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**CUYAHOGA VALLEY CAREER CENTER**

**2012-2015**

**AGREEMENT**

STATE OF OHIO  
DEPARTMENT OF REVENUE  
2013 OCT 15 PM 3:56

**Between the**

**Cuyahoga Valley Career Center  
Board of Education**

**and the**

**Ohio Association of Public School Employees,  
AFSCME/AFL-CIO, and its Local 597**

**July 1, 2012**

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## SECTION 1. STATEMENT OF PURPOSE

- A. The Board of Education of the Cuyahoga Valley Career Center (hereinafter referred to as the "Board") and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local 597 (hereinafter referred to as "union" or "OAPSE") do hereby agree that it shall be the ultimate objective of the parties to continue to foster a harmonious relationship between them so that the needs of the students and community may be served and the District's Mission Statement and goals of the Strategic Plan and Management Reorganization may be implemented.
- B. The parties agree that relative to those areas of agreement culminating in a final document then subsequently ratified, i.e., the membership of the OAPSE and the Board, the parties shall then enter into written agreement which shall be binding as a legal contract between them.

## SECTION 2. NON-DISCRIMINATION

- A. The Board and OAPSE agree not to discriminate against any employee on the basis of race, religion, color, creed, national origin, age, sex, marital status or disability.
- B. The Board and OAPSE expressly agree that membership in OAPSE is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

## SECTION 3. RECOGNITION

- A. The Board recognizes the Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO (OAPSE) and its Local 597 as the sole and exclusive negotiation agent for all full-time and regular part-time employees of the Board in the classifications of Educational Aide (Paraprofessional Aide), Maintenance, Custodian, Administrative Assistants I, II and III, (including the Administrative Assistant to the Director of Curriculum should said Director position, or substantially similar position, later be reinstated) Media Specialist, Central Supply, Cafeteria, Network Specialist and Computer Technician but excluding all other employees of the Board including all Central Office Staff (including but not limited to Administrative Assistants to the Superintendent, Assistant Superintendent, Treasurer and Business Manager, Personnel Assistant, Treasurer's Assistant/Payroll, Accounts Payable and Accounts Receivable), Career Specialists/Business Liaisons, Communications Specialist, and all professional employees, confidential employees, management level employees, supervisors as defined in Ohio Revised Code (ORC) §4117.01 including but not limited to the Maintenance Supervisor and Cafeteria Manager, substitutes, temporary employees, seasonal employees, casual employees and regular part-time employees working less than five (5) hours per week. A full-time employee for purposes of this agreement is an employee scheduled to work in any one position at least twenty-eight (28) hours per week.
- B. The exclusive recognition of OAPSE Local 597 shall be for the duration of this Agreement and shall be automatically renewed unless a Petition is filed during the terms of the existing Agreement and only then if it is filed more than ninety (90) days but not more than one hundred twenty (120) days before the termination date of the Agreement.

- C. The recognition of a classified employee in a classification created subsequent to the beginning date of this Agreement shall be the subject to the further negotiation of the parties. A change in recognition for successor Agreements shall be in accordance with ORC Chapter 4117 and other applicable laws.

#### SECTION 4. NEGOTIATION PROCEDURES

- A. Either the Board or OAPSE may initiate negotiations by serving written notice to the Superintendent on behalf of the Board, or the OAPSE President on behalf of the Union, not more than ninety (90) days nor less than sixty (60) days prior to the expiration of this Agreement. The party initiating negotiations will notify SERB with a copy of the existing Agreement (unless one has been previously provided), copying the other party with such communication.
- B. The first negotiating session will be held within fifteen (15) days of the date on which the notice to negotiate was filed by either party. At the first session and before proposals are exchanged the participants shall establish the guidelines of procedure and agenda under which the meetings will be governed during that term of negotiations. Once proposals have been exchanged, and an agenda set, no new items may be added by either party except through mutual agreement.
- C. During negotiations, the Board and OAPSE will present relevant data, exchange points of view and make proposals and counter proposals. All public records will be made available to OAPSE upon reasonable request, in writing, during normal business hours. OAPSE will make available to the Board negotiators any information or documents which are intended for release to parties other than a member, a Union committee, or other general membership of the Union.
- D. The spokesperson of either side may caucus his/her team for independent discussion at any time. Caucuses will not exceed thirty (30) minutes unless mutually agreed.
- E. Good faith requires that the Board and OAPSE be willing to react to each other's proposals in the same fashion as the proposals are submitted by either party. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Neither party shall be compelled to agree to a proposal; nor is either party required to make concession.
- F. During negotiations, items tentatively agreed shall be reduced to writing and initialed by representatives of each negotiating team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.
- G. Every effort will be made to conclude negotiations forty (40) days prior to the expiration of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.
- H. If either party declares impasse, the parties shall request that Federal Mediation and Conciliation Services (FMCS) appoint a federal mediator for the purpose of assisting the parties.
- I. Negotiating sessions between the Board and OAPSE shall be closed to the press and the public. During each negotiating session, the total number of persons representing OAPSE shall not exceed four (4) members and one (1) OAPSE representative; the Board team shall not exceed five (5) in number. Each party shall have the right to

designate two (2) alternates. The names of the Board and OAPSE team members and alternates shall be exchanged prior to the first negotiation session.

- J. The mutually agreed dispute settlement procedure herein supersedes the procedure set forth in ORC Chapter 4117.

#### SECTION 5. NO STRIKE CLAUSE

- A. During the duration of this Agreement, neither OAPSE, its agents, or the classified personnel represented by OAPSE shall engage in, assist in, sanction or approve any strikes, slow-downs, withholding of services, so called "study days" or any other concerted effort which interferes with, impedes or impairs the normal operation of the District.

#### SECTION 6. OAPSE RIGHTS

- A. The OAPSE field representative may consult with employees in the bargaining unit before or after the completion of the workday and shall be permitted access to work areas for such purposes after obtaining approval from the Supervisor or designee. If an OAPSE field representative or local OAPSE officer desires to meet with an employee during the workday to discuss union business such as processing a grievance or attending a disciplinary hearing, at a time which would not unreasonably interfere with an employee's performance of his/her duties, permission must be obtained from the Supervisor or designee, and if permission is granted, reasonable time for the purpose of the discussion will be accommodated.
- B. OAPSE's local chapter may use without charge appropriate bulletin boards, mailboxes, email boxes, email system and the school mail system for the posting or transmission of information or official notices of activities of OAPSE.
- C. The OAPSE President will be given a complete hire date seniority list at the beginning of the school year and advised of any Board action relating to the hiring of new classified employees during the school year and effective date of employment. The OAPSE President shall also be given a copy of all postings and the Board Agenda three (3) days prior to the Board Meeting.
- D. The Board agrees to permit two (2) authorized delegates of the local OAPSE chapter up to a maximum of three (3) school days with pay to attend the OAPSE Annual Conference, provided however that no more than one (1) employee per department shall be allowed to attend at the same time. Not more than two (2) officers of the local OAPSE chapter may attend the Northeast District meeting held on NEOTA day without loss of pay but without travel reimbursement. These days will be considered professional leave.

#### SECTION 7. UNION SECURITY

- A. OAPSE recognizes its obligation to fairly and equitably represent all employees whether or not they are members of OAPSE. The Board and OAPSE agree that there will be a fair share fee provision in accordance with ORC §4117.09 except that the provisions of this Article shall not apply to those employees who on March 15, 1998 were not members of OAPSE.

- B. The notice of the amount of annual fair share fee, which in no event shall exceed 100% of the dues of OAPSE, shall be transmitted by OAPSE to the Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. OAPSE shall also transmit to the Treasurer by October 5, the names of the employees who have elected not to join OAPSE (those paying the fair share fee). The Treasurer will deduct the fair share fee from the paychecks of employees who elect not to join OAPSE as soon as practicable following completion of the employee's probationary period. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year. The monies so deducted shall be forwarded to the appropriate treasurer, i.e., State union dues shall be forwarded to the State union treasurer and local dues shall be forwarded to appropriate legal treasurer.
- C. The Treasurer shall inform OAPSE when there is a newly hired member of the bargaining unit after the school year begins within five (5) calendar days of the employee being hired. If the employee elects not to join OAPSE, then OAPSE shall inform the Treasurer of that within thirty (30) days of that employee's date of hire and shall also inform the Treasurer as to that employee's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence as soon as practicable following completion of the probationary period.
- D. It shall be the responsibility of OAPSE to prescribe an internal procedure to determine a rebate for non-members, which conforms to the provisions of ORC §4117.09. No employee is required to become a member of OAPSE.
- E. OAPSE on behalf of itself, the AFL-CIO and any and all other parent or affiliated organizations, agrees to indemnify, defend and hold harmless the Board, its designees, the Superintendent and Treasurer from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision.
- F. Upon written authorization by the employee, the Board agrees to make PEOPLE deductions and to submit said deductions to the OAPSE state office on the same schedule as dues monies are submitted.

#### SECTION 8. MANAGEMENT RIGHTS

- A. The Board and OAPSE recognize that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Ohio and of the United States, including specifically but without limitation the right to:
  - 1. 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 District, standards of services, its overall budget, utilization of technology, and organizational structure.
  - 2. Direct, supervise, evaluate or hire employees.
  - 3. Maintain and improve the efficiency and effectiveness of the District's operations.
  - 4. Determine the overall methods, process, means, or personnel by which the District's operations are to be conducted.

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
  6. Determine the adequacy of the work force.
  7. Determine the overall mission of the District.
  8. Effectively manage the work force.
  9. Take actions to carry out the mission of the District.
  10. Manage and control the properties and facilities of the District.
- B. The exercise of these powers, rights and authority, duties and responsibilities by the Board and the adoption of policies, regulations and rules as it may deem necessary; and the use of judgment and discretion therewith, shall be limited only by the specific and expressed terms of this Agreement, the Constitution and laws of Ohio, and the Constitution and laws of the United States.

#### SECTION 9. CONTRACTS

- A. The contractual status of employees in the bargaining unit shall be in compliance with the provisions of ORC §3319.081 and §3319.083 except as modified herein below.
- B. Newly hired employees shall be on probationary status for the first year of their employment. During the first ninety (90) days, new employees shall not be eligible for insurance benefits unless approved by the Superintendent at his or her sole discretion. A probationary employee, within the first ninety (90) days of his or her probation, may purchase, at the employee's cost, the Board-offered health and life insurance benefits provided, however, that the rules of the insurance company authorize same.
- C. The Board may suspend, lay-off or discharge with or without cause with no obligation to reinstate during the probationary period. After successful completion of the probationary period, the employee shall be granted a written contract in accordance with ORC §3319.081. The duration, renewal and/or non-renewal of this and subsequent contracts shall be in accordance with the ORC.

#### SECTION 10. EMPLOYEE ASSIGNMENT

- A. Employees covered by this Agreement shall work under a job description as established by the Board. The Board will maintain a record of all job descriptions as developed or revised for all employees covered by this Agreement. The OAPSE President shall be furnished with a copy of the job descriptions of each classification under the terms of this Agreement. Each employee shall be provided with an up-to-date copy of his/her job description. Employees will be assigned duties as determined by the discretion of the employee's supervisor, Superintendent and/or designee.
- B. Employees required to work out of their classification and in a higher classification for more than thirty (30) consecutive workdays shall be paid at the higher classification rate of pay for each hour that the employee performs any duties of the higher classification after the thirty (30) consecutive days. The employee will be paid at the lowest step level of the higher classification which results in an increase in rate for the employee.

