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MASTER AGREEMENT

ASHTABULA ASSOCIATION OF CLASSIFIED SCHOOL EMPLOYEES

AND

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

JANUARY 1, 2014

TO

JUNE 30, 2015

MASTER AGREEMENT

ASHTABULA ASSOCIATION OF CLASSIFIED SCHOOL EMPLOYEES
AND
ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

JANUARY 1, 2014 TO June 30, 2015

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ARTICLE 1. RECOGNITION

A. Recognition

The Ashtabula Area City School Board of Education, hereinafter "Board," hereby recognizes the Ashtabula Association of Classified School Employees OEA/NEA, hereinafter "Association," as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in Section 4117.01(G) of the Ohio Revised Code.

B. Bargaining Unit

The bargaining unit, hereinafter "employees," shall include all full time and regular short hour employees in the following positions or departments which are regularly assigned to a work schedule:

1. Transportation
2. Custodial
3. Maintenance
4. Delivery Service
5. Food Service
6. Administrative Assistant
7. Professional Education Assistant
8. Crossing Guard
9. Library Aide

The bargaining unit shall also include other classified employees who do not have as part of their responsibilities the rating of employees for salaries, promotion, or making assignments.

C. Exclusions

1. In accordance with Section 4117.01 O.R.C., the following employees are classified as confidential employees:

   Three (3) Administrative Secretaries to the Superintendent
   Administrative Secretary to the Director of Operations
   Two (2) Administrative Secretaries to the Treasurer

   The six (6) positions mentioned above shall be considered members of the unclassified civil service. As these confidential employee positions become open, the jobs will be advertised, but the awarding of these positions is not subject to the bidding procedure.

   Additionally, the four (4) secretarial positions in the fiscal office shall also be exempted from the Association as confidential employees pursuant to Section 4117.01 O.R.C. As these confidential employee positions become open, the jobs will be advertised but the awarding of these positions is not subject to the bidding procedure.

2. The following positions are specifically excluded from the bargaining unit:

Food Service Supervisor	Transportation Supervisor
Maintenance Supervisor	Coordinator of Student Data Processing Service
Assistant Treasurer	Network Engineer
Computer Technician	Network Administrator

Any supervisory position is excluded from the bargaining unit.

D. Continuing Recognition

The Board's recognition of AACSE-OEA/NEA as provided in Section A of this article shall continue unless and until such recognition is validly withdrawn or changed consistent with the provisions of Chapter 4117 of ORC.

ARTICLE 2. PRINCIPLES

All classified personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership is not a prerequisite for employment or continuation of employment of any employee.

ARTICLE 3. MANAGEMENT RIGHTS

The Board reserves all rights, powers, and authority to operate the school system as expressed in this Agreement and in the Ohio Revised Code. Except as modified or prohibited by the terms and conditions of this Agreement, the Board retains the following rights:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. To direct, supervise, evaluate, or hire employees;

3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. To determine the adequacy of the work force;

7. To determine the overall mission of the employer as a unit of government;

8. To effectively manage the work force;

9. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4. NEGOTIATIONS PROCEDURES

A. Request for Meetings

Upon receipt of written request to schedule a meeting for the purpose of beginning negotiations, the party receiving such notice will have ten (10) days to reply to the request. Within twenty (20) days of the date of the request to schedule a meeting, the parties shall establish the first date for negotiations. The initial request shall be made not more than ninety (90) days, or less than sixty (60) days, prior to contract termination date. All days referred to in this section shall be calendar days.

B. Meeting Schedule

The parties shall meet at places and times agreed upon at the beginning of the first meeting. Negotiations shall be conducted in a manner which will minimize interference with the required work schedule. However, this provision shall not limit scheduling of negotiations sessions during the workday. Length of meetings as well as times and places of the following meetings shall be agreed upon at the beginning meeting. (Changes may occur by mutual agreement.) All meetings shall be held in closed session.

C. Submission of Issues

All issues for negotiations by the Association and the Board shall be submitted in definitive writing at the first meeting. No additional topics shall be submitted by either party following the initial meeting, unless agreed to by both parties.

D. Negotiating Teams

1. The Board or the designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreement. Team members shall be excused from duty to attend negotiation meetings, without loss of pay, should such meeting fall within their work shift.

2. While no final agreement shall be executed without ratification by the Association and adoption of the Board, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.

E. Consultants

A total of three (3) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. For the purpose of this article, consultants are defined as persons having expertise in a particular topic or issue (i.e., finance, health care, etc.). Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the team. The expense of such consultants shall be borne by the party requesting or hiring them.

F. Exchange of Information

Prior to and during the period of negotiations or impasse, the Board and the Association agree to provide to each other relevant data and supporting information concerning the issue or issues under consideration.

G. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

H. Item Agreement

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

I. Intent to Recommend

When a tentative agreement is reached between both teams on all articles, the Association shall present the tentative agreement and recommend its approval by the membership, and the Board's team shall present the tentative agreement and recommend its approval by the Board of Education.

J. Agreement

When an agreement is reached through negotiations, the tentative agreement shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association for ratification and adoption. Within five (5) days of ratification by the Association, the Agreement shall be submitted to the Board for approval and become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's President, the Association's President, the Superintendent, Director of Operations, Board chief negotiator, Association Negotiations Committee Chair, Association chief negotiator, members of the Board's and Association's bargaining teams, and the Treasurer of the Board of Education.

K. Dispute Settlement Procedure

The Parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. When either party determines that the parties have reached impasse the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The first mediation session shall begin within ten (10) days of the appointment of the mediator. The parties shall continue mediation until the expiration of this agreement. During and subsequent to submission of the ten (10) days notice, mediation shall be utilized by the parties. Upon mutual agreement, the parties may extend mediation in an attempt to resolve all outstanding issues.

The parties agree that the aforementioned mediation process will constitute their dispute settlement procedure; however, the Board acknowledges that the Association retains the right to strike under Section 4117.14 (D)(2), and nothing herein shall be construed to limit the Association's right to strike.

ARTICLE 5. LABOR/MANAGEMENT COMMITTEE

A. The Board and the Association recognize the need for effective communication between the parties. Effective flow of two-way communications is to be through the Labor/Management Committee. This flow of communications may not be used to restrict or in any way minimize citizenship rights of employees and the Administration.

B. The Board and the Association agree to meet and discuss issues other than those included in the Agreement.

C. A Labor/Management Committee has been established and shall continue for the purpose of improving communications between the staff and administration, and to share and explore suggestions subject to the following conditions and provisions as established by Bylaws agreed to by the parties:

1. The Committee shall be comprised of twelve (12) members, including six (6) administrators and six (6) Association members. Each team will have the option to rotate members for meetings of the Labor/Management Committee.

2. The Bylaws shall establish:

   A regular meeting schedule
   A procedure for establishing a mutually agreed upon agenda for the meetings
   The manner in which the results of the meetings will be published

3. Notice of meeting dates and the tentative agenda will be posted at least five (5) days prior to the meeting.

4. The Bylaws shall be reviewed annually.

ARTICLE 6. RIGHTS OF THE ASSOCIATION

A. Association Rights

The Board hereby agrees that every employee of the Board shall have the right to organize, join and support organizations for the purpose of engaging in collective bargaining and negotiations. The Board agrees that it will not discriminate against any employee with respect to hours, wages and conditions of employment by reason of his/her membership in the organizations, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance with respect to any terms or conditions of employment.

B. School Mail

The Association or any committee thereof, shall be permitted to use the inter-office school mail, in a manner that does not interfere with the Board use of the mail.

C. Use of Facilities

The Association or any committee thereof, shall have the use of school facilities and equipment with the permission of the Director of Operations and/or the building principal when such facilities and/or equipment shall be used for Association business only. The aforementioned use shall not interfere with the daily operations of the District. Supplies necessary for the use of the equipment shall be furnished or paid for by the Association. When the custodian is on duty the building may be utilized without cost to the Association. At all other times the Association may use the building according to the regulations established by the Board of Education.

D. Board Responsibilities

The Board of Education agrees:

1. To provide a bulletin board in each building for the general use of the Association which will be located in an area readily accessible to and normally frequented by members of the Association.

2. To furnish to the Association President or designee, in response to reasonable requests, all available information concerning the financial resources of the school district, including but not limited to, annual financial reports and audits, register of classified personnel, agendas and minutes of all Board meetings, census and membership data, and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association.

3. To extend to the Association all the rights and privileges afforded to the public at Board of Education meetings.

4. To send agendas to the Association President and to each of the buildings in advance of Board meetings.

5. To provide the Association President or designee with copies of the official Board Minutes following each Board meeting, at no cost to the Association.

6. To provide to the Association President an up-to-date copy of the official Board of Education Policy Book and all revisions as they become available.

7. All correspondence provided to the Association President shall be passed on to the succeeding President.

E. Association Positions

The Association agrees that when an Association position is to be stated at Board meetings by the President of the Association and/or his/her designee, that position will be publicly identified as such.

F. Attendance at Association Meetings

Time shall be set aside for Association meetings on Orientation Day. Association meetings shall be scheduled so as not to conflict with the normal hours of the school day. Employees who are scheduled to be at work when an Association meeting is scheduled (i.e., second shift), shall be permitted to take up to time-and-one-half (1-1/2) hours, three (3) times per school year, with pay.

G. The President or Acting President of AACSE may be allowed to alter his/her workday with the approval of his/her supervisor, which shall not be unreasonably withheld, in order to attend Association meetings. Twenty-four (24) hours notice will be given to the appropriate supervisor when possible.

