved Parental Leave, the bargaining unit member shall be entitled to reinstatement to the same position which the employee held prior to the leave or, if such position is no longer available, to an equivalent position which the employee holds valid, unexpired certification/licensure or is otherwise qualified.
4. A Parental Leave shall not exempt a bargaining unit member from decisions regarding contractual renewals relating to bargaining unit member appraisal and/or staff reduction.
5. Where the group insurance policy permits, a bargaining unit member on Parental Leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.

6. In the case of adoptions, timelines may be waived at the discretion of the Superintendent.

ARTICLE 38. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Appendices to be duly executed this 18th day of July, 2012.

FOR THE ASSOCIATION

FOR THE BOARD

By Eric Charles - Mad

By Ronald E Stone

By David Z...

By DD T. Aron

By Claine A. Benich

By [Signature]

By Ken J. Richardson

By Kate Ann - Conwell

By Wendy Benson

By Paul Crosby, Sr.

By _____

By [Signature]

By _____

By Kathryn M Powers
Scott Peter

APPENDIX A-1

CLASSIFICATION: Paraprofessionals HOURS: 7.0

POSITION: Instructional
 Paraprofessionals 7.0
 Title VI-B Paraprofessionals
 MH Paraprofessionals
 Preschool Paraprofessionals
 ALE Monitor Assistant (High/Middle-School)

WORKDAYS: 193

184 School Year
 9 Paid Holidays

Index for: Paraprofessionals			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	13.45	13.45
2	1.03	2	13.85	13.85
3	1.06	3	14.26	14.26
4	1.09	4	14.66	14.66
5	1.12	5	15.06	15.06
6	1.15	6	15.47	15.47
7	1.18	7	15.87	15.87
8	1.21	8	16.27	16.27
9	1.24	9	16.68	16.68
10	1.27	10	17.08	17.08
11	1.27	11	17.08	17.08
12	1.27	12	17.08	17.08
13	1.27	13	17.08	17.08
14	1.27	14	17.08	17.08
15	1.32	15	17.75	17.75
16	1.32	16	17.75	17.75
17	1.32	17	17.75	17.75
18	1.32	18	17.75	17.75
19	1.32	19	17.75	17.75
20	1.37	20	18.43	18.43

APPENDIX A-2

CLASSIFICATION: Manager/Cook 6.0
 POSITION: Manager/Cook (Wilcox) 6.0
 Manager/Cook (Bissell, Dodge, RBC) 6.0
 WORKDAYS: 193
 184 August 1 through July 31
 9 Paid Holidays

Index for: Manager/Cook			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	14.31	14.31
2	1.03	2	14.74	14.74
3	1.06	3	15.17	15.17
4	1.09	4	15.60	15.60
5	1.12	5	16.03	16.03
6	1.15	6	16.46	16.46
7	1.18	7	16.89	16.89
8	1.21	8	17.32	17.32
9	1.24	9	17.74	17.74
10	1.27	10	18.17	18.17
11	1.27	11	18.17	18.17
12	1.27	12	18.17	18.17
13	1.27	13	18.17	18.17
14	1.27	14	18.17	18.17
15	1.32	15	18.89	18.89
16	1.32	16	18.89	18.89
17	1.32	17	18.89	18.89
18	1.32	18	18.89	18.89
19	1.32	19	18.89	18.89
20	1.37	20	19.60	19.60

APPENDIX A-3

CLASSIFICATION: Custodian **HOURS:** 8.0
POSITION: High School Head Custodian (Day/Night) 8.0
WORKDAYS: 260 to 262
 250 to 252 August 1 through July 31
 10 Paid Holidays

Index for: Custodian			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	17.91	17.91
2	1.03	2	18.45	18.45
3	1.06	3	18.98	18.98
4	1.09	4	19.52	19.52
5	1.12	5	20.06	20.06
6	1.15	6	20.60	20.60
7	1.18	7	21.13	21.13
8	1.21	8	21.67	21.67
9	1.24	9	22.21	22.21
10	1.27	10	22.75	22.75
11	1.27	11	22.75	22.75
12	1.27	12	22.75	22.75
13	1.27	13	22.75	22.75
14	1.27	14	22.75	22.75
15	1.32	15	23.64	23.64
16	1.32	16	23.64	23.64
17	1.32	17	23.64	23.64
18	1.32	18	23.64	23.64
19	1.32	19	23.64	23.64
20	1.37	20	24.54	24.54