## SECTION 11. FILLING VACANCIES. TRANSFERS, PROMOTIONS

### A. Job Postings.

1. When a vacancy occurs in a job covered by this Agreement, and the Board elects to fill it, a notice of such vacancy shall be posted for a period of five (5) business days.
2. The notice of vacancy will be emailed to the members.
3. The posting will include the anticipated hours, classification, rate of pay and any testing requirements.
4. A job description for the vacant position shall be available for interested employees.

### B. Filling Vacancies.

1. When a position has been posted, employees who wish to apply and who meet the posted qualifications shall submit a letter of interest and shall be granted an interview.
2. The employee's immediate supervisor will be consulted regarding the employee's job performance, and all written evaluations, recommendations and reports found in the employee's personnel file at the time of the vacancy posting will be considered in the selection process.
3. Full consideration will be given to current employees prior to hiring outside candidates. The Board shall not interview outside candidates prior to interviewing all interested and qualified internal candidates.
4. When, in the opinion of the Superintendent or his/her designee, all candidates are equally qualified, an employee of the District shall be appointed to fill the vacancy.
5. When, in the opinion of the Superintendent or his/her designee, two (2) or more internal candidates are equally qualified, the employee having the greater system seniority shall be appointed to fill the vacancy.
6. The Superintendent reserves the right to fill or not fill a vacant position.

### C. Promotions.

1. Any advancement to a position that has a higher maximum salary shall constitute a promotion.
2. Newly promoted employees shall serve a probationary period of thirty (30) working days. Employees may be returned to a position in their former classification if the promotional probationary period is deemed to be unsatisfactory by the employer.
3. Employees promoted within the same classification series will be placed on the same step in the salary schedule as they currently receive.

4. Employees promoted to a new classification series will be placed on the lowest salary step that results in an increase in pay. Experience may be granted for identical outside work experience at a rate of one (1) year for each year worked. Experience may be granted for like outside work experience at a rate of one (1) year for every two (2) years worked. Evaluation and approval of this credit shall be made by the Superintendent or designee, in his/her sole discretion, and shall be considered either at the time of initial employment or after the completion of the probationary period.
5. The promoted employee may elect to return to his/her previous position within the first ten (10) working days of the probationary period. After the ten (10) working days, he/she may return to his/her previous position during the probationary period provided the position has not been filled.

D. New Employment.

1. Newly hired employees shall serve a probationary period as set forth in Section 9, during which time the employee may be released at any time with or without cause. During the probationary period the District will evaluate efficiency, conduct, skills and integrity to determine if the employee will be retained.
2. New employees shall have no seniority during the probationary period.
3. Employees retained beyond the probationary period shall have system seniority computed as of the date of hire.
4. Probationary employees will not be eligible for Board paid insurance benefits except as otherwise set forth in Section 9.
5. New regular employees may be allowed credit for experience up to and including Step 8 of the salary schedule. Evaluation and approval of this credit shall be made by the Superintendent or designee, in his/her sole discretion, and shall be considered either at the time of initial employment or after the completion of the probationary period.

E. Lateral Transfers.

1. A lateral transfer is the movement of a regular employee from one position to another in the same classification.
2. The Superintendent or his/her designee reserves the right to make lateral transfer assignments as he/she deems appropriate for the District.

F. Temporary/Seasonal Employees.

1. The Superintendent or designee shall have the right to hire substitutes, casual labor, seasonal employees or other employees on a temporary basis and the provisions of this Agreement shall not apply to those employees. A substitute, temporary, casual or seasonal employee may not work more than six hundred (600) hours in any calendar year. This section shall not apply to students enrolled in a high school program. This section is not intended to replace regular members of the bargaining unit but rather is intended for the District's temporary, casual and instructional needs.

G. Additional Hours.

1. If additional hours are added to a specific position, the current employee in that position shall be offered the additional hours.
2. If the current employee refuses the additional hours, then another bargaining unit employee who meets the qualifications will be considered for the additional hours provided time is available in his/her workday.
3. The Board reserves the right to add or not to add additional hours.

H. Appointment Obtained by Fraud. An appointment found to have been obtained through fraud or material misrepresentation is void ab initio (from the beginning) and a position obtained in this manner shall be deemed to be vacant.

I. Dual Employment. Employees covered by this Agreement shall be given consideration for second positions within the District provided the employee meets all the following criteria in advance of the employee's application:

1. Completes all the requirements of the primary position.
2. Determines from the Administration that there would be no conflicts in scheduling and otherwise assure that the jobs do not conflict.
3. Has demonstrated skills for the second position as documented in the employee's personnel file.
4. Establishes that the second position will not result in the employee obtaining fringe benefits he/she is not now receiving.
5. For purposes of determining benefit entitlement, the hours of the second position will not be counted.

SECTION 12. EVALUATION

- A. The Administration may choose to utilize an instrument to evaluate an employee's job performance. This evaluation will apply uniform standards for all employees within a given classification. Evaluations shall normally be completed by April 15 and may include a goal-setting conference with employer and employee input. Additionally, an employee may request an interim evaluation. The request must be made in writing before December 1. The absence of an interim evaluation will not prevent the Administration from imposing performance-based discipline.
- B. Should an employee be found deficient in a given area, the evaluator will provide specific suggestions and/or instructions for improvement of the employee's job performance. Evaluations are intended to assist the employee in improving his/her job performance and will not be used as a means to discipline employees but may be considered in cases of discharge and promotion.
- C. All employees shall acknowledge the evaluation by signing it. The signature of the employee means that the evaluation has been reviewed by the employee and the evaluator. It does not imply agreement with any, all or part of the evaluation. Any employee may file a rebuttal to an evaluation and have it attached to it. A supervisor with

a rebuttal shall have copies of same delivered to the Superintendent. The contents of the evaluation are not grievable. A copy will be given to the employee.

## SECTION 13. GRIEVANCE PROCEDURES

### A. Definitions.

1. Grievance – is an alleged violation of, misinterpretation of, or misapplication of the terms of this Agreement.
2. Grievant – shall be an individual employee of the bargaining unit or the Union acting on its own behalf or on behalf of the employees of the bargaining unit.
3. Days – shall mean calendar days exclusive of recognized legal holidays.
4. Rights of Grievant – the lodging and resolving of grievances shall be the right of each employee of the bargaining unit and the Union acting on its own behalf or on the behalf of employees of the bargaining unit. However, the resolution of any grievance shall not be inconsistent with the terms of this Agreement.
5. Supervisor – shall include the employee's immediate supervisor as well as a designee in the immediate supervisor's absence.

### B. Procedure.

1. Informal Step – If an employee believes there is a basis for grievance, the employee is encouraged to first discuss the matter with the immediate supervisor or other involved administrator in an effort to resolve the problem informally.
2. Step I – A grievant shall file a written grievance (Appendix A), clearly setting forth all reasons for the grievance, with his/her immediate supervisor within twenty-five (25) days following the act or condition which is the basis for the grievance. The grievance shall contain, at a minimum, the date of the alleged violation(s), the section of the Agreement claimed to be violated and a reasonably complete description of the circumstances giving rise to the grievance. The supervisor shall, within ten (10) days following the filing of the written grievance, deliver to the grievant and the Grievance Representative a completed Grievance Decision Form (Appendix B) on which he/she shall have clearly set forth the reason for his/her decision. The supervisor, in lieu of delivering a Grievance Decision Form, may request, in writing, additional information or clarification of the grievance. The grievant shall have ten (10) days following receipt of the request to furnish the information and/or clarification or explain why such additional information or clarification is not reasonably possible. Thereafter, the supervisor shall, within ten (10) days, deliver to the grievant and the grievant's representative a completed Grievance Decision Form (Appendix B) on which he/she shall have clearly set forth the reason for his/her decision. If the grievant is not satisfied with the disposition of the grievance at Step I, he/she may, within ten (10) days of receiving the Step I answer, proceed to Step II.
3. Step II – If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant he/she may appeal, in writing (Appendix A), to the Superintendent. A hearing shall be conducted by the Superintendent within ten (10) days after receipt of the appeal. The Superintendent shall, within ten (10) days following the hearing, remand the matter back to Step I of the grievance

process if the Superintendent believes that additional information or other circumstances warrant further consideration at that step, or deliver to the grievant and the Union Grievance Representative a completed Grievance Decision Form (Appendix B) on which he/she shall have clearly set forth the reason(s) for his/her decision. In the event the Superintendent remands the grievance back to Step I, the supervisor shall reconsider the grievance and respond to the grievance within ten (10) days. The Superintendent may only remand a particular grievance once for reconsideration.

4. Step III

- a. If the grievant is not satisfied with the disposition of the grievance at Step II he/she may request the Union to demand a hearing before an arbitrator.
- b. The Union shall review said request with its grievance committee.
- c. The Union shall file such demand for arbitration with the American Arbitration Association within thirty (30) days after receipt of the written disposition at Step II, and provide a copy of said demand to the Superintendent.
- d. The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- e. The arbitration level of the grievance procedure shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- f. After filing the demand for arbitration, but before any hearing thereon, either party may request that the grievance be mediated pursuant to rules and guidelines of the Federal Mediation and Conciliation Service. Any party who rejects a request by the other for mediation shall bear the cost of the arbitrator should the arbitrator's decision be adverse to that party; otherwise the costs of the arbitrator shall be borne by both parties equally.
- g. The decision of the arbitrator shall be rendered as promptly as possible and shall be binding on all of the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the Agreement.

C. Miscellaneous.

1. Failure of Administrator to Respond – should the appropriate administrator fail to act within the prescribed time limitation, the grievance will move to the next level.
2. Serious Grievance – any grievance involving the suspension, demotion or termination of an employee may be initiated at Step II within twenty-five (25) days following the act or condition which is the basis for the grievance.
3. Grievant's Right to Representation – the grievant shall have the right to have a representative present at all conferences/hearings, above the informal level, which are part of this procedure.

- a. If, in the opinion of the parties, extension of the timelines set forth in these grievance procedures would facilitate resolution, they may extend said timelines in writing signed by all parties provided that the original deadline for said action has not expired.
4. Union's Right to Representation — the Union shall have the right to have a representative present at all conferences/hearings. Said Union Representative shall be allowed to speak for the Union regarding the grievance and any proposed resolution of the grievance.
5. Confidentiality of Grievance Files — all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file or included in any other record pertaining to the individual grievant.

#### SECTION 14. DISCIPLINE PROCEDURE

- A. The Union recognizes the Administration's right to discipline employees who have completed the initial probationary period for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature although the parties recognize that, depending on the seriousness of the violation, any of the disciplinary actions described below, including discharge, may be warranted for a single or first offense.
- B. Penalties for disciplinary action include:
  1. Oral reprimand
  2. Written reprimand
  3. Suspension
  4. Demotion
  5. Dismissal
- C. Employees are entitled to Union representation at any meeting where disciplinary action reasonably may be taken.
- D. No employee will be suspended, demoted or discharged without a hearing by the Superintendent or designee unless the employee waives his/her right to a hearing in writing. Employees are entitled to Union representation at any such hearing for suspension, demotion or discharge. An employee may, however, be suspended with pay pending the hearing. Notice of the hearing for suspension, demotion or discharge will be given to the local Union President and the employee at least five (5) working days prior to the day of the scheduled hearing. Such notice shall contain a reference to the rule or rules violated by the employee for which such discipline is imposed, and will reasonably describe the time and place of the event or events giving rise to the discipline.
- E. Causes for discipline shall include, but are not limited to:
  1. Excessive absenteeism or tardiness.
  2. Incompetence or inefficiency.