ARTICLE 7. ASSOCIATION LEAVE

A. NEOEA Day

The Board agrees to permit all employees to attend out-of-district workshops held on NEOEA Day subject to the following conditions:

a. The workshop must be related to the performance of duties of the employee's position.

b. The specific workshop must be approved by the Superintendent or his/her designee prior to the employee's attendance at a workshop.

c. The employee will receive his/her regular rate of pay for the duration of the workshop, not to exceed the employee's regularly scheduled hours. With prior approval, the employee may be permitted to attend a workshop that lasts longer than their regularly scheduled hours.

d. The employee agrees to present documentation to the Superintendent or his/her designee confirming their attendance at the workshop.

B. Association Leave

The Association shall be granted an aggregate of twenty-five (25) working days per school year to attend to Association business and/or attend NEA/OEA/NEOEA workshops or meetings. The "working day" shall be based upon the employees actual work day who is taking the leave. The Association President will notify the Director of Operations at least five (5) working days in advance of the leave by submitting a professional leave form, identifying the individual(s) who will be absent and which days they will be absent. The Board of Education shall not be responsible for any mileage or expenses of the absent employees other than their daily compensation. Association leave may be used in one-quarter (1/4) day, one-half (1/2) or full day increments.

Meetings or events scheduled jointly by AACSE and the Board of Education or their designees shall not require the use of Association leave in order for Association representatives to be released, with pay, from their worksite(s).

C. Association Executive Board Meetings

Second and third shift employees who are Association Executive Board members shall be permitted to attend the Association's Executive Board meetings without loss of pay.

1. Prior to release from work, the employee will collaborate with his/her supervisor:

   a. When the employee will be attending the Association's Executive Board meeting
   b. What leave time (flex or compensatory time) will be used

   c. What work needs to/will be completed

2. Flex time shall be permitted for attendance at Association's Executive Board meeting.

   a. Flex time usage will be made up within two (2) workdays not including other approved leaves of absence. Flex time will be mutually agreed upon by the employee and his/her immediate supervisor.

   b. A flex time form shall be submitted to the appropriate supervisor at least twenty four (24) hours prior to the Executive Board meeting. Exceptions to this requirement shall be granted in emergency situations. In emergency situations a phone call shall be made to the employee's immediate supervisor.

3. Accrued compensatory time may be used to attend the Association's Executive Board meeting.

D. Election Committee Leave

The Board of Education agrees to provide Professional Leave time for the Ashtabula Association of Classified Schools Employees Election Committee for no more than two (2) individuals for five (5) hours each on the annual election of officers and/or ratification of contract day.

E. State/District Association Leave

The Association shall provide to the Director of Operations a list of Association, District and State officers. The Board will provide a leave of absence to one (1) employee who is a State Association officer, and one (1) employee who is an NEOEA District Association officer. Such leave shall be granted for the time required to perform the State or District duties and, in any event, will not exceed three (3) days of leave per school year for any such employee. Any additional days needed to complete the obligations of the office shall be granted as long as the State or District Association agrees in advance, in writing, to reimburse the Board the cost of substitute coverage. The aforementioned days of professional leave may be taken by an employee in one-quarter, one-half, or full day increments. In order to take advantage of any such leave, the Association must provide the Director of Operations with at least one week's advanced notice; however, in the case of an emergency, the Superintendent may approve the taking of such leave of absence within a shorter period of time. Any employee who takes this leave will provide the Director of Operations with documentation of attendance at the meeting or event upon return from the leave.

ARTICLE 8. ASSOCIATION SECURITY AND DUES/FEES DEDUCTIONS

A. In recognition of the Association's services and benefits to the bargaining unit, all employees shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a fair share fee. Employees shall not be responsible for paying fair share fees or dues during the initial portion of their probationary period, as established in Article 14, Section D, Paragraph 1 of this agreement.

B. The Board agrees to an automatic payroll deduction, unless paid in one (1) lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than 100% of the total dues of the Association, from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.

C. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall

be the annual membership dues, less the amount previously paid through payroll deduction.

D. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15, except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck.

E. A list of all members and fair share payers, applicable dues rates and fair share fee rates shall be transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll deducted no later than September 1 of each year. Dues will be withheld from each paycheck from the first pay in October through the first pay in June. The Board agrees to transmit promptly all amounts deducted to the Association.

F. The Board further agrees to accompany the initial transmittal with a list of the names of employees for whom all such deductions are made.

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

H. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

I. The amount to be deducted from the pay of all non-Association members shall be not more than one hundred percent (100%) of the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

J. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a non-member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to the following:

   a. To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;

b. To permit the Association or its affiliates to intervene as a party when it so desires; and/or

c. To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and

4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein, however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.

K. A non-member of the Association who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph B above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, other than those currently designated as members only benefits.

L. Any non-member of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent, and shall be liable subject to a civil action for damages in the amount of any unpaid service fee and other assessments to the Association for the annual fair share fee assessment.

M. The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement, and it will not be granted to any other employee organization seeking to represent employees represented by the Association.

N. The Board of Education shall have no requirement to bring an action against any staff member under this article.

ARTICLE 9. JOB DESCRIPTIONS

A. Copy of Job Description

The Association President shall be furnished a copy of the job description of each position covered under the terms of this Agreement.

B. Changes in Job Description

Prior to any changes in any job descriptions covered under this Agreement, the Association shall be notified of such anticipated change, and a meeting date shall be established to discuss the new job description. The Association's input will be considered before any change is made in a job description. After such discussion, the ultimate determination of the identity of the new job description(s) shall be the right of the Director of Operations. When a change is made, the modified position will be posted for bid. If the person in the position which is being changed is not

awarded the modified position as a result of the bid procedure, that person has the right to displace another employee in the same department with less seniority. No current employee will forfeit his/her position due to a change in a job description, except in the event that same is required due to a change in state or federal law.

C. Changes in Job Duties

The Board shall provide in-service for employees within a department in the event it is necessary to change job duties within a job description or the employee is new to the department. Other employees may attend the in-service on a voluntary, unpaid basis.

D. New Hires

All newly hired employees shall be furnished a copy of their job description upon hiring. All other employees shall receive a copy of their job description upon request or when a change to their job description occurs.

E. Objectives

All job descriptions shall include the objective qualifications and performance responsibilities required to carry out the work for the position.

F. Content

Job descriptions will list the general duties to be performed by the employee for each position. Any reference to "other duties as assigned" shall be construed as meaning those other duties that are reasonably related to the scope of the general job description.

ARTICLE 10. EMPLOYEE EVALUATION

A. Evaluations

Evaluations shall be completed for all employees on at least an annual basis. Newly hired employees shall be evaluated a minimum of two (2) times during the term of the probationary period, in addition to a final evaluation. Evaluations shall be completed by the appropriate supervisor(s) and/or building principal. The evaluation of probationary period employees is provided for in Article 14 Bid Procedure and Transfer, paragraph D, Probationary Period.

B. Conference

Any employee being evaluated pursuant to the evaluation procedure contemplated herein, including probationary employees, shall have the opportunity to discuss the evaluation with the supervisor or building principal that is responsible for conducting the evaluation. Upon the request of either party for such a meeting, the employee shall be notified, in advance, as to the date, time, and place of the

meeting to review the completed evaluation. All meetings to discuss evaluations should be held during the normal workday of the employee. In the event the meeting must be held outside the workday, the employee will be paid for the time spent at such meeting, and will submit a time card.

C. Signature

The employee shall be offered the opportunity to sign the evaluation and receive a copy at the time of the review. Such signature shall not indicate agreement or disagreement. No additional written comments will be made on the evaluation form following the meeting to review the evaluation.

D. Right to Respond

The employee shall have the right to respond to the evaluation, either on the form or by written response to be attached to the evaluation.

E. File

The completed evaluation form shall be placed in the employee's file.

F. Form

All formal evaluations shall be completed on the negotiated form as set forth in the appendix of this Agreement.

ARTICLE 11. PERSONNEL RECORDS

A. Location/Right to Review

Personnel records shall be filed in the confidential files at the Administration Building. Each employee shall have the right to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent and/or the Director of Operations, or their designee.

B. Examination

Any employee can request to see and will be permitted to examine his/her personnel file, so long as the employee does not remove any article from the file. An employee may receive copies of any information in the personnel file except as limited herein.

C. Privileged Information

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the employee's

authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the employee.

D. Discipline Materials

Any employee receiving a written reprimand, or notice that may be put in his file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.

E. Notification

1. Communications including evaluations, recommendations, and derogatory materials which are included in the personnel file shall be called to the employee's attention at the time of inclusion.

2. Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service character, or personality except as excluded above (i.e., confidential credentials and related personal references). The employee shall acknowledge that he had read the material by affixing his signature and the date to the filed copy. His/her signature shall not indicate agreement with the content of the materials, but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement attached to the file copy.

F. Limitations

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

2. Any materials placed in the employee's file shall carry the date of enclosure and initials of the Superintendent or Director of Operations.

G. Exclusion

Information pertaining to grievances shall not be placed in an employee's personnel file, except that the employee's personnel file may contain a cross-reference to any grievance file which contains pertinent employment information.

H. File Access

Only documents or information designated as public records under Ohio law will be available upon request to non-school district employees. Anytime a bargaining unit member's personnel file is accessed by anyone other than the Board of Education, its administrators or their designees, the bargaining unit member will be notified, in writing, within five (5) business days of the request. If copies are made, the above notification shall include a summary of the documents provided to the requestor.