APPENDIX A-4

HOURS:
 CLASSIFICATION: Custodian 8.0
 POSITION: Head Custodian (Elementary/Middle) 8.0
 WORKDAYS: 260 to 262
 250 to 252 August 1 through July 31
 10 Paid Holidays

Index for: Custodian			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	17.49	17.49
2	1.03	2	18.01	18.01
3	1.06	3	18.54	18.54
4	1.09	4	19.06	19.06
5	1.12	5	19.59	19.59
6	1.15	6	20.11	20.11
7	1.18	7	20.64	20.64
8	1.21	8	21.16	21.16
9	1.06	9	21.69	21.69
10	1.27	10	22.21	22.21
11	1.27	11	22.21	22.21
12	1.27	12	22.21	22.21
13	1.27	13	22.21	22.21
14	1.27	14	22.21	22.21
15	1.32	15	23.09	23.09
16	1.32	16	23.09	23.09
17	1.32	17	23.09	23.09
18	1.32	18	23.09	23.09
19	1.32	19	23.09	23.09
20	1.37	20	23.96	23.96

APPENDIX A-5

CLASSIFICATION: Custodian **HOURS:** 8.0
POSITION: Night Custodian/Assistant Custodian 8.0
WORKDAYS: 260 to 262
 250 to 252 August 1 through July 31
 10 Paid Holidays

Index for: Custodian			1/1/2012	1/1/2012
Step:	Index:	Step:	Base:	Base:
1	1.00	1	16.71	16.71
2	1.03	2	17.21	17.21
3	1.06	3	17.71	17.71
4	1.09	4	18.21	18.21
5	1.12	5	18.72	18.72
6	1.15	6	19.22	19.22
7	1.18	7	19.72	19.72
8	1.21	8	20.22	20.22
9	1.24	9	20.72	20.72
10	1.27	10	21.22	21.22
11	1.27	11	21.22	21.22
12	1.27	12	21.22	21.22
13	1.27	13	21.22	21.22
14	1.27	14	21.22	21.22
15	1.32	15	22.06	22.06
16	1.32	16	22.06	22.06
17	1.32	17	22.06	22.06
18	1.32	18	22.06	22.06
19	1.32	19	22.06	22.06
20	1.37	20	22.89	22.89

APPENDIX A-6

CLASSIFICATION: Janitor HOURS: 8.0
 POSITION: Janitor (Day/Night) 8.0
 WORKDAYS: 260 to 262
 250 to 252 August 1 through July 31
 10 Paid Holidays

Index for: Janitor			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	13.30	13.30
2	1.03	2	13.70	13.70
3	1.06	3	14.10	14.10
4	1.09	4	14.50	14.50
5	1.12	5	14.90	14.90
6	1.15	6	15.30	15.30
7	1.18	7	15.69	15.69
8	1.21	8	16.09	16.09
9	1.24	9	16.49	16.49
10	1.27	10	16.89	16.89
11	1.27	11	16.89	16.89
12	1.27	12	16.89	16.89
13	1.27	13	16.89	16.89
14	1.27	14	16.89	16.89
15	1.32	15	17.56	17.56
16	1.32	16	17.56	17.56
17	1.32	17	17.56	17.56
18	1.32	18	17.56	17.56
19	1.32	19	17.56	17.56
20	1.37	20	18.22	18.22

APPENDIX A-7

CLASSIFICATION: Janitor **HOURS:**
5 to 7

POSITION: Janitor
Day 7.0
Janitor Night 5.0

WORKDAYS: 260 to
262

250 to
252 August 1 through July 31
10 Paid Holidays

Note: 5 hours per night, teachers' calendar 184, less 2 In-Service days
7 hours per day all other work days, including 2 In-Service days
Paid Holidays at 7 hours per day
Approved Vacation at 7 hours per day