3. Misconduct toward other employees or officials or the public.
  4. Insubordination or other failure to obey any lawful and reasonable rule, regulation, or direction.
  5. Solicitation or acceptance of any valuable given in hope or expectation of favored treatment.
  6. Willful or negligent conduct which causes waste or damage to public property.
  7. Conduct unbecoming an employee of the School District.
  8. Absence without leave.
  9. Refusal to terminate outside employment which is incompatible with or detrimental to job performance or is a discredit to the School District.
  10. Strong evidence of violation of a felony statute where retention of such employee is not in the public interest.
  11. Misuse or abuse of sick leave. For purposes of this section, absence for more than three (3) consecutive days without a doctor's slip shall constitute misuse of sick leave.
  12. Theft of school property or property not belonging to the employee.
  13. Material misrepresentation in obtaining a position or benefit of employment.
- F. Only disciplinary action involving the demotion, suspension or termination of an employee shall be subject to grievance procedures contained herein. Notwithstanding any other provision herein, in any matter involving demotion, suspension or termination, the grievant shall be required to submit to the grievance process all claims he or she may have with respect to the action taken regardless of the nature of the claim and the grievant hereby waives the right to bring any such matter to court or other administrative agency or tribunal, it being the intent of the parties that all such matters be resolved through the grievance process culminating in binding arbitration.
- G. Any employee who has been dismissed or who resigns in bad standing shall be removed from all eligibility lists. To resign in good standing, an employee must submit a written resignation to the Business Manager at least two (2) weeks prior to the date the employee intends to leave. This two- (2-) week notice requirement may be waived by the employer.

#### SECTION 15. SUB-CONTRACTING

- A. During the term of this Agreement, the Board may subcontract work, but if any non-emergency work is subcontracted which is normally and regularly done by bargaining unit employees, then the OAPSE President shall be notified and the bargaining unit employees will have an opportunity to submit a proposal to do the work by means of overtime and otherwise. The decision of how the work will be done will be within the discretion of the Superintendent or designee who will base his/her decision on operational and/or financial considerations.

## SECTION 16. REDUCTION IN FORCE

- A. The Board may reduce personnel or hours through layoffs, the abolishment of positions, or similar measures. The Board may take such action for any reason it determines necessary, including, but not limited to, lack of work, lack of funds, termination of programming, or other considerations.
- B. When taking action to implement a reduction of personnel or hours, the Board shall specify the reason necessitating the reduction. The employee whose position or hours are being affected shall be provided with written notice of the Board's action.
- C. For the purpose of reductions, layoffs, or recall, the Career Center's then current job classifications shall be used. Employees in the affected classification will be reduced on the basis of seniority. Employees shall not have the right to displace or "bump" employees in another job classification.
- D. Seniority shall be defined as follows:
1. The length of continuous employment by an employee of the Board, as computed from the employee's beginning date of work. Work as a substitute employee prior to being a regular employee shall not be counted toward seniority.
  2. Leaves of absence granted by the Board shall not be counted toward seniority, nor shall they break any accumulated seniority.
  3. In cases of identical seniority, the date of the Board of Education meeting at which the employee was hired shall determine his/her position on the seniority list. If there is still identical seniority, the date of the employee's initial application will determine his/her position on the seniority list. The third tiebreaker will be the employee's date of entry into his/her classification. If a tie continues, the position on the seniority list will be determined by a flip of the coin. The local OAPSE President shall have the opportunity to be present for the coin flip.
- E. Employees who have been laid off shall be placed on a recall list. Employees on the recall list will have the opportunity to be placed in an opening which occurs in the same classification the employee formerly held at the time the employee was laid off. The order of recall shall be determined on the basis of greater seniority, as defined above. Notice of recall shall be emailed and sent to the employee by certified mail to the last email and mailing address provided by the employee to the Treasurer's office. The period of recall eligibility shall continue for twenty-four (24) months from the date of layoff. An employee shall remain eligible for recall unless:
1. The time limit for recall has expired; or
  2. The employee resigns; or
  3. The employee accepts or declines recall to the same job classification from which the employee was laid off; or
  4. The employee fails to respond to a recall notice within ten (10) calendar days of receipt or attempt of delivery to the employee's last known residence.

- F. Upon return to service, the employee shall be credited with all back seniority. However, the period of layoff shall not be counted within that earned seniority total. Experience credit will not be granted for the period of layoff.

## SECTION 17. WORKING CONDITIONS

- A. Workday. The normal workday for full-time employees in the classifications of Maintenance, Custodial, Central Supply, Administrative Assistant and Technician shall be eight (8) hours. The normal workday for full-time employees in the classification of Educational Aide shall be seven and one-half (7½) hours. The normal workday for all other employees, including part-time employees, shall be as determined by the Superintendent or designee. The Board reserves the right not to fill full-time positions while at the same time hiring part-time employees.
- B. Workweek. The normal workweek shall be Monday through Friday. The Superintendent or designee shall have the authority to establish and modify the specific work schedules of each of the District's employees, including those covered by this agreement. While the Superintendent or designee may adjust the workday without notice, reasonable notice of one (1) week shall be given to employees who are moved from one shift to another shift for a week or more. For purposes of this Section, a change in the shift means the employee shall have a change in shift differential pay pursuant to Section 18.
- C. Overtime. Employees who work more than eight (8) hours per day or more than forty (40) hours in a week will be paid at time and one-half (1½) their hourly rate for the additional hours. For purposes of this subsection, the week shall be defined as beginning at 12:01 a.m. on Sunday and ending at Midnight on Saturday. For purposes of this subsection, vacation and calamity days shall be considered hours worked but sick leave and personal leave shall not be considered hours worked. Overtime will be paid only if approved in advance by the employee's Supervisor, the Superintendent or designee. An employee called in for overtime which is not adjoining his/her regular work hours will be guaranteed at least two (2) hours.
- D. Sunday Work. Any employee who is required to work on Sunday shall be paid twice (2) his/her hourly rate. This does not apply to the normal Sunday starting hours of the third shift employees.
- E. Duty-Free Lunch Period. Reasonable accommodation will be made for lunch for full-time employees who shall be given a forty-five (45) minute lunch period, thirty (30) minutes of which shall be unpaid and duty-free. During non-school days, the lunch period may be extended by the Business Manager or designee to a one (1) hour unpaid duty-free lunch hour, unless the Administration has implemented a substitute schedule, in which case, the unpaid duty-free lunch shall be consistent with the substitute schedule. Lunch periods and breaks for each individual shall be at the times as scheduled by the Business Manager and/or Supervisor.
- F. Summer Schedule. If the Superintendent or designee determines it is advisable to modify work schedules for the summer, the summer schedules will be announced no later than the first Monday following the last day of school for that school year. The schedules may vary from classification to classification, but the number of hours shall be uniform. The Superintendent reserves the right to return the work schedules to the regular day and workweek.
- G. Surveillance Equipment. The Union shall be notified of the installation of any surveillance equipment.

## SECTION 18. SHIFT DIFFERENTIAL

- A. When the Superintendent or designee has established a second or third shift (beginning on or between the hours of 3:00 p.m. and Midnight), the hourly rate shall be increased by six percent (6%) for work performed during those shifts by those employees assigned to said shifts.
- B. When the Superintendent or designee has established a shift to begin between the hours of 12:00 p.m. (Noon) and 3:00 p.m., the hourly rate shall be increased by three percent (3%) for work performed during said shift by those employees assigned to said shift.
- C. Employees whose regular starting time begins during the first shift shall not be entitled to a shift differential.
- D. The shift differential shall be paid for sick days, personal days and holidays if the employee would have been entitled to the shift differential had he/she worked on those days. The shift differential will not be paid for overtime or vacation days.
- E. When the building is open to the public, at least one (1) Maintenance or one (1) Custodial employee shall be on duty.

## SECTION 19. INSURANCE COVERAGE

### A. Group Health Insurance.

- 1. Spousal Insurance. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer or public retirement plan sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer or public retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

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

2. Option not to Participate. Any employee not electing to participate in the current health coverage, or any part of the coverage, shall have a sum of twenty-five percent (25%) of the Board's cost of the coverage not used put into a Board-approved tax deferred annuity, or, at the employee's election, paid as compensation.
3. Hospitalization, Major Medical and Prescription Drug Insurance Plan Offering. The Board shall offer each employee a choice of two (2) managed care plans which shall consist of hospitalization, major medical and prescription drug insurance at comparable levels as follows:

Plan A (Super Med Plus administered through Suburban Health Care Consortium):  
Currently provided hospitalization and major medical benefits  
Prescription drug plan Rx7 (\$5 generic/\$25 brand)

Plan I (Ideal Plan administered through Suburban Health Care Consortium):  
In-Network Co-Insurance – 90/10  
Office Visit Co-Pay – \$15  
Prescription drug plan Rx7 (\$5 generic/\$25 brand)

Plan A Employee Premium Contributions: Those choosing to enroll in Plan A shall contribute the following monthly premium amounts:

For the 2012-13 plan year: \$50 single coverage; \$100 family coverage  
For the 2013-14 plan year: \$50 single coverage; \$100 family coverage  
For the 2014-15 plan year: \$60 single coverage; \$120 family coverage.

Plan I Employee Premium Contributions: Those choosing to enroll in Plan I shall contribute the following monthly premium amounts:

Employees earning \$35,000 or less in base salary:

For the 2012-15 plan years: \$0 single coverage; \$0 family coverage

Employees earning more than \$35,000 but less than \$45,000 in base salary:

For the 2012-15 plan years: \$5 single coverage; \$10 family coverage

Employees earning \$45,000 or more in base salary:

For the 2012-15 plan years: \$10 single coverage; \$20 family coverage

All employee contributions shall be through payroll deduction to the extent authorized by law.

4. Enrollment. Each employee will be able to enroll in either Plan A or Plan I each year. The Insurance Enrollment period is thirty (30) days following employment during the insurance year. All employees will complete insurance forms as required but not less than one (1) time per year except that all employees are required to update insurance data within ten (10) days before or after a change in status occurs. If a change in status occurs and the District is not notified in writing, the employee is responsible for the greater of the value of the premium or the claims. Any current Cuyahoga Valley employee covered through the insurance program of a family member who no longer qualifies for insurance coverage will be enrolled in the Cuyahoga Valley Program at the beginning of the next premium month. New employees who qualify will be enrolled in the MCO either Plan A or Plan I at the beginning of the next premium month.
5. Workers' Compensation Claims. Cuyahoga Valley employees must submit medical expenses through the Workers' Compensation Program for all covered claims. The District, in its sole discretion, may waive the requirement that the employee file for Workers' Compensation benefits although nothing herein shall be construed to prevent the employee from filing for Workers' Compensation benefits. The employee who is injured in a covered claims area of the Workers' Compensation Program must notify the doctor and/or hospital that the injury will be covered by this program during the admission or office admittance process. The Cuyahoga Valley Insurance Program reserves the right to refuse payment for all such claims.

Family members who are eligible (regardless of whether the coverage is bought) for Workers' Compensation Coverage in a covered claim area will not be reimbursed for any expenditures under the Cuyahoga Valley Insurance Program.
6. Retirees. Employees or family members who are covered by an insurance program through any retirement system will only be eligible for non-covered areas (such as dental or vision).