I. Upon the request of an employee, all records and/or documents of a disciplinary nature, or documents containing adverse references, except as are hereinafter identified, shall be removed from the employee's personnel file on the following conditions:

1. That two (2) years have elapsed from the date of the incident which is the basis for the document identifying the discipline or adverse reference; and

2. That no written records of disciplinary actions or writings containing adverse references have been placed in the employee's personnel file during the aforementioned two (2) year period.

The right of an employee to remove records from his or her personnel file does not apply to documents or records pertaining to matters pertaining to claims of child abuse or sexual misconduct, performance evaluations, or documents or records that are required by law to be retained by the Board.

ARTICLE 12. DISCIPLINARY PROCEDURES

A. Purpose

Any disciplinary action affecting a classified employee should be administered with the intention of improving the employee's performance. The Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the classified employee and his/her immediate supervisor.

B. Privacy

All disciplinary actions and/or verbal reprimands affecting bargaining unit members shall be administered in private. This language is not intended to have application to constructive criticism, instructions, or direction given to employees by their supervisors.

C. Right to Representation

The Board agrees that an Association representative and the OEA Labor Relations Consultant and legal counsel shall be permitted to attend any disciplinary interview, meeting, or hearing contemplated by this article and the administration shall inform the employee of this right.

D. Just Cause

No employee shall be disciplined, reprimanded, suspended or terminated without just cause and without due process as is provided herein. Any dispute concerning disciplinary action shall be resolved through the grievance procedure.

E. Progressive Discipline

1. When an employee is disciplined, a progressive discipline approach will be utilized. Any incident of misconduct and/or neglect of duty will be referred to as an "offense." Progressive discipline does not preclude bypassing lesser disciplinary action in cases of serious and/or overt misconduct.

2. Disciplinary action shall be commensurate with the employee's offense.

3. Disciplinary Action Steps:

Step 1	Oral reprimand (Written reports of oral reprimands may be placed in the employee's file but need not be.)
Step 2	Written reprimand
Step 3	Suspension with or without pay 1-3 days
Step 4	Suspension with or without pay 4 or more days
Step 5	Termination

F. Due Process

In the event of any action taken by the Board or its Superintendent or Director of Operations to suspend or terminate an employee, the Board or Superintendent or Director of Operations shall provide the employee with:

1. Written notice of the reason(s) for the intended action, together with the date(s) of the implementation of the disciplinary action;

2. The opportunity for a pre-disciplinary hearing before the Superintendent unless the proposed discipline would be a three (3) day suspension or less. In this situation, the Director of Operations may conduct the pre-disciplinary hearing. Regardless of who is conducting the hearing, the employee shall receive written notice via hand delivery or by certified mail, return receipt requested, at least forty-eight (48) hours prior to the pre-disciplinary hearing;

3. The opportunity to rebut the charges at the hearing or in writing within five (5) working days after the hearing;

4. A written decision within seven (7) working days following the hearing stating the nature of the disciplinary action to be implemented and the reasons therefore.

ARTICLE 13. SENIORITY

A. Seniority Defined

1. District-wide Seniority

District-wide seniority shall be defined as an employee's length of continuous service with the Board as determined by the most recent date of hire as a regular employee. A "regular employee" shall be defined as a regularly scheduled full-time or short-hour employee. Transfers or promotion dates shall not be construed as the "most recent date of hire."

2. Departmental Seniority

Departmental seniority shall be defined as the employee's continuous length of service within a particular department, measured from the date of entry into each department. Departmental seniority shall prevail in connection with the awarding and filling of positions as is set forth in Article 14, Bid Procedure and Transfer, and will also prevail in connection with any reduction in force as is set forth in Article 15, Reduction in Force. Departmental seniority shall be frozen when an employee transfers from one department to another. Re-entry into a department shall cause the reactivation of previously held seniority, provided the re-entry was from a bargaining unit position.

B. New Employees

1. Any new employee during the first thirty (30) days of their sixty (60) working day probation shall have no seniority rights or have the ability to bid on an open position. Employees retained beyond thirty (30) days of their initial sixty (60) working day probationary period shall have their seniority computed as of the original hire date.

2. Any new employee hired within five (5) years of being removed from the recall list of Ashtabula Area City Schools shall have a probationary period of thirty (30) working days provided the return is to a position previously held in the district. Employees retained beyond the thirty (30) working day probationary period shall have their seniority computed as of the returning hire date.

C. Accrual

1. Employees shall accrue seniority while on sick leave, receiving workers' compensation, and layoff. Employees shall accrue seniority while on all other approved leaves granted by the Board, which last two (2) years or less.

2. Departmental seniority shall not accrue during time spent outside of the department but shall remain frozen until such time an employee re-enters the department. After re-entering the department, an employee will be entitled to receive the amount of his/her frozen seniority added on to the seniority computed as of the date of re-entry into the department. The personnel file of each employee shall show the documentation for computing all frozen seniority.

3. Time spent on a Board approved leave for more than two (2) years shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. Loss of Seniority

Seniority shall be lost when an employee retires, resigns, or is discharged for cause. An employee who was a bargaining unit employee and currently holds an exempt position, or currently holds a supervisory position shall be permitted to return to the bargaining unit only if a position is vacant. Non-bargaining unit members shall not have seniority rights for a bargaining unit position regardless of any position previously held.

E. Seniority List

1. A seniority list shall be maintained by the Board for all employees within the bargaining unit. By October 1 of each year the Board shall prepare and post on the designated bulletin board in each building/work site, a seniority list by department in order of the date of hire of each employee in the bargaining unit. Said list shall be provided to the Association President on or before the date of posting.

2. The seniority list shall be updated as employees are hired, leave the employment of the district or transfer departments. The updated seniority list shall be provided to the Association President upon request for same.

3. The system wide/departmental seniority list shall indicate each employee who holds "frozen" seniority with an asterisk.

F. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority will be broken by using last name, alphabetical order to determine the order of seniority.

3. Effective January 1, 2009, ties that occur when two (2) bargaining unit members enter a new department or seniority roster at the same time shall be broken by using district-wide seniority. Should a tie still exist, the tie shall be broken by using last name in alphabetical order.

ARTICLE 14. BID PROCEDURE AND TRANSFER

A. Vacancies

Vacancies shall be defined as either (1) a position to replace an Association member on leave of absence which has been or is expected to last longer than one semester (determined by the Board approved school calendar); (2) or a regular position which is either newly created; (3) or which is unfilled for the following school year because of death, retirement, resignation, or termination, and which the Board intends to fill. Any vacancy which arises during the term of the school year due to a death, retirement, non-renewal, termination, resignation or leave of absence shall be posted as outlined herein.

B. Postings

1. The Board through the Director of Operations office shall post all job vacancies, including newly created positions, revised positions, and promotional positions from Monday at 12:00 p.m. to Friday at 4:00 p.m. Should a Monday be a non-business day for the district, the posting will occur on the first working day following the Monday and be posted for a period to end at 4:00 p.m. on the fifth business day following the posting. Should a Friday be a non-business day for the district, the posting will close at 4:00 p.m. on the first business day following the Friday.

2. Vacancies will be posted on the AACS website, at each building on an easily accessible bulletin board and via an answering machine.

3. The only exception to the above procedures shall be when a position becomes vacant after a bid/bump meeting has been scheduled. The position shall be immediately awarded to the successful bidder who bids at or prior to the bid/bump meeting in conjunction with Article 15 E (7). The selection shall be in compliance with Section C below. Should no one within the department bid on the vacant position, it shall be offered to the rest of the bargaining unit as prescribed in B (1) of this article.

4. The Association Secretary shall receive three (3) copies of all postings via school mail.

C. Bid Procedures

An employee must make a bid for the vacant position, using a mutually agreed upon application form, to the Director of Operations. The awarding and filling of the vacancy shall occur within five (5) Board Office business days of the date of the bid closing when the award is made to a bargaining unit member. For the purpose of this section, a bargaining unit member is defined as a person who is currently employed or on the recall list, and who has successfully completed the initial sixty (60) day probationary period. Any award made to a person from outside of the system must be approved by the Board of Education prior to the filling of the vacancy. The following order shall prevail in awarding the bid:

1. Applicants who hold departmental seniority in the department of the vacancy, including employees on the recall list, shall have bidding rights based on departmental seniority. The job shall be awarded to the applicant from the department who has the most departmental seniority except when specialized skills are required to perform the duties of the job.

2. If no employee who holds departmental seniority in the department of said vacancy applies or qualifies for the position, second bidding rights shall be extended to all bargaining unit members outside of said department including employees on the recall list. The job shall be awarded to the applicant from another department including employees on the recall list with the most bargaining unit seniority who has the qualifications to do the work in question at the time of the award. All applicants shall submit a written application for the vacant position.

3. If no one from within the system has the qualifications to perform the work, or no one bids on the position, the Board of Education may go outside the system to hire for the position.

4. Should a successful bidder not satisfactorily complete the probationary period or decides not to take the job on a permanent basis and returns to his/her former position, the position shall be then awarded to:

   a. The bidding employee including employees on the recall list having the next highest departmental seniority except when specialized skills are required to perform the duties of the job.

   b. The bidding employee outside the department including employees on the recall list with the next highest district-wide seniority who has the qualifications to do the work in question, at the time of the award; and then to

   c. The person from the outside the district who is the most qualified for the position.