Index for:			1/1/2012	1/1/2013
Janitor			Base:	Base:
Step:	Index:	Step:	Wage:	Wage:
1	1.00	1	13.30	13.30
2	1.03	2	13.70	13.70
3	1.06	3	14.10	14.10
4	1.09	4	14.50	14.50
5	1.12	5	14.90	14.90
6	1.15	6	15.30	15.30
7	1.18	7	15.69	15.69
8	1.21	8	16.09	16.09
9	1.24	9	16.49	16.49
10	1.27	10	16.89	16.89
11	1.27	11	16.89	16.89
12	1.27	12	16.89	16.89
13	1.27	13	16.89	16.89
14	1.27	14	16.89	16.89
15	1.32	15	17.56	17.56
16	1.32	16	17.56	17.56
17	1.32	17	17.56	17.56
18	1.32	18	17.56	17.56
19	1.32	19	17.56	17.56
20	1.37	20	18.22	18.22

APPENDIX A-9

CLASSIFICATION: Mechanic **HOURS:** 8.0
POSITION: Mechanic 8.0
WORKDAYS: 260 to 262
 250 to 252 August 1 through July 31
 10 Paid Holidays

Index for: Mechanic			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	18.41	18.41
2	1.03	2	18.96	18.96
3	1.06	3	19.51	19.51
4	1.09	4	20.07	20.07
5	1.12	5	20.62	20.62
6	1.15	6	21.17	21.17
7	1.18	7	21.72	21.72
8	1.21	8	22.28	22.28
9	1.24	9	22.83	22.83
10	1.27	10	23.38	23.38
11	1.27	11	23.38	23.38
12	1.27	12	23.38	23.38
13	1.27	13	23.38	23.38
14	1.27	14	23.38	23.38
15	1.32	15	24.30	24.30
16	1.32	16	24.30	24.30
17	1.32	17	24.30	24.30
18	1.32	18	24.30	24.30
19	1.32	19	24.30	24.30
20	1.37	20	25.22	25.22

APPENDIX A-11

HOURS:

CLASSIFICATION: Secretaries 7.5

POSITION: Secretaries 7.5

WORKDAYS: 244

184 School Year
 10 Paid Holidays
 Prior to School
 20 Year
 20 After School Year
 10 Paid Vacation Days (5 Winter Break and 5 Spring Break)

Note: Any person hired or promoted into the High School Secretary/Guidance Secretary positions on or after January 1, 1989 will be placed on a 233 day contract

Index for: Secretaries			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: Wage:	Base: Wage:
1	1.00	1	14.73	14.73
2	1.03	2	15.17	15.17
3	1.06	3	15.61	15.61
4	1.09	4	16.06	16.06
5	1.12	5	16.50	16.50
6	1.15	6	16.94	16.94
7	1.18	7	17.38	17.38
8	1.21	8	17.82	17.82
9	1.24	9	18.27	18.27
10	1.27	10	18.71	18.71
11	1.27	11	18.71	18.71
12	1.27	12	18.71	18.71
13	1.27	13	18.71	18.71
14	1.27	14	18.71	18.71
15	1.32	15	19.44	19.44
16	1.32	16	19.44	19.44
17	1.32	17	19.44	19.44
18	1.32	18	19.44	19.44
19	1.32	19	19.44	19.44
20	1.37	20	20.18	20.18

APPENDIX A-12

CLASSIFICATION: Bus Driver
POSITION: Bus Driver
WORKDAYS: 191
 182 School Year (184 days Less Day Before and Day After)
 9 Paid Holidays
HOURS: Minimum 4.0
Minimum 4.0
 \$15.00 Field Trip Rate as of July 1, 2010
Permanent Driver Substitutes: Four (4) hours per school day unless subbing for absent employee
 Paid at the Bus Driver base rate (Step 1)

Index for:		1/1/2012	1/1/2013
Bus Driver		Base:	Base:
Step:	Index:	Wage:	Wage:
1	1.000	17.28	17.28
2	1.025	17.71	17.71
3	1.050	18.14	18.14
4	1.075	18.58	18.58
5	1.100	19.01	19.01
6	1.120	19.35	19.35
7	1.150	19.87	19.87
8	1.175	20.30	20.30
9	1.200	20.74	20.74
10	1.225	21.17	21.17
11	1.225	21.17	21.17
12	1.225	21.17	21.17
13	1.225	21.17	21.17
14	1.225	21.17	21.17
15	1.265	21.86	21.86
16	1.265	21.86	21.86
17	1.265	21.86	21.86
18	1.265	21.86	21.86
19	1.265	21.86	21.86
20	1.305	22.55	22.55

APPENDIX A-14

HOURS:

CLASSIFICATION: Maintenance/Groundskeeper 8.0

POSITION: Groundskeeper 8.0
 Assistance Maintenance 8.0
 Assistance-Groundskeeper 8.0

WORKDAYS: 260 to 262

250 to
 252 August 1 through July 31
 10 Paid Holidays

Index for:			1/1/2012	1/1/2013
Groundskeeper			Base:	Base:
Step:	Index:	Step:	Wage:	Wage:
1	1.000	1	18.11	18.11
2	1.025	2	18.56	18.56
3	1.050	3	19.02	19.02
4	1.075	4	19.47	19.47
5	1.100	5	19.92	19.92
6	1.120	6	20.28	20.28
7	1.150	7	20.83	20.83
8	1.175	8	21.28	21.28
9	1.200	9	21.73	21.73
10	1.225	10	22.18	22.18
11	1.225	11	22.18	22.18
12	1.225	12	22.18	22.18
13	1.225	13	22.18	22.18
14	1.225	14	22.18	22.18
15	1.265	15	22.91	22.91
16	1.265	16	22.91	22.91
17	1.265	17	22.91	22.91
18	1.265	18	22.91	22.91
19	1.265	19	22.91	22.91
20	1.305	20	23.63	23.63

APPENDIX A-15

CLASSIFICATION: Library HOURS: 7.5
 POSITION: High School Library Clerk 7.5
 WORKDAYS: 193
 184 School Year
 9 Paid Holidays

Index for: Library Clerk			1/1/2012	1/1/2013
Step:	Index:	Step:	Base: 13.83	Base: 13.83
			Wage:	Wage:
1	1.000	1	13.83	13.83
2	1.025	2	14.18	14.18
3	1.050	3	14.52	14.52
4	1.075	4	14.87	14.87
5	1.100	5	15.21	15.21
6	1.120	6	15.49	15.49
7	1.150	7	15.90	15.90
8	1.175	8	16.25	16.25
9	1.200	9	16.60	16.60
10	1.225	10	16.94	16.94
11	1.225	11	16.94	16.94
12	1.225	12	16.94	16.94
13	1.225	13	16.94	16.94
14	1.225	14	16.94	16.94
15	1.265	15	17.49	17.49
16	1.265	16	17.49	17.49
17	1.265	17	17.49	17.49
18	1.265	18	17.49	17.49
19	1.265	19	17.49	17.49
20	1.305	20	18.05	18.05

APPENDIX A-16

HOURS:

CLASSIFICATION: Library Assistant

POSITION: Elementary Library Assistant 6.5
Middle/High School Library Assistant 7.5

WORKDAYS: 193

184 School Year
9 Paid Holidays

Index for:			1/1/2012	1/1/2013
Library Assistant			Base:	Base:
Step:	Index:	Step:	Wage:	Wage:
1	1.000	1	13.55	13.55
2	1.025	2	13.89	13.89
3	1.050	3	14.23	14.23
4	1.075	4	14.57	14.57
5	1.100	5	14.91	14.91
6	1.120	6	15.18	15.18
7	1.150	7	15.58	15.58
8	1.175	8	15.92	15.92
9	1.200	9	16.26	16.26
10	1.225	10	16.60	16.60
11	1.225	11	16.60	16.60
12	1.225	12	16.60	16.60
13	1.225	13	16.60	16.60
14	1.225	14	16.60	16.60
15	1.265	15	17.14	17.14
16	1.265	16	17.14	17.14
17	1.265	17	17.14	17.14
18	1.265	18	17.14	17.14
19	1.265	19	17.14	17.14
20	1.305	20	17.68	17.68

APPENDIX A-17

		HOURS:
CLASSIFICATION:	Assistants	2.0 to 7.5
POSITION:	Lunchroom/Playground Assist. (Wilcox)	2.0
	Lunchroom/Playground Assist. (Bissell)	2.5
	Lunchroom/Playground Assist. (Dodge)	3.0
	Hallway Monitor	7.5
	Study Hall Monitor	7.0
	Latchkey Assistant	5.0 to 6.0
		Minimum
	Bus Attendant	4.0
WORKDAYS:	193	
	184 School Year	
	9 Paid Holidays	

Note: All Lunchroom/Playground Assistants' Day Length = 3 hours.