B. Co-Payment Pool

1. Employees may elect to have a minimum of Ten Dollars (\$10.00) per pay deducted and placed in this pool. The Board shall match Ten Dollars (\$10.00) per pay for each participating employee. Any employee not enrolled in either Plan A or Plan I shall have an additional and separate deduction from his or her pay in an amount equal to the cost of the plan administration attributable to the

employee. The Board shall pay the cost of plan administration for those employees who are enrolled in either Plan A or Plan I.

2. These funds will be distributed among employees by deposit to a medical reimbursement account (MRA), dependent care reimbursement account (DCRA) or both, at the election of the employee and in accordance with the plan as is currently in effect.
  3. Any funds which are unused at the end of the plan year will be credited back to the fund and redistributed to employees who participate in the plan in the subsequent year.
  4. These funds will be administered and distributed in accordance with the regulations which govern the administration of IRS Code Section 125.
- C. Dental and Vision Insurance. Provided the employee is enrolled in either Plan A or Plan I, and subject to the provisions of Section (A)(1) above, the Board shall pay one hundred percent (100%) of the cost of Dental and/or Vision insurance coverage at comparable levels as the coverage as set forth in the current Dental and/or Vision insurance coverage offered by the Board.
- D. Life Insurance. The Board shall provide life insurance coverage in the amount of Fifty Thousand Dollars (\$50,000.00) for each full-time employee of the bargaining unit. This life insurance will include double payment provisions for accidental death and dismemberment ("AD&D") if such provisions are available from the carrier.
- E. Insurance Study Committee. An insurance study committee shall be formed which is advisory to OAPSE and the Administration. If the hospitalization/major medical insurance premium increases, the insurance committee will study the problem and make a recommendation to the Board and to the bargaining teams. The purpose of this committee is to "troubleshoot" concerns with present insurance coverage along with obtaining information about alternative insurance concepts, plans, carriers, etc. in an effort to present options to effectuate cost containment. The committee shall be comprised of two (2) administrative representatives (appointed by the Superintendent) and two (2) OAPSE representatives (appointed by the OAPSE President) and shall meet as needed.
- F. Section 125 plan for part-time employees.
1. Employees not eligible for the co-payment pool may elect to have a minimum of Ten Dollars (\$10.00) per pay deducted and placed in a cafeteria plan to be established and maintained by the Board. Monthly administrative fees for this plan are to be paid by the Board.
  2. Any funds which are unused at the end of the plan year will be credited back to the fund and redistributed to employees who participate in the plan in the subsequent year.
  3. These funds will be distributed in accordance with the regulations which govern the administration of IRS Code Section 125.

## SECTION 20. SALARY

A. The salary of each employee shall be stated in the employee's contract and/or salary notice. There shall be no increases in salary during the life of this contract. Additionally, current employees shall remain at the step they were on as of June 30, 2012 for the duration of this agreement. Employees hired on or after the execution of this agreement shall be placed on the appropriate step pursuant to this agreement and shall remain at that step for the duration of the agreement. The amount of the salary is established pursuant to the Salary Schedules attached hereto as Appendix C. The classifications set forth in the schedule shall be in the series as follows:

1. Series I: Aide

Classification A: Educational Aide

2. Series II: Maintenance/Custodial

Classification A: Maintenance Worker

Classification B: Custodian

3. Series III: Administrative Assistant

Classification A: Administrative Assistant I

Classification B: Administrative Assistant II

Classification C: Administrative Assistant III

4. Series IV: Media

Classification A: Media Specialist

5. Series V: Central Supply

Classification A: Central Supply Worker

6. Series VI: Cafeteria

Classification A: Cafeteria Worker

7. Series VII: Technician

Classification A: Network Specialist

Classification B: Computer Technician

## SECTION 21. MILEAGE AND TRAVEL EXPENSE

A. All mileage accumulated for authorized District business by an employee covered by this Agreement shall be reimbursed at the current rate established by the Internal Revenue Service.

B. Expenses incurred by an employee in connection with Board authorized travel shall be reimbursed in accordance with Board policies and guidelines.

## SECTION 22. TRAINING/EDUCATION

- A. Training. The cost of any training, classes, schooling, physicals, licenses or workshops required by the Board shall be paid by the Board.
- B. Tuition Reimbursement. The Board agrees to set aside Four Thousand Five Hundred Dollars (\$4,500.00) per year to a tuition reimbursement pool. An employee's share may not exceed the cost of the tuition for the year. At the conclusion of each year, all employees covered by this policy successfully completing approved course work will share in this pool according to the following guidelines. This section shall not provide for payment of any remedial course.
1. This fund is intended to reimburse employees for one (1) three- (3-) hour course at a rate of not more than Six Hundred Seventy-Five Dollars (\$675.00). If the number of employees taking a course during the year exceeds the amount of monies in the pool, then the employees will share equally by dividing the monies available by the number of employees having completed the course.
  2. If the total cost of tuition by the employees does not exceed Four Thousand Five Hundred Dollars (\$4,500.00), the monies left may be used to reimburse a second course by an employee or employees. If insufficient funds exist to fully fund this second course, the money shall be shared by the employees completing the second course. This procedure will continue for a third or larger number of courses taken until the money is exhausted.
  3. Advance written notice of intended course work will be provided to the Superintendent or his designee for approval at least two (2) weeks prior to the start of the course. All credit submitted for reimbursement must be directly applicable to the employee's certificate requirements, an educational degree, or a career plan approved by the Superintendent.
  4. Classes must be scheduled during non-working hours. Payment shall be made following submission of verification of completion of the course with at least a "C" in letter grade courses and a "pass" grade in pass/fail courses. Also, the employee must submit a voucher validating the tuition payment. The cut-off date for reimbursement will be September 15.
- C. Professional Dues. Upon the advance approval of the Superintendent, the Board will pay up to One Hundred Dollars (\$100.00) per year for professional memberships for each administrative assistant and media specialist employee.
- D. Re-training. An employee covered by this Agreement who has been laid off pursuant to the Reduction in Force article may request enrollment in the District's adult education program and will be admitted to the program free of tuition subject to the following guidelines:
1. The employee meets the eligibility requirements for enrollment in the course.
  2. There is space available in the class.
  3. The course begins within one (1) year following the employee's layoff.

## SECTION 23. HOLIDAYS

- A. The Board recognizes the following holidays:
1. New Year's Day
  2. Martin Luther King Day
  3. President's Day
  4. Good Friday
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Thanksgiving Day
  9. The day following Thanksgiving Day
  10. Christmas Day
  11. The day before or after Christmas Day, which day will be designated by the Administration at the beginning of the school year.
  12. Those employed under a two hundred twenty (220) day contract or greater shall be entitled to one (1) "floating" holiday to be scheduled as per vacation scheduling.
- B. To be eligible for holiday pay, full or part-time employees must work their last scheduled day before the holiday which is not a Saturday or Sunday and their first scheduled day after the holiday which is not a Saturday or Sunday. Furthermore, the holiday must fall within the employee's work year. For purposes of this Section, a calamity day, absence due to a death in the family, emergency hospitalization or under a physician's care for a documented scheduled procedure and/or emergency medical condition of the employee or anyone in the employee's immediate family as defined in Article 24 (D), occurring on an employee's scheduled work day shall be considered a day worked.
- C. When a holiday falls on a Saturday, it shall be observed on the Friday before. If it falls on a Sunday, it shall be observed on the following Monday. If an employee is required to work on a holiday, the employee will be paid an additional one and one-half (1½) times the hourly rate.
- D. At the beginning of the school year, the Administration may announce additional holidays or special work hours, if any, for certain non-school days.

## SECTION 24. SICK LEAVE

- A. Sick leave shall be accumulated at the rate of one and one-fourth (1¼) days per month to a total of three hundred eighty (380) days.
1. First year employees or employees who have exhausted their sick leave are granted five (5) days as of the first day of employment; however, these must be earned in the first four (4) months of employment before additional days can be accrued.
- B. The use of sick leave and transfer of sick leave shall be in accordance with the provisions of the Ohio Revised Code.
- C. Upon return to work following absence, the employee will sign and return to his/her supervisor the Employee Absence Record (ADM 76). If the absence is beyond three (3) days, the employee shall submit a letter from his/her attending physician indicating return to work date, to their supervisor.
- D. Previously accrued sick leave of an employee from other Ohio public employment shall be transferred to Cuyahoga Valley Career Center provided that such employment by the CVCC takes place within ten (10) years of the last employment from other public employment up to the maximum accumulated provided herein. Sick leave may be used for absence due to personal illness, due to pregnancy, injury, exposure to contagious disease which could be transmitted to others, and for accident, illness, injury, or death in the employee's family. The term "family" shall mean spouse, father, mother, brother, sister, child or anyone who clearly stands in the same relationship with the employee. In the event of the death of a close relative (other than "family") or friend, the employee may elect to take up to a total of three (3) days in any contract year as sick leave.
- E. If an employee is currently absent for thirty (30) consecutive days or more due to a documented catastrophic or long term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another employee may donate up to five (5) days of his/her accumulated sick leave to the absent employee. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.

No employee may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.

## SECTION 25. PERSONAL LEAVE

- A. Each employee covered by this Agreement will be entitled annually to a total of three (3) days personal leave one (1) of which will be unrestricted and must be taken as a whole day. All others will be for matters that may be handled only during school hours (such leave may be taken in part or in whole days). Personal leave days are non-accumulating and shall not be deducted from accumulated days of sick leave. Personal leave will be granted under the following provisions:
1. Personal leave will be granted only for matters that must be handled during school hours.

2. All requests for personal leave must be submitted five (5) days in advance of the leave day(s) on the advance leave request form. The Superintendent or his/her designee may waive the advance notice when reasons warrant such action.
3. Personal leave days may not be used immediately before or after a holiday or vacation, except with personal circumstances that may require that leave. The exception requires prior approval from the Superintendent or his/her designee.
4. All requests for personal leave will receive prompt attention.
5. The Superintendent may approve personal leave for emergency reasons other than those identified below. Valid reasons for personal leave include:
  - a. One (1) of the three (3) personal days may be used for the day of marriage of the employee, employee's child, employee's parent, employee's close relative or friend; or the day preceding the marriage, provided you are a wedding party participant.
  - b. Graduation exercises of the employee, the employee's child, the employee's spouse, or employee's parent.
  - c. Acceptance of a civic or public service honor or award.
  - d. Legal transactions or legal matters which cannot be scheduled outside of the regular working day.
  - e. Personal business.
  - f. First day of departure of employee's child for initial induction into military service, or for admission to institutions of higher education.
  - g. Official audit for the Internal Revenue Service.
  - h. House or dwelling of employee damaged by fire, flood, or severe accident.
  - i. Repair of damaged major appliance which would create hazardous conditions to the employee's dwelling if left unattended.
  - j. Proceeding for the adoption of a child by an employee.
  - k. Wedding of a close relative or friend.
  - l. Funeral of a family member, close relative or friend. At the time of leave, the employee shall designate whether he/she is taking personal leave, sick leave or a combination of the two.
  - m. Observance of religious holiday.

#### SECTION 26. JURY DUTY LEAVE

- A. Any employee who serves as a juror shall continue to be paid his or her salary while serving as a juror. The employee may retain the remuneration received in connection with jury service but shall present to the Treasurer or designee the check or other evidence of receipt of the remuneration in order to verify the leave.

- B. Regardless of shift, if an employee is called to serve on a jury, the employee will be excused from work on the day(s), or portion(s) thereof, he or she is required to report to the court to serve on a jury.