D. Probationary Period

1. New Employees

There shall be a probationary period of sixty (60) working days following the Board of Education's approval of the hiring of a new employee to allow the Board to determine the fitness and adaptability of any such new employee it hires to do the work required. During the first thirty (30) working days of said probationary period, a new employee shall have no seniority rights. Such employees are not entitled to hospitalization coverage, fringe benefits, or personal leave during the first thirty (30) working days of the probationary period. After the first thirty (30) days, the employee shall be a member of the

bargaining unit and entitled to all benefits of this collective bargaining agreement, including but not limited to, the right to join the Union.

Any new employee hired within five (5) years of being removed from the recall list of Ashtabula Area City Schools shall have a probationary period of thirty (30) working days provided the return is to a position previously held in the district. During the first twenty (20) working days of said probationary period, the employee shall have no seniority rights. Such employees are not entitled to hospitalization coverage, fringe benefits, or personal leave during the first twenty (20) working days of the probationary period. After the first twenty (20) days, the employee shall be a member of the bargaining unit and entitled to all benefits of this collective bargaining agreement including but not limited to the right to join the Union.

However, none of the foregoing is intended to alter the status of new employees, who shall remain employed "at will" during their entire probationary period.

2. Current Employees

An applicant from within the system who fills the positions as set forth in Section C (2) shall take this position subject to the following conditions, unless the position is/was subject to a RIF, in which case Article 15, Section E (2) shall apply.

a. The bargaining unit applicant shall be subject to a probationary period of fifteen (15) working days for employees from within the department, and thirty (30) working days for employees from outside the department. A probationary employee may, at any time during that period, be removed or reassigned to his/her former position at the discretion of the Board of Education or the Director of Operations and such decision shall not be arbitrary or capricious. Upon request of the employee, the reason(s) for the removal from the job shall be provided to the employee in writing, as soon as possible after the employee's request. If, after the probationary period the employee is not returned to his/her former position, the former position will be posted pursuant to Section B above.

b. During the probationary period, the employee will not be permitted to move up. An employee who is in their probationary period may bid on another position if the position has more hours or higher pay than their current probationary position. In the event the employee does bid out of their current probationary period position and subsequently returns to the same probationary position, the employee will be required to serve a full probationary period. The probationary period is counted in days actually worked.

c. The Board must establish, in writing, that the successful bidder cannot meet the performance standards of the position, established by the job description prior to reassignment to his/her former position. The

employee may appeal the Board's action through the grievance procedure.

d. Employees who are subject to a fifteen (15) working day probation period shall be evaluated at least twice during the fifteen (15) day probationary period. Employees who are subject to a thirty (30) working day probation period shall be evaluated at least three (3) times during the thirty (30) day probationary period. In each case, the first evaluation shall occur in the first five (5) actual days worked. Except for extraordinary circumstances, the failure to evaluate the probationary employee will entitle the employee to retain the position. An employee has the right to have union representation during any evaluation meeting.

e. The probationary period may be waived at any time prior to the completion of the probationary period by the agreement of the employee, immediate supervisor, and the Director of Operations on the probationary period waiver form. Such waiver shall be used for the purpose of shortening the aforementioned probationary period. When the waiver form has been signed, the position of the employee shall be put up for bid within five (5) working days.

f. The successful bidder may request, in writing, to be returned to his/her former position after five (5) working days prior to ten (10) working days from the filling of the new position. By mutual agreement between the supervisor and an employee, the employee may return to his/her former position before the 6th working day referred to in the previous sentence. An employee may not exercise this right more than two (2) times during the term of the contract.

g. Employees who bid on a position within their department are eligible to receive in-servicing to meet any new job requirements or skills resulting from an upgrading on the job description for the vacant position. The in-servicing will be offered within a reasonable time period to interested employees within the department at no cost to the employee.

E. Vacancies - Successful Bidder

1. The successful bidder shall begin work at the new position on the date designated in the award of the position not to exceed five (5) working days from the closing of the position, and shall remain in the position for five (5) working days subject to the provisions in D (2) f. of this article.

2. When a successful bidder commences the new position, his/her former position may be filled by a substitute for a period not to exceed the probationary period plus the bid and posting procedure.

3. After the probationary period is completed and the vacant position is filled on a permanent basis, the former position of the successful bidder shall be

posted within five (5) days after the probationary period has been completed or D.3. has been implemented.

F. Rate of Pay

Employees awarded positions outside of their former department shall receive the rate of pay on the same step of the new salary schedule which the employee held in the former department. The new rate of pay shall be effective as of the first day the employee works in a new position.

G. Notification

A notice containing the name of the successful bidder will be posted, and three (3) copies of the notice award will be mailed via school mail to the Association Secretary within five (5) days after the vacancy has been filled. The notice shall contain: position, building, department, step on salary schedule, and projected start date.

H. Medical Transfer

1. When an employee becomes physically unable to perform his/her regular job duties, the Board shall permit the employee to displace the least senior employee in the same department. The employee requesting a medical transfer will supply a medical report which states that the employee is unable to perform the duties of his/her regular position and that the employee is being transferred. The Board reserves the right to have the employee examined by a physician designated by the Board, at the Board's expense.

2. In order to receive a medical transfer, an employee must be qualified to perform the work of the new position at the time of the transfer. Such transfers will be made to a position of equal or less hours, pay and/or job duties. Such a transfer will not be done to enhance an employee's hours, pay and/or job duties.

3. The employee who is bumped shall substitute, if qualified, in the open position at the regular rate of pay and hours for the position in which he/she is substituting. The open position will then be posted and filled pursuant to Article 14, Section C.

4. If the displaced employee is not qualified to fill the open position, displacement rights as outlined in Article 15, Section I.6 shall apply.

5. Once the vacancy created by the medical transfer has been filled, the bidding procedures as outlined in Article 14, Section C and the displacement rights set forth in Article 15, Section G, shall apply.

I. Open Positions

In the event that a bargaining unit position is filled with a substitute in excess of forty (40) working days, the position will be considered filled with the substitute. The employee shall then be subject to all provisions regarding new employees.

J. Departments

Whenever used in this Agreement, departments shall be specified as follows (with positions listed under appropriate departments):

1. TRANSPORTATION
   a. BUS AIDE
   b. BUS DRIVER
   c. MECHANIC

2. CUSTODIAL
   a. CUSTODIAN
   b. CUSTODIAN/PRINT OPERATOR

3. FOOD SERVICE
   a. FOOD SERVICE I (COOKS)
   b. FOOD SERVICE II (COOK HELPERS, CASHIERS, SERVERS, AND BREAKFAST SERVERS)
   c. FOOD SERVICE III (AIDES)

4. MAINTENANCE
   a. MAINTENANCE
   b. SKILLED MAINTENANCE

5. ADMINISTRATIVE ASSISTANTS

6. PROFESSIONAL EDUCATION ASSISTANTS
   a. PARA-EDUCATORS
   b. PARAPROFESSIONALS

7. DELIVERY SERVICES DEPARTMENT
   a. DELIVERY SERVICES DRIVER

8. CROSSING GUARD

9. LIBRARY AIDE

ARTICLE 15. REDUCTION IN FORCE

A. Definition of RIF

A reduction in force (RIF) shall have occurred when the Board reduces in hours or days, eliminates, or fails to fill a bargaining unit position.

B. Reasons for RIF

A RIF may occur only for the following reasons:

1. Lack of work,

2. Financial reasons,

   Financial reasons shall be defined as a projected cash balance of two million dollars ($2,000,000) or less for the next fiscal year in line 12.010 Fund Balance June 30 for Certification of Contracts, Salary Schedules and Other Obligations of the most recent Board approved five year forecast, as verified by ODE and OEA analysis. Additionally, any substantial reduction in Federal or State Grant or Program dollars may result in a RIF of positions(s) funded by the lost dollars.

3. Abolishment of position(s),

4. Return of an employee from a leave of absence, or being released from modified return to work or light duty,

5. Building closure, suspensions of schools, or territorial changes affecting the district.

The number of employees affected by RIF shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.

C. RIF Seniority

Seniority, for reduction in force purposes, shall be determined by the employee's seniority within a department by using the employee's date of hire or entry into a particular department. Secretary seniority shall be established as date of hire for all secretaries who were employed as such as of February 28, 1984. Secretarial employees entering the department following this date shall have departmental seniority as established above.

D. Notification of Anticipated RIF

1. When there is going to be a reduction in force not involving an employee lay off (i.e., attrition), the Board will provide a ten (10) day notice.

2. When an employee returns from leave of absence or workers comp. leave the Board will provide a ten (10) day notice.

3. The following provisions shall apply only when there is an anticipated lay off, other than when an employee returns from leave of absence or workers compensation.

   a. If the Board determines a RIF may occur, the Board shall notify the Association President in writing, not less than forty-five (45) calendar days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of Board action to implement the RIF and effective date of the RIF.
   b. Within five (5) calendar days of receipt of the notification, representatives of the Board and/or its designee and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for the implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the expedited rules of the American Arbitration Association. At this meeting, a list of potentially affected employees will be provided.

      The Association and the Board will review the list. Such review shall not indicate concurrence with either the reasons for RIF or the positions identified for the RIF. The Board and the Association will discuss the need and date for a bumping, or displacement meeting.

E. <u>Bumping Procedures</u>

1. All persons who are to be affected by a displacement or "bumping" and are entitled to notice of a "bumping meeting" shall be provided with written notice by certified mail or hand delivered within a minimum of ten (10) working days prior to the bumping meeting. Once the certified mail or hand delivered notice has been delivered to the employee, no further notice will be required. All affected employees shall attend the bumping meeting or, by not attending, will have waived the right to bump or displace a less-senior employee, or in the event of a bid, will have waived their right to bid. In the case of an emergency or for unforeseen circumstances, the Director of Operations or his designee may reschedule a bumping meeting at either a time mutually agreed upon by the Director of Operations and all the employees involved, or by re-notifying the affected employees as contemplated herein.