Index for: Assistants		1/1/2012		1/1/2013	
		Base:	Base:		
		12.74	12.74		
Step:	Index:	Step:	Wage:	Wage:	
1	1.000	1	12.74	12.74	
2	1.020	2	12.99	12.99	
3	1.040	3	13.25	13.25	
4	1.060	4	13.50	13.50	
5	1.080	5	13.76	13.76	
6	1.100	6	14.01	14.01	
7	1.120	7	14.27	14.27	
8	1.140	8	14.52	14.52	
9	1.160	9	14.78	14.78	
10	1.180	10	15.03	15.03	
11	1.180	11	15.03	15.03	
12	1.180	12	15.03	15.03	
13	1.180	13	15.03	15.03	
14	1.180	14	15.03	15.03	
15	1.220	15	15.54	15.54	
16	1.220	16	15.54	15.54	
17	1.220	17	15.54	15.54	
18	1.220	18	15.54	15.54	
19	1.220	19	15.54	15.54	
20	1.260	20	16.05	16.05	

NOTICE AND RECEIPT

I have received a copy of this notice which advises that: (a) I may be required to undergo random, unannounced Drug and Alcohol Testing; and (b) I may be required to take an unannounced Urine Test for the presence of Alcohol and/or Controlled Substances.

I further acknowledge receipt of the following information:

1. A copy of the Twinsburg City School District Drug and Alcohol Testing Policy;
2. Information on the effects of Alcohol and Controlled Substances on an individual's health, work and personal life, signs and symptoms of an Alcohol and/or Controlled Substance problems, and methods of intervening;
3. Information on Counseling/Rehabilitation Services, and Alcohol/Drug Information, and Treatment Centers;
4. I understand that the Twinsburg City School District is required to administer pre-employment, reasonable suspicion, post-accident, random, return-to-duty, and follow-up Alcohol and Controlled Substances Testing and that I am obliged to cooperate with any such tests; and
5. I acknowledge that I may be disciplined, up to and including termination for violating the Drug and Alcohol Testing Policy.

Employee Signature

Date

**CLASSIFIED EMPLOYEE
APPLICATION FOR PERSONAL BUSINESS LEAVE
(Submit in Triplicate)**

PROCEDURE:

Declaration of need for Personal Business Leave shall be made three (3) days prior to the day for which the leave is requested, except in the case of emergencies. APPLICATION FOR PERSONAL BUSINESS LEAVE MUST BE MADE TO THE BUILDING PRINCIPAL OR SUPERVISOR.

Name of Employee: _____ Date: _____

Assignment: _____ Building: _____

Date of Requested Personal Business Leave: _____, 200_____

All Day: _____ A.M. _____ P.M. _____

Application for Personal Business Leave shall be approved for the reasons listed below:

1. To appear in Court either as a litigant or witness.
2. To sign official papers dealing with a major transaction.
3. For graduation of employee's husband, wife, children, (stepchildren).
4. To attend graduation ceremonies of other immediate family members.
5. To attend a marriage ceremony in the immediate family.
6. To adopt a child when employee is required to appear before a Welfare Board or Court.
7. Employees using Personal Business Leave to attend to personal business that cannot be handled during non-working hours gives the Superintendent/designee the right to ask the employee the nature of the business.

REASON

-
8. For the practice of individual religious preferences. In addition, employees may take days without pay to fulfill these obligations.

Personal Business Leave may not be used:

1. To attend to matters that may be handled during nonworking hours.
2. To pursue outside financial gain or employment.

Personal Business Leave shall not be granted:

1. During first or last week of regularly scheduled-classes for students.
 2. Preceding or following any regularly scheduled school holiday or vacation period, or any school recess.
 3. Preceding or following all or part of employee's regularly scheduled vacation period.
 4. During Parent/Teacher Conference day(s) and school building Open House.
 5. During in-service days for classified employees.
-

Principal/Supervisor

Signature _____

Date _____

Superintendent/Designee

Signature _____

Date _____

**Twinsburg Support Staff
SICK LEAVE TRANSFER NOTICE**

_____, an employee of _____ years, who works at
(Name) (number)

_____ building is about to exhaust his/her accumulated
sick leave and has requested the transfer of sick leave from any employee willing to transfer one
or more days. It is estimated that _____ days will be needed.

Any employee wishing to transfer accumulated sick leave should complete the form below and
return it to the treasurer. A transfer which would reduce the donor employee below thirty (30)
accumulated days will not be implemented.