#### SECTION 27. MILITARY LEAVE

- A. All employees shall be granted a leave of absence for military duty in accordance with federal and state law.

#### SECTION 28. ASSAULT LEAVE

- A. Any employee covered by this Agreement who is absent due to physical disability or trauma directly resulting from any assault by a student or parent or other(s), which occurs in the course of Board employment while on duty either on school grounds during school hours, or where assigned to be in attendance at a school-sponsored function, shall be eligible to receive assault leave.
- B. To qualify for assault leave, the employee must:
  - 1. Receive a physical examination or psychological evaluation and diagnosis by a physician mutually agreed upon (the Board shall pay the costs of such physical).
  - 2. Deliver to the Treasurer (or cause to be delivered to the Treasurer) a signed statement on forms prescribed by the Board which shall indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the employee to assist in the pursuit of legal action against the assailant(s) and to cooperate with the Board and Administration in such regard.
  - 3. File (or cause to be filed) a claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted from the assault leave benefits (per diem rate of pay) paid by the Board and any medical costs not met by Workers' Compensation will be paid by the Board of Education or its agents.
  - 4. If an employee becomes permanently disabled due to an assault, the employee shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of the first retirement check.
- C. In the event the employee is unable to complete the reports in a timely manner as a result of the assault, the employee may request assistance from the administrative supervisor to complete the required documents.
- D. Pursuant to the provisions of the ORC, if medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.
- E. The maximum days of assault leave for any one incident shall not exceed twenty (20) working days.

## SECTION 29. DISABILITY LEAVE

- A. Upon written request, any employee who is unable to perform satisfactorily the duties of the position due to personal illness or disability may be granted a leave of absence without pay not to exceed one (1) school year.
- B. An employee may not return to work from disability leave absent proof that he or she can perform the essential functions of the job. The employee, if requested, shall submit to an examination by a Board-designated physician or medical care provider.
- C. Time spent on authorized unpaid disability leave of thirty (30) workdays or more shall not constitute a break in service and leave time shall not be counted in the calculation of seniority. Time spent on unpaid disability leave of less than thirty (30) workdays shall be counted in the calculation of seniority.

## SECTION 30. FAMILIAL LEAVE

- A. An employee who is pregnant shall file a letter of notification with the Superintendent or designee no later than the end of the sixth month of pregnancy. This notification shall include the anticipated delivery date, and shall indicate whether the employee plans to take a maternity leave of absence or not.
- B. If the employee wishes to take a maternity leave of absence, the actual beginning of the leave shall be no later than the next regularly scheduled workday following the delivery date or at such earlier time as specified by the employee.
- C. Maternity leave shall be subject to the following provisions and conditions:
  - 1. The employee may use any or all accumulated sick days while on maternity leave before, and six (6) weeks following, delivery upon the recommendation of her physician while unable to return to work.
  - 2. If the employee chooses not to use accumulated sick leave, or if accumulated sick leave expires during the maternity leave, the employee shall be permitted to continue health insurance coverage at the employee's expense and subject to the carrier's conditions throughout the period of maternity leave.
  - 3. Between the time leave is requested and one (1) calendar week following the delivery date, the employee shall have the right to cancel the leave upon written notification to the Superintendent. If the time limit of one (1) calendar week following the delivery date occurs on a Saturday, Sunday, or Board recognized holiday, the leave may be canceled no later than the weekday following the one (1) calendar week.
  - 4. The leave shall extend through the date requested by employee for the school year in which the leave begins and, upon the request of the employee, for an additional school year.
  - 5. Employees on maternity leave shall notify the Superintendent by letter of plans for the coming school year by April 1 preceding that school year.
  - 6. On returning to service from maternity leave, the employee shall be returned to the same or similar position the employee occupied prior to the leave if said position has not been abolished.

7. Upon return to duty, all rights with respect to contract status, salary increments, and other benefits provided by law or granted by the Board shall be granted to the employee, except such leave will not be included for the purposes of seniority and placement on the salary schedule.
- D. Upon advance written request, a total of no more than ten (10) days of paid sick leave will be granted for the birth or adoption of a child. Such leave shall be subject to the approval of the Superintendent.
- E. The Board may adopt policies for the establishment of procedures for the implementation of the Family and Medical Leave Act including rules for the substitution of leave provided herein.

#### SECTION 31. LEAVE – SUBSTITUTES

- A. In the event that an employee is absent or on leave, it is the responsibility of the employer to find a substitute or replacement, if deemed appropriate by the employer.

#### SECTION 32. CALAMITY DAY

- A. When the operations of the school are canceled or suspended due to an epidemic or other public calamity and the Superintendent or designee excuses the attendance of an employee, the employee shall be compensated at his or her per diem rate.
- B. An employee who is not excused from reporting during a calamity and who works during the period of time the Superintendent or designee has declared such a calamity, shall be compensated a total of two (2) times the rate of pay for work during the period (calamity day plus regular pay). The Superintendent or designee reserves the right to declare the calamity at end when, in his or her sole discretion, the operations of the school may resume. Those already excused for the day do not have to report. Those whose normal workday has not begun shall be required to report for work should the calamity be declared to be at an end. In order to make the building ready for re-opening, the Superintendent or designee reserves the right to contract for necessary services after making all reasonable efforts to contact qualified employees.
- C. Employees shall report for duty during a calamity unless excused by the Superintendent or designee or unless otherwise on a pre-approved leave.
- D. In the event the District is required under state law or in accordance with the Ohio Department of Education to make up days due to calamity, such days shall be made up on the day or days so designated by the Superintendent and employees shall work without additional pay.

#### SECTION 33. TOOLS

- A. The Board agrees to furnish each Department such gear and/or tools as the supervisor may deem necessary for the safe operation and performance of duties. Employees who are issued tools by the Board shall be responsible for their safe-keeping pursuant to guidelines as developed by the parties.
- B. The Board will furnish surgical gloves which shall be made available to all employees. Clean-up kits shall be on student transportation vehicles.

SECTION 34. PROPER DRESS/UNIFORMS

- A. Proper Dress. The parties recognize that the classified staff is an important and integral part of the District. Since the classified staff is highly visible to the students, the professional staff and the public, the employees at all times will be well-dressed and groomed in order to present an image of dignity and encourage respect.
- B. Maintenance/Custodial Uniforms. Five (5) sets of uniforms per week will be supplied to the maintenance and custodial employees. Those employees are required to wear such uniforms in the performance of their duties, except as may be authorized in advance by their immediate supervisor. During student summer break, maintenance and custodial staff may substitute Administration-approved golf-style shirts for the uniform shirt. A total of five (5) golf-style shirts will be provided to each maintenance and custodial employee for the life of this contract. The golf-shirts will be replaced on an as-needed basis.
- C. Cafeteria Wear. Each cafeteria employee will be provided two (2) sets of Administration-approved apparel per year which shall be worn in the performance of his/her duties. Cafeteria workers also shall be required to wear hair restraints and gloves as directed by the supervisor. Each three (3) hour per day or more cafeteria worker shall receive a shoe allowance not to exceed Fifty Dollars (\$50.00) every year, to be reimbursed in accordance with District procedures.
- D. Safety Shoes. Each full-time maintenance, custodial and central supply employee shall receive a safety shoe allowance not to exceed One Hundred Dollars (\$100.00) every year, to be reimbursed in accordance with District procedures.

SECTION 35. EXAMINATIONS

- A. The Board may require a medical examination following a conditional offer of employment to a candidate for new employment.
- B. The cost of any medical examination requested by the Board shall be borne by the Board if the service is performed by a Board-approved physician or medical facility.

SECTION 36. VACATIONS

- A. The Board shall establish by contract the work year of each employee covered by this Agreement. Those full-time employees whose work year is at least two hundred sixty (260) days as set forth in their individual employment contract shall be entitled to yearly vacation as follows:

During first year of service after successful  
completion of probationary period:..... 1 week  
After one (1) year of service: ..... 1 week  
After two (2) years of service: ..... 2 weeks  
After five (5) years of service: ..... 3 weeks  
After ten (10) years of service:..... 4 weeks  
After fifteen (15) years of service:..... 1 additional day per year up to a  
maximum of five (5) additional days

- B. The vacation year shall begin July 1 and end June 30. An employee must work at least one hundred twenty (120) days in a vacation year to earn a year of service for purposes of determining vacation. A new employee who successfully completes his or her probationary period but who does not work one hundred twenty (120) days prior to June

30 shall nonetheless be considered to have earned a year of service for purposes of this section.

- C. A maximum of five (5) days unused vacation may be carried over to the next vacation year. Additional carry-over days may be granted only with Superintendent approval when unusual circumstances exist.
- D. Vacation scheduling - employees shall be permitted to take vacations, after they are earned and arranged with the appropriate supervisor, and a Vacation Request Form (ADM 31) is completed, signed and returned. Subject to staffing needs as determined by the supervisor, vacations will be granted on a first come, first served basis but if two (2) or more employees in the same classification submit their request at the same time for the same vacation dates, then according to seniority

SECTION 37. MERIT INCENTIVE FOR ATTENDANCE

- A. Employees will be eligible for a quarterly attendance incentive. Each employee will receive One Hundred Twenty-Five Dollars (\$125.00) if he or she has perfect attendance for the quarter and Sixty-Two Dollars and Fifty Cents (\$62.50) if he or she misses one (1) day. No sum for the quarter will be paid if the employee misses more than one (1) day. Absence due to jury duty or school related court appearances will not be counted for purposes of calculating this attendance incentive.
- B. To be eligible for this incentive premium, an employee must work at least one hundred twenty (120) days in his or her individual contract year. Nine- (9-) month employees will be eligible for three (3) of the four (4) quarters.

SECTION 38. LONGEVITY

- A. All bargaining unit employees of Cuyahoga Valley Career Center, beginning with their fifteenth year of continuous service with Cuyahoga Valley Career Center will be entitled to an annual longevity payment as follows:

	<u>Full-Time</u>	<u>Part-Time</u>
15 <sup>th</sup> year through 16 <sup>th</sup> year	\$900	\$450
17 <sup>th</sup> year through 18 <sup>th</sup> year	\$1,050	\$525
19 <sup>th</sup> year through 20 <sup>th</sup> year	\$1,250	\$625
21 <sup>st</sup> year through 25 <sup>th</sup> year	\$1,500	\$750
26 <sup>th</sup> year and thereafter	\$1,750	\$875

- B. One-half (½) of the longevity payment shall be made by the first pay in December with the balance to be paid by the first pay in June.

SECTION 39. RETIREMENT STIPEND

*(See Memorandum of Understanding No. 2 dated April 18, 2013)*

- A. The Board will offer a retirement stipend equal to twenty-five percent (25%) of the employee's annual base salary to employees who retire on or after July 1, 2010 but on or before June 30, 2012.
- B. To be eligible for the retirement stipend the employee must meet each of the following qualifications:

1. The employee must submit a written resignation letter to the Superintendent no later than October 30 of the contract year during which the employee first becomes or will become eligible to retire stating his/her retirement date.
  2. The employee must be eligible for and take a service or disability retirement pursuant to the provisions of SERS during the first year of eligibility. If the employee was eligible to retire pursuant to the provisions of SERS before the effective date of this agreement, the employee is not entitled to the Retirement Stipend.
  3. The employee shall have completed ten (10) consecutive years of service with Cuyahoga Valley Career Center at the time of retirement.
  4. The employee must complete a salary questionnaire and all other applicable SERS forms and forward them to SERS and to the Board.
  5. The employee must retire at a time other than during the school year unless on a disability retirement.
  6. Any employee who withdraws his or her resignation shall be ineligible for the retirement stipend.
- C. The retirement stipend shall be paid six (6) months following the employee's retirement provided proof of the employee's retirement is supplied.