2. Employees affected by RIF may displace or bump any other employees within the department who have less departmental seniority. When a position has been reduced and then recreated or there are vacancies within the department, these positions will be offered for bid prior to the bump at a bid/bump meeting scheduled, and in compliance with the provisions of Article 14. The following shall apply to all bids awarded at a bid/bump meeting:

   a. The probationary period will be waived for the successful bidder.

b. The successful bidder cannot return to his/her prior position; and,

c. If all bargaining unit members actively employed in the department have position at the end of the bidding, the bumping portion of the meeting will be canceled.

The foregoing does not constitute an interruption of Management's right to assess and document an employee's performance. Management specifically retains the right to continue the review and appraisal of bargaining unit members, subject to other provisions of this Contract.

3. An employee who is subject to a RIF shall have the right to exercise one (1) of the following options:

   a. The employee may bump a person with less departmental seniority, within their current department, without regard to paid work hours, work week and/or work year.

   b. For persons having departmental seniority in another department, the employee may bump a person with less departmental seniority in another department, when the bumping employee meets one (1) of the following conditions:

      i. The employee is unable to bump within his/her current department; or

      ii. The employee can avoid a loss of salary when compared to his/her bumping options within their current department; or

      iii. The employee can avoid an increase of the employee's insurance premium contribution rate when compared to his/her bumping options within their current department.

      The employee shall declare his/her intention to bump into another department at the bid/bump meeting. Management will schedule a bid/bump meeting for the affected department within fifteen (15) days.

   c. Choose not to bump and be considered laid off. A laid off employee may file for unemployment compensation at his/her discretion.

   An employee with more than one (1) position shall have the right to exercise a. or b. above for each position they hold that is affected by the RIF. If all of the employee's positions are affected by the RIF, he/she shall have the right to exercise c. above as long as he/she assumes a lay off for all positions held in the District.

4. Those employees displaced or bumped shall have the same bumping rights as the employee who was originally reduced.

5. Once an employee has exercised a bump, he/she may not revoke the bump.

6. If bids will be offered at the bump meeting, then all individuals that hold departmental seniority shall be notified in writing of the meeting and the specific positions being offered at least ten (10) days prior to the meeting being held. Additionally, the notice may include positions that may come open from the time the notice is sent to the time of the bid/bump meeting. If a position becomes open two (2) work days or less from the bid/bump meeting, it shall be posted at the meeting without prior notification.

7. Should an employee be unable to attend the bid/bump meeting and wishes to bid on a position being offered, he/she may deliver a bid in writing to the office of the Director of Operations. The bid may be placed via fax or email with receipt confirmed by the employee via telephone. The bid must be received no later than the close of business on the day of meeting or one (1) hour prior to the start of the meeting, whichever occurs first.

8. Should an employee be unable to attend the bump meeting for any reason, he/she may submit to the Director of Operations no more than two (2) contact number(s) in the event he/she would need to exercise his/her right to bump another employee. Should action be needed, the employee will be called three (3) times within a five (5) minute period at each number given. Should the employee be unreachable, the employee will be deemed to have accepted a lay-off.

9. Should an employee subject to a RIF be unable to maintain or improve the number of hours to maintain their current insurance contribution rate through a bid or bump, the employee shall be maintained at the contribution rate held immediately prior to the RIF for a period of two (2) months.

F. Implementation

1. Following the bumping meeting and determination of the employees to be affected by a lay-off, the employee(s) to be laid off will be given written notice of the layoff with a statement of their displacement and recall rights. An employee to be laid off due to RIF shall be given fifteen (15) calendar days advance written notification prior to the implementation of the RIF. The Association President shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

2. After providing the employee with the notice of layoff, the Board or Superintendent or Director of Operations will take action to officially lay off the persons after complying with the aforementioned procedures.

3. Employee(s) shall be laid off in reverse departmental seniority order, that is, the employee with the least amount of departmental seniority is the first to be laid off.

4. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

G. Limitations

1. No new hire shall be employed in a bargaining unit position until all eligible, laid off employees in the department have been offered such position.

2. Work previously performed by laid-off employees shall not be subcontracted.

3. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.

H. Layoff Rights

An employee on lay off status shall have the following rights:

1. The right to continue receipt of group insurance coverage as defined under Article 35 Insurance A. 8. at the Board's expense for three (3) months and at the employee's expense for the remainder of the recall period.

2. The right to accrue seniority credit during the period of lay off.

3. The right to be notified by mail of all postings for bargaining unit positions.

4. The Board agrees not to contest an employee's application for unemployment compensation benefits.

5. An employee on the RIF list will be given priority consideration as a substitute employee in the district after active employees have been afforded the opportunity for substitution. Said employee will be contacted to substitute at the regular rate of pay in their department and substitute pay outside of their department, if the employee is qualified to perform the work.

I. Recall Rights

1. Laid off employees shall be recalled in reverse order of seniority, i.e., the most senior laid off employee - first recalled.

2. Reinstatement from the recall list shall be to the same or equivalent position which the employee held prior to layoff. Should a person refuse recall to this position, he/she shall be immediately removed from the recall list and lose all rights guaranteed under this contract.

3. The employee may opt to accept a position, within the same department, at less hours and pay.

4. Upon recall, an employee shall be given notice at his/her last known address by certified mail. It shall be the employee's responsibility to keep the Board advised of his/her address. The employee shall be given ten (10) workdays to accept such offer and shall be granted a minimum of fifteen (15) workdays from the date of receipt of the recall notice to report to work.

5. This procedure shall continue until all employees on layoff status have been recalled; have retired under an Ohio State Retirement System; have voluntarily resigned or have not accepted an offer of recall within eighteen (18) months from the effective date of layoff.

6. Vacancies which remain unfilled following the procedure in Article 14 shall be offered in writing to the employee holding the most departmental seniority on the recall list. Should no one with departmental seniority accept the recall or no one holds seniority in the department where the vacancy exists, the position shall be offered to the employee on the recall list with the most district-wide seniority and who meet the qualifications for the position. Such person shall be subject to the applicable probationary period, unless the recalled person is returning to a position previously held by the employee.

J. Hourly/Daily Schedule Changes

1. Any adjustments made in transportation and food service positions which result in the addition or deletion of fifty-nine (59) minutes or less shall not be considered a RIF. Any adjustments made in transportation positions which result in the addition or deletion of less than thirty (30) minutes shall not be considered a RIF.

2. Food Service positions which change by the addition or deletion of sixty (60) minutes or more shall abolished and recreated following the RIF procedures. Transportation positions which change by the addition or deletion of thirty (30) minutes or more shall be abolished and recreated following the RIF procedures.

ARTICLE 16. LEAVES OF ABSENCE

A. Unpaid Leaves of Absence

1. Upon a timely written request, the Board may grant a leave of absence for a period of not more than two (2) years for educational reasons, professional reasons, or other purposes.

2. The Board shall also grant an unpaid leave of absence for up to two (2) years for serious personal illness or disability. An employee must exhaust all earned and advanced leave available to the employee in order to be eligible for this leave of absence. When an employee requests a leave of absence upon the basis of personal illness or disability, the employee shall provide the Board with written documentation of such illness or disability.

3. An employee who is on a Board-approved extended unpaid leave of absence shall notify the Superintendent or designee of his or her intent to return from the extended unpaid leave of absence. Written notice shall be provided by the employee at least ten (10) days before the Board's regular meeting. The written notice from the employee shall also include a statement from the employee's physician indicating the physician's opinion that the employee is able to resume and perform all of his/her duties as outlined in the job description.

4. The Board of Education will consider the request to return to work at its next regularly scheduled meeting, provided the employee has provided the ten (10) day notice as required by the preceding paragraph. Following the Board's approval of the return to work by the employee, the employee will be reinstated following a bumping meeting as is contemplated by Article 15, Reduction in Force, section E. This bumping meeting will be held within ten (10) days of the Board's approval of the employee's return to work. Upon return of a classified employee from an unpaid leave, the employee will return to his/her position or a comparable position and hours and retain all seniority rights and benefits as if he/she had remained actively employed in the District.

5. If a person is hired for the purpose of replacing an employee on leave, the Board may terminate the employment of the person hired for this purpose upon the employee's return from leave.

6. If after the return of the employee from leave, the person employed for the purposes of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

7. Any bargaining unit member while on Board approved unpaid leave of absence, desiring to continue any of the Board provided insurance plans, may do so only for the length of the Board approved leave, by providing the appropriate premium amount to the Treasurer of the District each month on or before the date specified to continue coverage.

8. Any employee who receives ten (10) consecutive workdays or less of Board approved unpaid leave of absence shall not be charged for the Board's portion of the insurance premiums.

9. Employees on unpaid extended leave of absence must notify the Superintendent by April 1 of his/her intention to either remain on leave of absence or return to duty. The Board or its designee will notify the employees of their responsibility to notify the Superintendent by sending a certified letter to the employee's last known address by March 1. If the employee fails to provide the written notice as herein required, the unpaid

leave of absence shall become a resignation. The resignation will be acknowledged and approved by the Board of Education at its regular meeting in April.