.....

SICK LEAVE TRANSFER AUTHORIZATION

I, _____ authorize the transfer of
_____ hours(s) (maximum forty (40) hours) of my accumulated sick leave to
_____.

Employee Signature

Social Security Number

Date

CONTROLLED SUBSTANCE & ALCOHOL TESTING POLICY
FOR SAFETY SENSITIVE POSITIONS & OTHER CLASSIFIED EMPLOYEES
WITH REASONABLE SUSPICION

A. STATEMENT OF OPERATIVE DEFINITIONS

1. Accident:

An occurrence associated with bus transportation which involves either fatality, injury requiring immediate medical treatment away from the scene, or when one (1) or more of the vehicles involved is transported away from the scene by tow truck or other vehicle.

2. Alcohol:

The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol (within any beverage, mixture, preparation, including medication).

3. Alcohol Concentration:

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by Evidential Breath Testing.

4. Medical Review Officer (MRO):

A licensed physician (MD or DO) responsible for receiving laboratory results generated by the Board's Drug Testing Program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information.

5. Performing a Safety-Sensitive Function (SSF):

A Covered Employee is considered to be performing a SSF and includes any period in which the employee is actually performing, ready to perform, or immediately available to perform such functions.

6. Prohibited Drug (Controlled Substance):

Marijuana, Cocaine, Opiates, Amphetamines or Phencyclidine.

7. Reasonable Suspicion:

A determination made by a Trained Supervisory Employee or Trained Board Designate based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

8. Safety-Sensitive Function Employee (SSF/EE):

An employee engaged in performing an employment function in which safety is of primary consideration in the act of dispensing service (Bus Drivers, Mechanics).

9. Substance Abuse Professional (SAP):

A licensed physician (MD or DO), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

B. STATEMENT OF TESTING PROCEDURES1. Controlled Substance and Alcohol Testing (CS/AT):An Overview:

The respective methodology for conducting CS/AT, and results of such respective tests, are specific in nature due to differences in:

- a. Legality issues between the use of Alcohol and Controlled Substances; and
- b. Means by which tests are conducted due to available scientific technology.

The results of testing for Alcohol or Controlled Substances are therefore different due to the specific nature of the test(s) administered. Due to these differences, the testing procedures shall be presented separately below. Description of the respective testing processes, may be facilitated by a description of the roles and responsibilities of the MRO and the SAP.

Medical Review Officer (MRO):

The MRO is the medical authority responsible for interpretation of all drug testing results from the laboratory, both to the employer and employee. The MRO is responsible for making determinations which may include:

- a. Verified Negative Drug Test;
- b. Verified Positive Drug Test;
- c. Canceled test (invalid); or
- d. Refused to submit.

(The latter being equated with a "Verified Positive Drug Test".) The MRO, after making the medical determination, may refer the Covered Employee with a Verified Positive Drug Test result to a SAP.

Substance Abuse Professional (SAP):

Functionally, the SAP is designated as the individual who makes the determination of what course of action is required prior to employee return to duty.

The role of the SAP, in relation to the employee, is neither a counselor nor a treating professional. Specifically, the SAP:

- a. Evaluates an employee who either has:
 - 1) A Verified Positive Drug Test result (referred by the MRO to the SAP);
 - 2) Engaged in prohibited use of Alcohol as evidenced by Breath Analysis; or
 - 3) Refused to be tested;
- b. Makes recommendations to the employee that the employee must follow.
- c. Reevaluates the employee to determine if recommendations have been followed, before recommending Return-To-Duty Testing.
- d. Directs the number and frequency of Follow-Up Testing.

2. Alcohol Testing:

Alcohol Testing is mandated to test Safety-Sensitive Employees for the use of Alcohol in violations of law or Federal Regulations.

- a. Regulations specifically prohibit Alcohol misuse that could affect driving performance. Employees are restricted from the use of Alcohol, including:
 - 1) Use of Alcohol on the job;

- 2) Use of Alcohol during the four (4) hours before performance of a SSF;
 - 3) Having prohibited concentrations of Alcohol in the system while performing SSFs;
 - 4) Use during the eight (8) hours following an accident; and
 - 5) Refusal to take a required test.
- b. Test Administration for Alcohol:

Evidential Breath Testing may be done by qualified personnel on site. Immediate reporting by telephone, followed up by required formal documentation, shall allow an employee with a Verified Positive Test result to be prohibited as soon as possible from performing a SSF.