#### SECTION 40. LABOR MANAGEMENT COMMITTEE

- A. Should both the Board and OAPSE agree that the formation and existence of a labor management committee would serve their mutual interests, then such a committee shall be formed and meet pursuant to the guidelines the two (2) parties may agree upon.

#### SECTION 41. HEALTH AND SAFETY

- A. It is the responsibility of the Board and the employees to provide and maintain a safe work environment. The Board and the employees shall observe all applicable safety laws, including OSHA.
- B. The Board shall establish Health and Safety Meetings and require employee attendance, provided the meeting is scheduled during an employee's normal work hours. If an employee is required to attend a Health and Safety Meeting scheduled at times other than the employee's normal working hours then he or she will be compensated at the employee's regular hourly rate. Employees may be excused from Health and Safety Meetings only for good cause shown and with pre-approval of the appropriate supervisor.
- C. The Board and the Union shall establish a Health and Safety Committee which shall convene to resolve health and safety concerns as they arise. The Committee shall perform the following functions and in the order as follows:
1. Determine the nature of the health and safety concern.
  2. Develop appropriate options for resolution of the problem.
  3. Report its recommendations to the Administration which may accept, reject or modify the recommendations.

4. If the resolution is not to the employee's satisfaction, then, and only then, may a grievance be taken.
- D. Subject to all applicable laws and regulations, including reasonable notice and opportunity for the employer to correct, an employee may refuse to perform a perceived hazardous duty only when an employee has a good faith belief that such duty would place the employee in serious and immediate peril of substantial physical harm.

#### SECTION 42. DRUG AND ALCOHOL TESTING

- A. Policy: The parties are concerned about the effects of alcohol abuse and illegal drug use. Such use and abuse adversely affects work quantity and quality, jeopardizes employee health, and can create an unacceptable and dangerous work environment. Further, substance abuse is contrary to our commitment to excellence. Therefore, in order to promote a safe, healthy, and productive work environment the parties agree to implement the following substance abuse procedures.
- B. Procedure: Employees are prohibited from:
1. Possessing, using, buying, selling, transporting, or transferring drugs while working, while on Board property, or while operating Board vehicles.
  2. Possessing, consuming, buying, selling, transferring or transporting alcoholic beverages while working, while in Board vehicles, unless specifically authorized in advance in writing by management.
  3. Any use of controlled substances, which are defined under the regulations as marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
  4. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.
  5. Any use of alcohol that could affect the performance of the employee including use during the four (4) hours prior to work and the use of alcohol during the eight (8) hours after an accident, or until an employee undergoes a post-accident alcohol test.
- C. Definitions:
1. "Under the influence" means, with respect to drugs and alcohol, the presence in an employee's system of any detectable amount of alcohol or drug, or its metabolites, and speech, actions, or an appearance which lead a supervisor to reasonably suspect that the employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.
  2. The term "drugs" includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
- D. Testing Procedure:
1. The following situations will result in the selection of employees for drug and/or alcohol testing:

- a. Pre-employment. All newly-hired employees and employees promoted or transferred into a safety-sensitive position must complete a drug test with a verified negative result prior to beginning employment or performing any safety-sensitive functions.
  - b. Periodic. All affected employees may be drug tested in conjunction with their periodic physical.
  - c. Random. All affected employees will be subject to random drug and alcohol testing and must report immediately upon being informed of their random selection.
  - d. Reasonable Cause. Any affected employee shall be escorted to a collection site and provide a specimen if, in the opinion of their supervisor(s), there is reasonable cause to suspect the use of drugs or alcohol based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or odors.
  - e. Post Accident. Immediately upon a supervisor/management decision that an employee has been involved in an accident while on duty or while on Board property, the employee must submit to a urine collection at a designated collection site to test for the presence of drugs. Such urine test shall be conducted no later than thirty-two (32) hours after the accident. A post-accident alcohol test shall also be administered, generally within two (2) hours, but no later than eight (8) hours after the accident. Tests conducted by authorized federal, state or local law enforcement officials for drugs and/or alcohol may be used in lieu of the Board conducting its own testing. An employee shall be subject to testing following an accident involving loss of human life if he/she was performing a safety-sensitive function. An employee involved in a nonfatal accident shall be subject to post-accident testing if he/she received a citation for a moving violation arising out of an accident. The Board may also test any other employee whose performance could have contributed to the accident, as determined by the Board, using the best information available at the time of the accident.
  - f. Follow-Up Testing. After a previous positive test, the employee will be subject to unscheduled testing as required by the DOT and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. Follow-up testing may also be conducted pursuant to the terms of a last chance agreement voluntarily entered into between the Board and the employee.
  - g. Return to Duty. An employee who tests positive for drugs or alcohol shall not be permitted to return to duty until he/she produces a negative test result and completes any recommended rehabilitation.
2. Employees will be directed to cooperate in urine and alcohol tests under the following circumstances:
    - a. It appears that employee error, on the basis of a preliminary investigation, caused or contributed to an accident, injury, or damage to Board or employee property or vehicle(s).

- b. The appearance, speech, or actions of an employee causes a supervisor to reasonably suspect that the employee's ability to work may be impaired by alcohol or drugs.
  - c. As part of a required physical examination.
  - d. The employee tested positive previously and agreed to or is required to participate in follow-up testing.
  - e. The employee is selected at random for drug and/or alcohol testing.
  - f. Prior to returning to work if the employee has previously tested positive.
  - g. The employee is promoted or transferred into a safety-sensitive position from any non-safety sensitive position.
3. Employees who refuse to be tested are subject to discipline up to and including discharge, depending upon the circumstances and the requirements of applicable law. Each employee shall be paid his/her regular hourly wage for the time involved in taking any drug/alcohol test required by the Board.
4. All applicants for employment must submit to pre-employment testing for evidence of drug use. Refusal of an applicant to be tested will result in the applicant not being hired. The Board will obtain, according to DOT regulations, information on positive alcohol and controlled substances tests and refusals to be tested within the preceding two (2) years from the previous employers. This information will be reviewed no later than fourteen (14) days after the employee performs safety-sensitive functions.
5. Urine specimens will be collected at a designated collection site under circumstances designed to prevent sample switching or tampering. Urine specimens will be sealed and sent via courier to a certified lab for testing. Detailed records will be kept to prevent misidentification of samples.
6. The following protocol will apply to all specimen collections:
- a. The applicant/employee will provide a urine sample at the assigned collection site at the appointed time.
  - b. The applicant/employee will participate in the chain of custody procedures in order to insure accurate collection by:
    - (1) providing photo identification;
    - (2) completing and signing consent, release of information, and Chain of Custody forms; and
    - (3) following urine collection procedures in cooperation with the collection site.
  - c. If the applicant/employee refuses to provide the specimen for drug or alcohol testing, the applicant may not be hired and the employee will be subject to discipline including discharge.

7. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatography/Mass Spectrometry) before any discipline is imposed or hiring decisions are made.
8. A Medical Review Officer (MRO) will review all drug tests performed by the laboratory. The MRO is to determine whether positive test results indicate illegal drug use or whether other medical explanations could account for the result. The MRO will attempt to contact the employee prior to notifying the Board of the results.
9. On all "positive" drug screen test results, the MRO will make reasonable efforts to first contact the applicant/employee and review the findings. If the applicant/employee cannot be reached during the above-mentioned time frame, Board management will be contacted and informed to contact the applicant/employee and have such person contact or make themselves available to be contacted by the MRO to review the findings. If the applicant/employee does not make himself/herself available to be contacted by the MRO, the applicant may not be hired and an employee will be subject to discipline including discharge unless valid circumstances unavoidably prevented the employee from contacting the MRO in a timely manner.
10. Confidentiality & Privacy. The Board will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. As such, the Board shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer. Except as required by law, test results will not be disclosed to co-workers, an employee's family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.
11. The Board will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on Board property to the police.
12. Consequences of Testing Positive. Employees who provide valid pre-dated prescriptions for the substance(s) for which they test positive will not be disciplined. However, an employee may be required to authorize disclosure of all underlying medical condition(s) to the Board and transferred to a different position (if a position is available for which the employee is qualified) if, in the judgment of the Board, a safety hazard exists.
13. The consequences of testing positive or refusal to submit to a test are usually termination of employment. A "positive test" for purposes of alcohol testing shall mean an alcohol concentration of 0.04 or greater. However, an employee who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be permitted to perform safety-sensitive functions. A "positive test" for purposes of drug testing shall mean the presence of a drug above the levels prescribed by DOT.

14. Voluntary Treatment And Counseling. (Prior to detection or selection for testing.) The Board shall reasonably accommodate an employee's substance abuse problem by granting an employee's request for treatment/rehabilitation, including treatment or rehabilitation through the employee assistance program. Employees who request leaves of absence for treatment will not be subject to discipline. These unpaid leaves will be approved by management and the employee must agree to abide by the "Last Chance Agreement". Employees may not, however, escape discipline by first requesting such treatment or leaves after being selected for testing or violating Board policies and rules. Such requests for treatment will be kept confidential in accordance with federal and state law.
15. The Board will establish an employee assistance program which will include a committee of an equal number of Board and OAPSE representatives to review requests and assist in the preparation of a plan for an employee who feels he or she may have a substance abuse problem. Such employees coming to the employee assistance program for help will not be disciplined or retaliated against.
16. Employees caught possessing, using, selling, buying or transferring drugs or alcohol while at work, on Board premises, or while using Board vehicles will be terminated.
17. Employees arrested for selling drugs to, or buying them from another employee will be suspended without pay and if convicted, terminated. Depending on the circumstances, employees arrested for and convicted of other drug offenses may also be terminated.
18. Employees are responsible for their conduct and actions while under the influence and will be subject to disciplinary actions for any policy or rule violations in an impaired state. Impairment due to drugs or alcohol shall not be construed so as to condone or exonerate an employee or be considered a justifiable defense or mitigating circumstances for any improper actions, violations of Board policy and procedures, or poor performance.
19. Supervisor and Employee Training. The Board will ensure that persons authorized to determine reasonable suspicion are trained to recognize the symptoms of impairment and intoxication, Further, employees of the Board shall be provided a copy of this policy and information pertaining to testing procedures, conduct that is prohibited, the effects of drugs and alcohol, and the consequences for violations of the policy.

#### SECTION 43. TOBACCO FREE WORKPLACE

- A. Use of tobacco is prohibited in all areas of the District building as established by Board policy. The parties agree that the establishment, repeal or modification of the tobacco policy by the Board is not grievable.
- B. Violation of the tobacco policy is grounds for disciplinary action.

#### SECTION 44. COMMUNICABLE DISEASES

- A. The parties recognize that communicable diseases are significant medical and social problems. The parties desire to protect the rights of individual students or employees who may be infected with communicable diseases as well as protect non-infected students, staff and the public.