B. Family Medical Leave Act (FMLA)

1. Eligibility

a. An eligible employee may request FMLA and shall be entitled to up to twelve (12) weeks unpaid leave per school year (i.e., July 1 to June 30) for the following reasons:

i. Because of the birth of a son or daughter, and in order to care for the newborn child;

ii. Because of the placement with the employee of a son/grandson or daughter/granddaughter for adoption or foster care;

iii. In order to care for the employee's spouse, son/grandson, daughter/granddaughter and/or parent who has a serious health condition; or

iv. Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

v. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

b. In addition to the aforesaid qualifying reasons for leave, each eligible employee is entitled to, and shall be granted upon request, up to twenty-six (26) weeks of unpaid leave per contract year (i.e., July 1 to June 30) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

c. An "eligible" employee is one who: (1) has been employed by the Board for at least twelve (12) months; and, (2) has been employed for at least one thousand twelve hundred fifty (1250) hours of service during the twelve (12) month period immediately preceding the commencement of FMLA leave.

For purposes of calculating the amount of FMLA leave available to an employee, a twelve (12) month period from July 1 to June 30 shall be used.

d. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

i. Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for the purposes of the section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care; or

ii. Continuing treatment by a health care provider as defined by the FMLA Final Rule 29 C.F.R. § 825.115.

e. If a husband and wife both work for the Board and each wishes to take leave for the birth of a child, adoption or placement of a child in a foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of FMLA leave.

f. If a husband and wife both work for the Board and each wishes to take leave to care for a covered servicemember with a serious injury or illness, the husband and wife may only take a combined total of twenty-six (26) weeks of FMLA leave.

2. Notification

a. If FMLA leave is foreseeable, the employee shall give the Board thirty (30) days notice of the need to take the FMLA leave. The employee should make reasonable efforts to schedule treatments so as to not unduly disrupt the Board's operation. If advance notice is impossible, the employee shall give the Board as much notice as is practicable.

b. If an eligible employee is off sick for more than five (5) consecutive days and the Board has determined that the employee meets the criteria for FMLA, FMLA notification of the commencement of FMLA leave will be sent to the employee.

3. Substitution

a. Any accrued paid leave shall be substituted for unpaid FMLA leave when an eligible employee takes FMLA leave and all conditions for paid leave under this agreement have been met.

b. Accrued paid leave shall be applied concurrently with FMLA leave.

c. For purposes of this section, accrued paid leave includes paid vacation, personal, family, medical or any other paid leave under this agreement.

4. Intermittent Leave

a. If medically necessary, employees may use the FMLA leave on an intermittent basis, by taking leaves of less than a day or working a reduced workweek.

b. An employee may have the right to request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the employee's FMLA leave schedule.

c. Only the actual time which an employee misses due to FMLA leave will be applied to the employee's twelve (12) week limit.

5. Benefits

a. While on FMLA leave, the Board will continue to maintain health and life insurance, with the Board paying its share of the employee's insurance premiums. If applicable, the Board will also maintain other benefits afforded to employees on approved leaves of absence (Paid or unpaid) consistent with Board Policy and the terms of this agreement.

b. When an employee returns from FMLA leave, the employee shall be restored to his/her prior position or an equivalent position which has equivalent benefits, pay and other terms and conditions of employment. However, an employee returning from FMLA leave will have no greater right to a position than if he/she had not taken the leave.

6. Certification

a. When the leave is foreseeable and at least thirty (30) days notice has been provided, an employee shall present written certification of the need to take FMLA leave before the leave begins. In the event the need for FMLA leave is unforeseeable, the employee shall have fifteen (15) days after the employee's request for FMLA leave to present the written certification.

b. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the Employee. The third opinion shall be final and binding.

c. The Board can require the employee to supply re-certification to support continuing FMLA leave every thirty (30) days except such requests shall be subject to the following provisions:

i. If the medical certification indicates that the minimum duration of the condition is more than thirty (30) days, then the Board shall not request re-certification until such time expires;

ii. If the circumstances described by the previous medical certification have changed significantly, the Board may request re-certification at that time, even if prior to the thirty (30) day restriction;

iii. In all cases, the Board may request re-certification every six (6) months in connection with an absence.

7. Return to Work

a. Prior to returning to work after taking FMLA leave for the eligible member of the bargaining unit's own serious health condition, the employee shall present a fitness-for-duty certification from the employee's health care provider that the eligible member of the bargaining unit is fit to return to work.

b. The "fitness-for-duty" certification shall specifically address the employee's ability to perform the essential functions of the eligible member's bargaining unit job description.

Except to the extent that specific provisions contained in the Section expressly provide to the contrary, the parties agree that the Board and employees shall comply with all provisions of the Family and Medical Leave Act (FMLA) and all applicable Federal regulations interpreting FMLA.

C. Jury Duty/Subpoenaed Witness Leave

A classified employee shall be granted such time as is necessary for jury duty/subpoenaed witness. The employee shall be paid the employee's regular compensation and the employee shall retain any remuneration received for serving as a juror. The employee must submit written documentation to the Treasurer's office for all of the dates the employee served on jury duty. Such leave will not be charged against personal leave. Notice of absence must be called in prior to the day of service as a juror/ subpoenaed witness.

D. Personal Leave

1. Annually, each employee will be granted the number of hours equivalent to three (3) unrestricted, non-cumulative personal leave days, per position. An additional personal leave day may be authorized, with prior approval from the Superintendent, in the case of an emergency. The number of hours equivalent up to one (1) unused personal leave days per position will be carried over to the next school year. All remaining hours will be converted to sick leave at the end of each school year, per position. A new employee who is hired at the beginning of the second semester will be granted the number of hours equivalent to one-and-one-half (1-1/2) unrestricted personal leave days, per position.

2. Usage

   a. Positions that are three (3) or less hours per day shall have minimum usage equal to the hours of the position. For example, a two-and-one-fourth (2¼) hour position must take two-and-one-fourth (2¼) hours of personal leave at one time.

   b. For positions that are more than three (3) hours per day personal leave may be used in increments of one (1) hour.

3. Personal leave requests must be submitted, for each position, forty-eight (48) hours in advance to the appropriate supervisor, except in the case of unforeseen circumstances.

4. Prior approval of personal leave day requests must be obtained from the respective supervisor or designee.

5. The personal leave shall not be taken on the working day preceding or working day subsequent to a holiday, term break, vacation, or holiday recess, or first and/or last day of school, except as hereinafter provided. In the event of extraordinary circumstances, the Superintendent may permit an employee to use personal leave on the day(s) described in the preceding sentence. The determination of what constitutes extraordinary circumstances is solely within the discretion of the Superintendent, and his/her decision shall not be grievable.

E. Sick Leave

1. Each employee shall be paid regular compensation for time lost due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, or to students, emergency dental care, and for illness and/or injury in the employee's immediate family. For the purposes of this section, immediate family shall consist of: husband, wife, children, grandchildren, father, mother, any dependent member of the same household, persons standing in the same stead as any of the above and/or other relatives the Superintendent or Superintendent's designee may approve.

2. Sick leave shall accumulate in hours equal to the rate of one-and-one-fourth (1-1/4) days per month based on hours per day for each position, to a maximum of fifteen (15) working days per year. Sick leave accumulation shall be retained during a leave of absence approved under A.1. Accumulation shall be unlimited.

3. Usage

   a. Positions that are three (3) or less hours per day shall have minimum usage equal to the hours of the position. For example: a two-and-one-

fourth (2¼) hour position must take two-and-one-fourth (2¼) hours of sick leave.

b. Employees with positions that are greater than three (3) hours per day shall use a minimum of one (1) hour of sick leave per day, per occurrence. Additional time used shall be rounded to the nearest quarter hour.

c. For employees in the transportation department and crossing guards, sick leave request for either the AM or PM shift shall be equal to the hours of either the AM shift, the PM shift, or the entire day.

4. All new employees and employees who have exhausted all earned sick leave shall be advanced five (5) days of sick leave once each year, to be charged against sick leave he/she subsequently earns in that school year. An employee who exhausts his/her sick leave and has obtained Board approval for unpaid sick leave shall be entitled to have the Board pay for the Board's portion of his/her fringe benefits premiums in accordance with the following:

One (1) – Five (5) years of service	30 calendar days
Six (6) - Ten (10) years of service	60 calendar days
Eleven (11) + years of service	90 calendar days

It is the employee's responsibility to request the continuation of fringe benefits, and the cost, through the Treasurer's Office, as outlined in this article.

5. <u>Attendance Incentive</u>

Employees who do not use sick leave during the six month period between January 1 and June 30 or between the six month period between July 1 and December 31 as defined below, will be compensated as follows:

Full Time (7 - 8 hours per day)	260 days	$250.00
Full Time (7 - 8 hours per day)	212 days or less	$200.00
Short Hour (less than 7 hours per day)	260 days	$175.00
Short Hour (less than 7 hours per day)	212 days or less	$150.00

If an employee utilizes .1 to 1.0 sick days, they shall receive sixty-six percent (66%) of the applicable stipend.

If an employee utilizes 1.1 to 2.0 sick days, they shall receive thirty-three percent (33%) of the applicable stipend.

An attendance incentive shall be paid the second pay in July for the January to June payment and the second pay in January for the July to December payment. The Treasurer's Office will send each bargaining unit member formal notification of the amount sick leave utilized at the end of each semester. If an error occurs, the employee must notify the Treasurer's office

by the date indicated in the notification. Absent a response from the employee, the determination of the Treasurer's office shall be considered correct and the stipend, if applicable, shall be paid.