1) Qualifications to Administer Alcohol Testing:

Employee Alcohol Testing is to be conducted by a trained Breath Alcohol Technician (BAT). The BAT shall utilize an Evidential Breath Testing device (EBT) from the federally-approved certified provider list. BATs shall be employed by the Board or shall be under contract with the Board. Direct Supervisory Employees of the Board shall not be permitted to administer a breath test to an employee he/she supervises.

2) Testing Site:

The testing site shall provide the employee an environment with aural and visual privacy and security during testing, or where the EBT is present. Standardized federal testing forms shall be utilized.

3) Interpretation of Test Results:

Alcohol Concentration	Interpretation
	The initial Alcohol Test considered negative. I
Initial test result greater than 0.02	Test must be confirmed by a second test using an EBT capable of printing results, date and time, a sequential test number, and name and serial number of the EBT.

4) Performance Restrictions:

The following parameters constitute the requirements of the regulations in regard to employee performance or delay of performance of a SSF. The Board shall adhere to the following requirements respective to the Alcohol Concentration Levels designated below.

Alcohol Concentration	Applicable Employee Performance Restriction
Equal or greater than 0.04	EE prohibited from performing any SSF until evaluated by SAP, completed any rehabilitation required, and tests less than 0.02.
Equal or greater than 0.02 but less than 0.04	EE prohibited from performing SSF for twenty-four (24) hours.

By Federal law, the Board must adhere to the above restrictions. The employee may request, at his/her own expense, to take a Blood Test after the second Breath Test. If the Blood Test is negative and within the time limits and regulations for blood testing, then the Board shall reimburse the cost of the Blood Test.

3. Controlled Substance Testing:

a. Regulations:

- 1) A Covered Employee may not report for duty or remain on duty during the performance of a SSF if he/she uses any Controlled Substance.
- 2) An employee may obtain certification from a physician that use of a Controlled Substance is authorized by a physician and will not adversely affect the ability to safely operate a commercial motor vehicle.
- 3) The Board may require Covered Employees to notify it of any prescription drug use.
- 4) An employee determined through testing to have been engaged in prohibited use of a Controlled Substance shall be removed from any duty that involves the performance of a SSF and be referred to a SAP.

- 5) The employee must submit a negative test result before being allowed to return to a SSF.
- b. Test Administration for Controlled Substances:
- 1) Controlled Substance Testing is done through urinalysis, which is to be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
 - 2) Urine specimens are analyzed for:
 - a) Marijuana (THC Metabolite);
 - b) Cocaine;
 - c) Amphetamines;
 - d) Opiates (including Heroin); and
 - e) Phencyclidine (PCP).
 - 3) The procedures utilized shall provide for adequate safeguards in: (a) Collection Methodology, (b) Employee Protection, (c) Test Result Validity, and (d) Assurance that test results are attributed to the correct Covered Employee.
 - 4) The Split-Sample Method of collection shall be utilized.
 - 5) Employees shall have an opportunity to identify Controlled Substances they may be lawfully using through physician prescription, before taking the test.
 - 6) If the test result of the Primary Specimen is positive, the employee may request that the MRO direct that the Split Specimen be tested in a different DHHS Laboratory.
 - 7) Action required by DOT Regulations is not stayed pending the result of the test of the Split Specimen.
 - 8) The MRO, as earlier described, shall be charged with test interpretation and reporting to both employee and employer, as well as referral to a SAP.
 - 9) At the recommendation of the SAP, treatment/rehabilitation and return-to-duty processes shall be available to the employee.

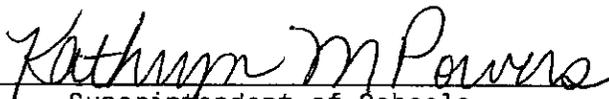
APPENDIX F

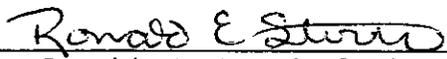
- 10) If a test of a Split Sample fails to confirm the presence of a Controlled Substance, the entire test is "cancelled" (considered invalid).

CERTIFICATE
(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED that the School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

BY: 
Treasurer

BY: 
Superintendent of Schools

BY: 
President, Board of Education

DATED: 7/18/12