- B. Subject to state and federal laws, these procedures describe the method of handling the issues raised when an employee or student is potentially infectious with a communicable disease. A communicable disease is defined as a long-term disease capable of being transmitted from one person to another and that is dangerous to the public. Communicable diseases include, but are not limited to, tuberculosis, hepatitis and Acquired Immune Deficiency Syndrome, AIDS-related complex or the presence of Human Immunodeficiency Virus (HIV).
- C. There will be no mass testing to determine if an employee or student is infected with a communicable disease.
- D. Any employee or student who is diagnosed as having a communicable disease is required to report such diagnosis to the Superintendent.
- E. All employees shall be required to carry out their normal duties and responsibilities to an infected student or work with an infected employee where the determination has been made to permit the infected individual to remain in the school setting.
- F. Decisions about each employee or student with a communicable disease are to be made by the Superintendent or designee on a case-by-case basis.
- G. When there is reason to believe that an employee or student has a communicable disease, then he/she is required to submit to a medical evaluation by a public health physician and/or a physician or medical facility selected by the Board, at Board expense. "Reason to believe" shall be defined as:
  - 1. The employee discloses his/her diagnosis.
  - 2. Knowledge that a member of the employee's household has a communicable disease.
  - 3. Evidence of impairment in job performance.
  - 4. Other information brought to the attention of the Board. Said information shall promptly be brought to the attention of the employee.
- H. If there is reason to believe that an employee has a communicable disease, he/she will be permitted to remain in his/her assignment or placed in an alternate assignment with no loss in salary, benefits or other emoluments.
- I. When there is reason to believe that an employee has a communicable disease, an evaluation team shall convene within seven (7) calendar days of the employee's identification.
  - 1. The evaluation team shall be comprised of the employee's physician, the school physician and a physician specializing in infectious diseases.
  - 2. The school physician shall be chairperson of the evaluation team.
- J. The evaluation team shall review the employee's diagnosis, treatment and prognosis and shall submit a written report of its findings and determinations to the Superintendent within five (5) calendar days from when the evaluation team convened.

- K. The Superintendent will make a decision based on medical information concerning an employee's status/assignment within two (2) calendar days after receiving the report from the evaluation team. An employee may be 1) kept in his/her original assignment, 2) placed in a different assignment with no loss of salary, benefits or other emoluments, 3) requested to utilize sick leave and would be entitled to unpaid leave of absence for up to two (2) years after paid sick leave has expired, 4) entitled to apply for disability retirement benefits under SERS or 5) placed on a leave of absence. An employee shall not be non-renewed, terminated or otherwise separated from employment due to having been diagnosed as having a communicable disease.
- L. Information about the identity and condition of an employee infected with a communicable disease shall not be disclosed by the evaluation team or by the Superintendent to anyone other than the members of the Board, administrators in the buildings in which the employee/student is assigned, school nurse and any other persons to who disclosure is recommended by the evaluation team.
- M. The evaluation team shall maintain an active role in monitoring the employee's medical condition. The employee's physician shall work with the employee regarding any change in health status and shall notify the school physician of any change. If any new information is brought to the attention of the school physician, the procedures outlined above shall be followed.
- N. Those employees to whom disclosure is recommended by the evaluation team shall be notified of the identity and other relevant information regarding individuals identified as having a communicable disease. Employees will observe complete confidentiality as to such information.
- O. An employee whose duty or assignment is to clean up body fluids of any students or employees identified as having a communicable disease may request that protective covering be provided and will be provided appropriate training.

#### SECTION 45. PERSONNEL FILES

- A. There shall be one (1) personnel file maintained, at the central office. Additionally, each supervisor may have a file on each employee. The employee shall have the opportunity to reply in writing to any adverse material within ten (10) days after receipt of a copy of such material and the reply shall be placed in their personnel file along with the adverse material. Employees shall be permitted to review their personnel file in the presence of the Superintendent or designee at such time that the central office is open and such review does not conflict with the employee's assigned duties. An employee wishing to review the personnel file shall give at least two (2) days advance notification of his or her request.
- B. Upon request of an employee, derogatory materials over twenty-four (24) months old shall be removed from the employee's personnel file. The administration may, however, consider matters documented in said materials in the imposition of discipline for the same or similar acts or omissions.

#### SECTION 46. PAYROLL PRACTICES

- A. Tax Sheltered Annuities. Employees may elect to purchase tax sheltered annuities bi-weekly through payroll deductions choosing from not less than two (2) Board-approved plans. Employees may change plans or the amount of the deduction or both, by making arrangements with the Treasurer during the first week in October, January, April and

July. If discontinued during the school year, it cannot be renewed until the following September 15. Changes by the employee in his/her tax sheltered annuities shall be in accordance with the Internal Revenue Service Code and applicable regulations.

- B. Sick Days. Accumulated and unused sick days will be shown on all pay stubs and/or deposit notices.
- C. Direct Deposit. Payroll shall be made through a direct deposit program administered by the Treasurer who shall provide the employees with notice of each pay deposit.

#### SECTION 47. PAYMENTS TO THE RETIREMENT SYSTEM

- A. For employees hired prior to August 17, 1994, the Board will establish procedures for the automatic pick-up of the employee's portion of the Retirement System contribution and Medicare tax from the employee's salary. With the implementation of the these procedures and the acceptance of said procedures by the Retirement System, the Board will not deduct state or federal taxes on the amount of the employee's total required contribution to the Retirement System or to Medicare, with appropriate notations made on the employee's W-2 forms. The Board's pick-up of the employee's portion of the Retirement System contribution shall be treated as additional compensation for the purpose of determining the contribution. This benefit will not be available to employees hired after August 17, 1994.

#### SECTION 48. SICK LEAVE CONVERSION UPON RETIREMENT

- A. The Board shall provide a one (1)-time, lump-sum payment to eligible employees according to the following:
  - 1. Eligibility: An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
    - a. The employee retires, resigns, or upon death, or non-renewal due to program elimination from the school system.
    - b. Service retirement is retirement in accordance with the guidelines established by the State Retirement Board.
  - 2. Benefit calculation: the amount of the benefit due an employee shall be calculated by:
    - a. Multiplying the employee's accrued but unused sick leave by thirty percent (30%).
    - b. Multiplying the product times the base per diem rate of pay (including longevity) appropriate for that employee's placement on the salary schedule. For those employees on a two hundred sixty (260)-day contract, vacation days (up to a maximum of twenty (20) days) and holidays (up to a maximum of eleven (11) days) shall not be included when calculating the per diem rate of pay.
    - c. The amount of the benefit calculated in steps (2.a.) and (2.b.) directly above shall not exceed the value of seventy-five (75) days of accrued but unused sick leave.

- d. Multiply the amount of the benefit in step (2.c.) based on the graduated severance chart below:

After # Years at CVCC*		
0-2	0%	of severance
3	30%	of severance
4	40%	of severance
5	50%	of severance
6	60%	of severance
7	70%	of severance
8	80%	of severance
9	90%	of severance
10 +	100%	of severance

\* A minimum of one hundred twenty (120) days must be worked to constitute one (1) year.

- e. During the employee's final two (2) years prior to severance, he/she shall earn one (1) day of additional severance pay for each unused sick day in the final two (2) years. The additional severance shall not exceed the value of thirty (30) days.
- f. Severance pay will be paid in January of the year following retirement or resignation. In the case of death, severance will be paid to a named beneficiary. In the absence of a named beneficiary, severance will be paid to the estate.

- B. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

#### SECTION 49. SUCCESSOR CLAUSE

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

#### SECTION 50. PROOFREADING FINAL AGREEMENT

- A. Representatives of OAPSE and the Board will have the opportunity to proofread the agreement after final typing. Any errors, typographical errors, omissions, or other such "differences" between what the negotiation teams discussed and reached a tentative agreement on, shall be communicated in writing to the Superintendent and the OAPSE President for appropriate revision prior to OAPSE ratification, if possible, but in no event later than Board adoption.
- B. This provision for proofreading shall not alter the content of the final document as ratified by the OAPSE and as approved by the Board of Education. The intent here is to provide for the opportunity for correction, not the opportunity for renegotiation.
- C. If during the proofreading and reproduction of the final agreement, an item is inadvertently excluded, the excluded language, to be evidenced only by a signed and dated tentative agreement, will be given full force and effect as if the language had been included from the effective date of the agreement and the parties shall take such steps as may be necessary to make the language effective.

#### SECTION 51. COMPLETE AGREEMENT

- A. This Agreement supersedes and cancels all previous Agreements, whether verbal or written or based on alleged past practices, between the School District and the Union and constitutes the entire agreement between the parties.

#### SECTION 52. WAIVER

- A. The express provisions of this Agreement for its duration constitute the complete and total understanding between the parties with respect to the matters contained herein and shall be binding upon the parties unless changed by mutual agreement or determined to be contrary to law. It is agreed that negotiations will not be reopened on any items during the life of this Agreement, except upon the mutual consent of the parties. Therefore, during the term of this Agreement, neither the Board nor OAPSE shall be obligated to bargain collectively on any additions to or subtractions from nor modifications to this Agreement or on matters not included in this Agreement, unless otherwise provided herein.

#### SECTION 53. CONTRARY TO LAW

- A. If any provision of this Agreement between OAPSE and the Board is found to be contrary to law in a court of competent jurisdiction or by mutual agreement of the parties, then such provisions shall be deemed invalid to the extent such provision is contrary to law, then that section shall be altered to comply with the law if possible, but all other provisions shall continue in full force and effect.

SECTION 54. TERM OF AGREEMENT

A. The parties have entered into this Agreement effective 12:00 a.m. on July 1, 2012 for a period to terminate at 11:59 p.m. on June 30, 2015. This Agreement supersedes and cancels all previous agreements verbal or written, based on alleged past practices between the Board and OAPSE and its members and constitutes the entire agreement between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that neither party shall be obligated to negotiate with respect to any subject or matter referred to or covered in this contract or with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed.

Cuyahoga Valley Career Center  
Board of Education

Ohio Association of Public School  
Employees, AFSCME/AFL-CIO, Local 597

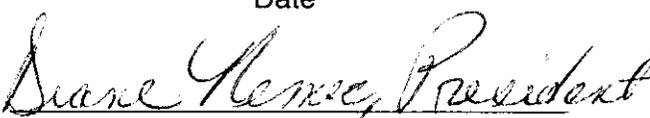
4/18/13

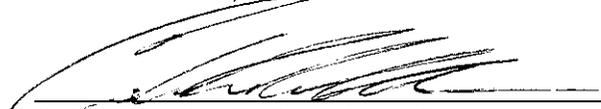
Date

6-5-13

Date

  
Steve Shebeck, President

  
Diane Nemec, President

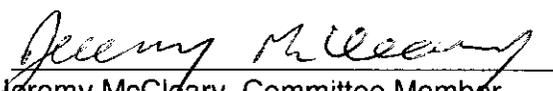
  
Celena Roebuck, Superintendent

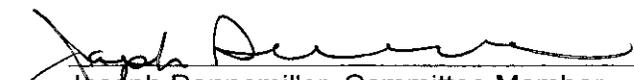
  
Mark Pruchnicki, Vice President

  
Joy Clickenger, Treasurer

  
Mindy Jensen, Committee Member

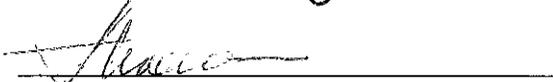
  
Paul Smith, Business Manager

  
Jeremy McCleary, Committee Member

  
Joseph Dannemiller, Committee Member

  
Mary Kay Zak, Committee Member

  
William E. Blackie, Board Representative

  
Trina Molnar, OAPSE Representative



# CUYAHOGA VALLEY CAREER CENTER

## GRIEVANCE PROCEDURE FORM

### STEP I • TO SUPERVISOR

Aggrieved Person, Persons, and/or Union: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_ Date of Formal Filing: \_\_\_\_\_