6. Transfer of Sick Leave Credit

   a. An employee who has prior employment with an Ohio Public Agency providing that such employment has been within ten (10) years from the time of employment with the Ashtabula Area City School District, may transfer his/her unused balance of sick. To receive such credit, an employee shall present to the Treasurer a certificate from the public agency in Ohio from which employed. Such certificate shall indicate the number of unused sick leave days accrued by the employee at the time of termination of employment from that agency.

   b. An employee who holds multiple positions and leaves a position shall have the earned sick leave balance from the vacated position transferred to the position(s) the employee is retaining.

   c. An employee who holds multiple positions and exhausts all of his/her sick leave in one position shall utilize the five-day advance provisions of this Article. After utilizing the advance procedure, with the approval of the Director of Operations, the employee may transfer hours from the position that holds a positive balance for the continuation of sick leave. The transferred sick leave hours will be paid at the rate of the position for which the employee is using the sick leave.

   d. In the event an employee is laid-off, earned sick leave balances shall be frozen and reinstated upon return to work or retirement.

7. Except in the case of an emergency or an extenuating circumstance, an employee must notify their immediate supervisor or designee of their impending absence as soon as possible and at least seventy-five (75) minutes prior to the start of their shift and will remain on sick leave until they are ready to return to work. When the employee is ready to return to work, he/she must contact their immediate supervisor or designee as soon as possible but not less than two (2) hours prior to the start of their shift. If the employee has failed to provide required notification and a substitute has been called, the employee will be sent home and the absence will be charged to sick leave.

8. Sick Leave Forms

   a. An employee will furnish a completed and signed form (provided by the Board) for each position held, to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Upon request by the Board or designee, following five (5) consecutive days of absence, the employee shall obtain a written

statement from the attending physician setting forth that the employee is under a doctor's care.

b. Falsification of a statement or failure to supply a written statement from his/her physician required of an employee by this section shall be grounds for suspension or termination of employment.

9. Holidays

Holidays occurring during the period of absence shall not be deducted from the absent employee's accumulated sick leave.

10. Pattern of Sick Leave Misuse

If it is determined that there is a pattern of sick leave use (for example, repeatedly being absent on certain days), the bargaining unit member must have a doctor's excuse with a reason for absence.

11. Sick Leave Bank

a. Membership

i. The sick leave bank is voluntary for members of the bargaining unit.

ii. Only participating members may benefit from the program.

iii. To become a participating member of the SLB, a bargaining unit member must donate the number of hours that are equivalent of two (2) sick days during the open enrollment period. The enrollment period shall be August 20 through September 20 each year.

iv. Donated hours will be deducted from the second pay period in October.

v. Donated hours are not returnable nor do they count against the stipend for non-use of sick days.

vi. At any time the number of SLB days falls below four hundred (400) hours, each participating member not currently drawing SLB days shall contribute the number of hours which are equivalent to one (1) additional sick leave day to the sick leave bank within thirty (30) days after receiving notification of the same or forfeit membership.

vii. The SLB shall be available when twenty percent (20%) of the bargaining unit participates.

viii. The bargaining unit member shall not attend any meeting or duty while utilizing SLB days.

b. Qualifications for Use of the Sick Leave Bank

i. Members of the SLB may be granted hours for serious illness and/or injury to themselves or immediate family members.

ii. All accumulated sick, compensatory time, vacation and paid personal leave must be exhausted before an individual is eligible for SLB hours.

iii. All unused hours must be returned to the SLB.

iv. Sick leave hours earned during the absence will be used instead of SLB hours.

v. SLB hours will not be used in lieu of disability retirement.

vi. Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive SLB hours.

vii. A member requesting SLB hours for mental/emotional disability must be under the care of a licensed physician and be involved in an active treatment plan.

viii. SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.

ix. No bargaining unit member shall be actively employed with any other employer, private or public during the period of time that she/he is receiving benefits from the SLB.

c. Administration/Review of Cases

i. A committee shall be formed to administer the SLB. All cases shall be reviewed for final decision by a minimum of five (5) members of the SLB Committee. All voting will be anonymous and in writing. This committee shall consist of:

AACS Treasurer of designee
AACS Superintendent or designee
AACS Director of Operations (non voting)
AACSE President or designee
Two (2) AACSE members designated by the AACSE President

ii. A participating member may draw upon the SLB by making application through the SLB Committee. The SLB Request Form must be presented to the AACS Superintendent or Treasurer if the Superintendent is not available, and will be forwarded to the SLB

Committee for action. Action on the members request will be by majority vote of the committee within ten (10) working days of the notification. The SLB Committee shall notify the Treasurer's Office of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal.

iii. The SLB Committee shall take all necessary steps to insure the confidentiality of its decisions.

d. Certification by Physician

i. The SLB Committee shall require a physician's certification to verify need for SLB hours and attesting to the individual's incapacity to perform assigned duties. This shall accompany the SLB Request Form found in the Master Agreement (Appendix H).

ii. The SLB Committee may require the applicant to secure a second certificate from a physician of the Committee's choice. Expense, if any, of securing the second certificate shall be borne by the member applicant.

e. Miscellaneous

i. In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

ii. Under most circumstances, the SLB Committee may grant up to a maximum of the number of hours that are the equivalent of twenty (20) days per individual per school year.

F. Bereavement Leave

1. An employee shall receive five (5) consecutive workdays for a death in the employee's immediate family. The immediate family shall include the following: husband, wife, children, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, members of the same household, persons standing in the same stead as any of the above, and/or other relatives or persons the Superintendent or the Superintendent's designee may approve.

2. For death of other relatives, the employee shall be allowed two (2) consecutive workdays, with the prior approval of the Superintendent or the Superintendent's designee. The Superintendent may extend the number of days allowed if the circumstances justify additional absence with pay.

3. The days used by an employee for absence due to a death will be charged against the employee's sick leave accumulation.

G. Assault Leave

An employee who is absent because of a physician-documented disability resulting from a documented assault on the employee, which occurred during Board-employment time to include the time before, during, and/or after normal school hours, shall be maintained on full payroll status for the incapacitation period which has been certified by the physician.

Assault leave shall not be charged against sick and/or personal leave.

H. Professional Leave

1. Any employee who desires to attend workshops relative to his/her department, must submit his/her request in writing to the Director of Operations at least two weeks in advance of the workshop. The Superintendent has the authority to either approve or deny the request, and will do so in writing within a reasonable time of the receipt of same.

2. Compensation for approved travel outside the school district must be requested on the form entitled "Ashtabula Area City Schools Expense Account".

3. All requests for Professional leave must be made in writing on the professional leave form. Prior approval for reimbursement of registration fees and mileage expense must be obtained from the Superintendent. Once approval has been obtained, the following shall apply:

   a. Mileage reimbursement shall be paid at the Board's approved mileage rate which will be the rate established by the IRS. It will be the responsibility of both parties to be aware of the IRS rate.

   b. Approved travel for workshop purposes shall include expenses for meals and lodging upon presentation of receipts. If more than one employee is attending a meeting, it is expected that such employees will travel in a common automobile and, thus, travel reimbursement will occur only once. Exceptions to the above may be approved by the Superintendent.

   c. Reports should be filed punctually upon return from outside travel.

4. Any employee who takes this leave will provide the Director of Operations with documentation of attendance at the meeting or event upon return from the leave.

I. Absence Without Leave

In the event an employee is faced with circumstances that require him/her to be absent from work, and the employee has exhausted all appropriate leave days (i.e., sick leave, personal leave, etc.), the employee must make a request for leave of absence from his/her immediate supervisor in advance of the contemplated leave of absence. Such request must be made within a reasonable time in advance of the contemplated absence, and each request will be considered on a case-by-case basis. The failure to notify the employee's immediate supervisor as provided herein, or being absent without leave may be grounds for disciplinary action.

ARTICLE 17. HOLIDAYS

A. Paid Holidays

All classified employees who have successfully completed their thirty (30) day probationary period shall receive the following paid holidays:

Labor Day	Thanksgiving Day	Day following Thanksgiving Day
Christmas Day	New Years Day	Martin Luther King Day
Memorial Day	Presidents Day	

In the event the school year consists of one hundred eighty-six (186) days, nine (9) month and ten (10) month employees will have Christmas Eve as a paid holiday.

In addition to those days above, twelve (12) month employees shall receive the following as paid holidays:

Christmas Eve	New Years Day
Good Friday	Independence Day

B. Weekend Holidays

Should any of the designated holidays fall on a Saturday, it shall be celebrated on the preceding Friday. Should any of the designated holidays fall on a Sunday, it shall be celebrated on the following Monday.

C. Additional Holidays

The Board may declare any other day, except days approved for teachers' attendance at an educational meeting, as a holiday and shall pay to all regular classified employees, whether salaried or compensated on an hourly or per diem basis, their regular salary or their regular rate of pay.

D. Labor Day

In order for a classified employee to be eligible for Labor Day holiday pay he must have accrued earnings on the scheduled workday immediately preceding Labor Day or have been excused from attendance at work on that day. The Board shall count the employee's last scheduled workday of his preceding period of employment as his last scheduled day of employment for the purposes of this requirement. For the purpose of this section, "employed" and "time of employment" means the period from the initial date of employment to the termination of employment with that school district.

ARTICLE 18. VACATION PAY

A. Eligibility

1. Twelve (12) month employees will earn vacation as follows:

   Two (2) weeks after completion of one (1) year as a twelve (12) month employee;

   Three (3) weeks after completion of seven (7) years as a twelve (12) month employee;

   Four (4) weeks after completion of seventeen (17) years as a twelve (12) month employee.