Person or Persons to whom grievance is directed: \_\_\_\_\_

Initiated on Step: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

State the exact negotiated agreement article number and subsection thereof which you believe is being violated: \_\_\_\_\_

Action Requested: \_\_\_\_\_

Date you have discussed this with your immediate supervisor: \_\_\_\_\_

Date: \_\_\_\_\_ Grievant's Signature: \_\_\_\_\_

### STEP II • TO SUPERINTENDENT

Reason for appeal by Grievant: \_\_\_\_\_

Date: \_\_\_\_\_ Grievant's Signature: \_\_\_\_\_

### REQUEST FOR BINDING ARBITRATION • TO SUPERINTENDENT

Date: \_\_\_\_\_ OAPSE Representative's Signature: \_\_\_\_\_



# CUYAHOGA VALLEY CAREER CENTER

## GRIEVANCE DECISION FORM

### STEP I • (FORMAL) DECISION

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Administrative Representative (Immediate Supervisor)

Date: \_\_\_\_\_ Received by: \_\_\_\_\_  
Aggrieved and/or Union Representative

### STEP II • (FORMAL) DECISION

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_ Received by: \_\_\_\_\_  
Aggrieved and/or Union Representative

## EDUCATIONAL AIDE

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$15.00	\$15.00	\$15.00
<b>1</b>	\$15.17	\$15.17	\$15.17
<b>2</b>	\$15.34	\$15.34	\$15.34
<b>3</b>	\$15.51	\$15.51	\$15.51
<b>4</b>	\$15.69	\$15.69	\$15.69
<b>5</b>	\$15.86	\$15.86	\$15.86
<b>6</b>	\$16.04	\$16.04	\$16.04
<b>7</b>	\$16.22	\$16.22	\$16.22
<b>8</b>	\$16.40	\$16.40	\$16.40
<b>9</b>	\$16.59	\$16.59	\$16.59
<b>10</b>	\$16.77	\$16.77	\$16.77
<b>11</b>	\$16.96	\$16.96	\$16.96
<b>12</b>	\$17.15	\$17.15	\$17.15
<b>13</b>	\$17.34	\$17.34	\$17.34
<b>14</b>	\$17.54	\$17.54	\$17.54

## STUDENT CONTACT STIPEND

1% of Step 0

## MAINTENANCE

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$20.22	\$20.22	\$20.22
<b>1</b>	\$20.48	\$20.48	\$20.48
<b>2</b>	\$20.75	\$20.75	\$20.75
<b>3</b>	\$21.02	\$21.02	\$21.02
<b>4</b>	\$21.30	\$21.30	\$21.30
<b>5</b>	\$21.58	\$21.58	\$21.58
<b>6</b>	\$21.86	\$21.86	\$21.86
<b>7</b>	\$22.15	\$22.15	\$22.15
<b>8</b>	\$22.44	\$22.44	\$22.44
<b>9</b>	\$22.73	\$22.73	\$22.73
<b>10</b>	\$23.03	\$23.03	\$23.03
<b>11</b>	\$23.33	\$23.33	\$23.33
<b>12</b>	\$23.63	\$23.63	\$23.63
<b>13</b>	\$23.94	\$23.94	\$23.94
<b>14</b>	\$24.26	\$24.26	\$24.26

## PHONE SYSTEM STIPEND

1% of Step 0

# CUSTODIAN

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$17.63	\$17.63	\$17.63
<b>1</b>	\$17.91	\$17.91	\$17.91
<b>2</b>	\$18.18	\$18.18	\$18.18
<b>3</b>	\$18.47	\$18.47	\$18.47
<b>4</b>	\$18.75	\$18.75	\$18.75
<b>5</b>	\$19.04	\$19.04	\$19.04
<b>6</b>	\$19.34	\$19.34	\$19.34
<b>7</b>	\$19.64	\$19.64	\$19.64
<b>8</b>	\$19.94	\$19.94	\$19.94
<b>9</b>	\$20.25	\$20.25	\$20.25
<b>10</b>	\$20.57	\$20.57	\$20.57
<b>11</b>	\$20.88	\$20.88	\$20.88
<b>12</b>	\$21.21	\$21.21	\$21.21
<b>13</b>	\$21.54	\$21.54	\$21.54
<b>14</b>	\$21.87	\$21.87	\$21.87

# ADMINISTRATIVE ASSISTANT I

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$16.46	\$16.46	\$16.46
<b>1</b>	\$16.79	\$16.79	\$16.79
<b>2</b>	\$17.13	\$17.13	\$17.13
<b>3</b>	\$17.47	\$17.47	\$17.47
<b>4</b>	\$17.82	\$17.82	\$17.82
<b>5</b>	\$18.18	\$18.18	\$18.18
<b>6</b>	\$18.54	\$18.54	\$18.54
<b>7</b>	\$18.91	\$18.91	\$18.91
<b>8</b>	\$19.29	\$19.29	\$19.29
<b>9</b>	\$19.67	\$19.67	\$19.67
<b>10</b>	\$20.07	\$20.07	\$20.07
<b>11</b>	\$20.47	\$20.47	\$20.47
<b>12</b>	\$20.88	\$20.88	\$20.88
<b>13</b>	\$21.30	\$21.30	\$21.30
<b>14</b>	\$21.72	\$21.72	\$21.72

## ADMINISTRATIVE ASSISTANT II

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$15.99	\$15.99	\$15.99
<b>1</b>	\$16.31	\$16.31	\$16.31
<b>2</b>	\$16.64	\$16.64	\$16.64
<b>3</b>	\$16.97	\$16.97	\$16.97
<b>4</b>	\$17.31	\$17.31	\$17.31
<b>5</b>	\$17.66	\$17.66	\$17.66
<b>6</b>	\$18.01	\$18.01	\$18.01
<b>7</b>	\$18.37	\$18.37	\$18.37
<b>8</b>	\$18.74	\$18.74	\$18.74
<b>9</b>	\$19.11	\$19.11	\$19.11
<b>10</b>	\$19.49	\$19.49	\$19.49
<b>11</b>	\$19.88	\$19.88	\$19.88
<b>12</b>	\$20.28	\$20.28	\$20.28
<b>13</b>	\$20.69	\$20.69	\$20.69
<b>14</b>	\$21.10	\$21.10	\$21.10

## ADMINISTRATIVE ASSISTANT III

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$15.62	\$15.62	\$15.62
<b>1</b>	\$15.94	\$15.94	\$15.94
<b>2</b>	\$16.26	\$16.26	\$16.26
<b>3</b>	\$16.58	\$16.58	\$16.58
<b>4</b>	\$16.91	\$16.91	\$16.91
<b>5</b>	\$17.25	\$17.25	\$17.25
<b>6</b>	\$17.60	\$17.60	\$17.60
<b>7</b>	\$17.95	\$17.95	\$17.95
<b>8</b>	\$18.31	\$18.31	\$18.31
<b>9</b>	\$18.67	\$18.67	\$18.67
<b>10</b>	\$19.05	\$19.05	\$19.05
<b>11</b>	\$19.43	\$19.43	\$19.43
<b>12</b>	\$19.82	\$19.82	\$19.82
<b>13</b>	\$20.21	\$20.21	\$20.21
<b>14</b>	\$20.62	\$20.62	\$20.62

# MEDIA SPECIALIST

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$18.86	\$18.86	\$18.86
<b>1</b>	\$19.13	\$19.13	\$19.13
<b>2</b>	\$19.39	\$19.39	\$19.39
<b>3</b>	\$19.67	\$19.67	\$19.67
<b>4</b>	\$19.94	\$19.94	\$19.94
<b>5</b>	\$20.22	\$20.22	\$20.22
<b>6</b>	\$20.50	\$20.50	\$20.50
<b>7</b>	\$20.79	\$20.79	\$20.79
<b>8</b>	\$21.08	\$21.08	\$21.08
<b>9</b>	\$21.38	\$21.38	\$21.38
<b>10</b>	\$21.68	\$21.68	\$21.68
<b>11</b>	\$21.98	\$21.98	\$21.98
<b>12</b>	\$22.29	\$22.29	\$22.29
<b>13</b>	\$22.60	\$22.60	\$22.60
<b>14</b>	\$22.92	\$22.92	\$22.92

# CENTRAL SUPPLY

<b>STEP</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
<b>0</b>	\$18.51	\$18.51	\$18.51
<b>1</b>	\$18.77	\$18.77	\$18.77
<b>2</b>	\$19.04	\$19.04	\$19.04
<b>3</b>	\$19.31	\$19.31	\$19.31
<b>4</b>	\$19.59	\$19.59	\$19.59
<b>5</b>	\$19.87	\$19.87	\$19.87
<b>6</b>	\$20.15	\$20.15	\$20.15
<b>7</b>	\$20.44	\$20.44	\$20.44
<b>8</b>	\$20.73	\$20.73	\$20.73
<b>9</b>	\$21.03	\$21.03	\$21.03
<b>10</b>	\$21.33	\$21.33	\$21.33
<b>11</b>	\$21.63	\$21.63	\$21.63
<b>12</b>	\$21.94	\$21.94	\$21.94
<b>13</b>	\$22.26	\$22.26	\$22.26
<b>14</b>	\$22.58	\$22.58	\$22.58

## CAFETERIA

	2012-13	2013-14	2014-15
<b>STEP</b>			
<b>0</b>	\$12.61	\$12.61	\$12.61
<b>1</b>	\$12.77	\$12.77	\$12.77
<b>2</b>	\$12.94	\$12.94	\$12.94
<b>3</b>	\$13.11	\$13.11	\$13.11
<b>4</b>	\$13.28	\$13.28	\$13.28
<b>5</b>	\$13.46	\$13.46	\$13.46
<b>6</b>	\$13.64	\$13.64	\$13.64
<b>7</b>	\$13.82	\$13.82	\$13.82
<b>8</b>	\$14.00	\$14.00	\$14.00
<b>9</b>	\$14.18	\$14.18	\$14.18
<b>10</b>	\$14.37	\$14.37	\$14.37
<b>11</b>	\$14.56	\$14.56	\$14.56
<b>12</b>	\$14.75	\$14.75	\$14.75
<b>13</b>	\$14.95	\$14.95	\$14.95
<b>14</b>	\$15.15	\$15.15	\$15.15

# NETWORK SPECIALIST

	2012-13
<b>STEP</b>	
<b>0</b>	\$19.65
<b>1</b>	\$19.92
<b>2</b>	\$20.19
<b>3</b>	\$20.46
<b>4</b>	\$20.74
<b>5</b>	\$21.02
<b>6</b>	\$21.30
<b>7</b>	\$21.59
<b>8</b>	\$21.88
<b>9</b>	\$22.18
<b>10</b>	\$22.48
<b>11</b>	\$22.78
<b>12</b>	\$23.09
<b>13</b>	\$23.40
<b>14</b>	\$23.71

# COMPUTER TECHNICIAN

	2012-13
<b>STEP</b>	
<b>0</b>	\$18.85
<b>1</b>	\$19.11
<b>2</b>	\$19.37
<b>3</b>	\$19.64
<b>4</b>	\$19.91
<b>5</b>	\$20.19
<b>6</b>	\$20.47
<b>7</b>	\$20.75
<b>8</b>	\$21.04
<b>9</b>	\$21.33
<b>10</b>	\$21.62
<b>11</b>	\$21.92
<b>12</b>	\$22.22
<b>13</b>	\$22.53
<b>14</b>	\$22.84

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