2. When a nine (9) month or ten (10) month employee is awarded a twelve (12) month position, the anniversary date for vacation is the date the employee started the twelve (12) month position. Vacation will be determined by years of continuous service in the A.A.C.S. system. A classified employee shall receive one (1) week of vacation after the first six (6) months serving in a twelve (12) month position. After twelve (12) months, the employee shall receive all remaining week(s) of vacation. After the employee's first year in a twelve (12) month position, they shall accrue their vacation on their annual anniversary date as identified above.

3. No vacation time will be advanced prior to the anniversary date on which it is earned.

4. The parties will meet to create an MOU to place all employees who receive vacation on a uniform schedule which will establish July 1st of each year as the anniversary date for the determination of vacation entitlement for each employee. The plan will be effective as of July 1, 2015 and each employee will receive credit as of July 1, 2015 for all of their continuous service as contemplated by Section A (2) of this Article.

B. Longevity Vacation Days

In addition to the vacation schedule above, classified employees having served the school district continuously for more than nineteen (19) years shall be entitled to one (1) additional vacation day for each complete year served in the district in excess of nineteen (19) years.

C. Retirement/Leaving Employment/Death

1. Those employees retiring or terminating their employment with the Board shall be paid for their earned but unused vacation time.

2. An employee who dies while in the employment of the Board shall have his/her vacation benefits paid according to Section 2113.04 of the Ohio Revised Code.

D. Scheduling

1. Each employee is entitled to choose his own time according to seniority within his department. Employees shall schedule vacation at least seven (7) calendar days in advance of the vacation, except when utilizing vacation days in lieu of sick days or in extraordinary circumstances. The immediate supervisor or Director of Operations may permit the scheduling of vacation with less than seven (7) days notice. This vacation period shall be scheduled so that it does not create a hardship in that department. The right to make emergency changes in vacation schedules is retained by the Administration. However, in the event that the administration is required to change an employee's vacation days with less than five (5) workdays notice, the Board will assume and pay any reasonable penalty charges which result from the change in schedule that necessitated the cancellation of the vacation, upon submission of proof of any such penalty charges paid by the employee.

5. Vacations can be taken any time during the year. Effective with the employee's second anniversary date for vacation computation following the execution of this agreement, employees may carry over a maximum of ten (10) days from one year to the next. Any vacation days in addition to the ten (10) days permitted to be carried over shall be lost.

E. Sick Leave

Any employee who becomes hospitalized or has a death in the immediate family, while on vacation may convert vacation time to sick leave and be eligible to take the rest of his/her vacation at a later time.

F. Payment In Lieu of Vacation

An employee may choose to be paid for up to ten (10) days of earned vacation days in lieu of time off at the employee's daily rate of pay. Remaining earned vacation days will be paid at the rate that would have been paid to a substitute. An

employee may choose to receive his/her regular rate of pay for all earned and unused vacation days in lieu of taking time off if the employee has twice been denied a scheduled vacation due to either: (1) the administration changing vacation schedules; or, (2) the administration denying the employee's vacation request(s).

G. Paycheck

All accumulated vacation days shall be shown on the biweekly paycheck. Employees will be responsible for exercising their right to use vacation in accordance with paragraph D above.

ARTICLE 19. HOURS OF WORK AND OVERTIME

A. Regular Work Week

1. The work week shall consist of a maximum of five (5) consecutive workdays beginning with Monday and ending with Friday.

2. The Board agrees not to assign an employee to work a schedule which varies the days to be worked during the work week (i.e., Monday, Wednesday and Friday one week, and Tuesday and Thursdays the next week).

B. Work Year

1. The calendar for the succeeding school and work year shall be posted by the Board by June 1 of each year. The work calendars shall indicate to the extent practicable, the first and last days of work for each type of employee indicated in paragraph 2 below.

2. The work calendar for employees will include a minimum of one hundred eighty-seven (187) days which includes eight (8) paid holidays, and one (1) Orientation Day (hereinafter referred to as the "Work Year"). Furthermore, bargaining unit members will be referred to as nine (9), ten (10), and twelve (12) month employees who are scheduled for the days described below:

   9 Month Employee – Work Year

   10 Month Employee – Work Year plus five (5) non-student attendance working days during the Work Year and twenty (20) working days scheduled outside the Work Year, (two hundred twelve (212) days total).

   12 Month Employee

3. When necessary the Board may create positions less than one hundred eighty-seven (187) days, upon agreement of Association. Less than one hundred eighty-seven (187) day employees shall not be used to replace one hundred eighty-seven (187) day or more employees.

C. Work Hours

1. All employees shall have a work schedule with the same number of hours each day (except for field trips and for noontime duties).

2. All employees will work their regularly assigned work schedules, except when the employee's absence is permitted as is specifically provided for in this agreement (i.e., Board approved leave of absence, holidays, etc.). Any employee who fails to work his/her regular work schedule will be subject to disciplinary action, including suspension and termination.

3. An employee who fails to report for work and perform his/her duties will forfeit his/her daily rate of pay. An employee whose pay is forfeited shall be subject to the disciplinary procedure of this agreement. Repeated failure to report to work shall result in suspension and/or termination.

4. A flexible starting and ending time may be mutually agreed upon by an employee and his/her immediate supervisor to cover staffing needs outside the regular day.

D. Summer Work and Non-contract Day Substitution

1. In the event the Board determines that it is necessary to perform summer work, nine (9) month or ten (10) month employees currently employed with the district, and qualified (as stated in the job description) to perform the work, shall be offered the employment on a seniority basis before going outside the system. In the event that an employee verbally declines a call for work more than three (3) times he/she will be removed from the list, except in extenuating circumstances. Any bargaining unit member who is employed to perform summer work and is absent for more than three (3) days, except for extenuating circumstances (i.e., short term illness), shall be removed from working for the remainder of the summer and the next senior employee will be called to work. Summer work shall be paid at $11.00 per hour. Bargaining unit members employed in summer work positions shall not need electrical skills as a qualification requirement. Employees who work more than nine (9) but less than twelve (12) months shall not be precluded from being awarded summer work because of scheduling conflicts. If there is an "overlap" of the employee's primary contract and the summer work schedule, the position will be filled with a substitute, pursuant to the provisions of this contract, during the time the individual is working their primary contract.

2. During the days school is not in session and no regular employee in that department assigned to that building is available for flexible coverage, the coverage may be filled by a substitute.

3. Prior to April 1 of each year, the Board shall send to each nine (9) month and ten (10) month employee one uniform sign-up form called, Summer Work Sign-up.

a. Each employee will return a completed form to the Director of Operations prior to April 15 of each year indicating their intention to accept summer work, and they shall be placed on the summer work list from May 1 of the sign-up year until April 30 of the following year.

b. Newly hired employees will be allowed to sign up for summer work after completion of their probation.

4. Bargaining unit members who perform summer work are not entitled to use sick leave during the time they are performing summer work. Regular employees who perform summer work shall continue to accrue sick leave during the summer as a benefit of their regular employment with the Board. However, no sick leave may be accrued as the result of the performance of summer work by a person who is not otherwise actively employed by the Board.

5. Summer workers may not use vacation leave, personal leave or compensatory time during the summer work schedule. Professional leave shall not be available to summer workers unless, (a) the employee is required to attend negotiations that are scheduled by the mutual agreement of the Board and AACSE. Summer workers will be allowed to utilize Association Leave assuming the provisions of the agreement are otherwise met. Summer workers that utilize Professional Leave and/or Association Leave shall be compensated at their summer work hourly rate.

E. Temporary Work

1. The Board reserves the right to hire temporary help for periods of time not to exceed thirty (30) days, per position or project per year.

2. Temporary work shall be paid at the current substitute rate.

F. Emergency/Short Notice Work

1. Employees will be called on a seniority basis for any emergency or short notice work. Emergency shall be defined as anything of an immediate nature which may endanger life or property. Short notice shall be defined as anything that is not an emergency but is less than twelve (12) hours notice.

2. In an emergency or short notice situation, the first available employee, using the seniority list, will be given the extra work. An employee is not available for work in an emergency or short notice situation unless he/she personally accepts the call and agrees to perform the emergency/short notice work. An employee who uses an answering machine or service and fails to promptly accept the work is not considered available for work.

G. Overtime/Compensatory Time

1. Overtime Defined

Overtime is defined as work performed in excess of eight (8) hours per day for a person who works a regular work week of forty (40) hours. In the case of a short-hour employee (one who works less than eight [8] hours per day), overtime is defined as work in excess of forty (40) hours per week, except short hour custodians performing building checks. Compensation for overtime work shall be paid on the basis of one-and-one-half (1-1/2) times the employee's regular rate of pay.

2. a. Prior authorization from the employee's immediate supervisor or the Director of Operations must be obtained before compensation for overtime will be approved.

   b. Holidays, personal and professional days shall be counted as hours worked for the purpose of computing overtime.

   c. Sick leave days, vacation and compensatory time use will not be counted for the purpose of computing overtime.

3. All regularly employed persons shall have the option of taking compensatory time in lieu of the payment for overtime work. Compensatory time shall be granted at time-and-one-half (1-1/2) for all hours worked and may not be accrued beyond a total of two hundred forty (240) hours. Compensatory time earned must be used within the "year" that it was earned. The "year" for compensatory time shall be from September 15 through September 14 of the following year. Employees may carry over a maximum of forty (40) hours from one year to the next. Accrued compensatory time in excess of the forty (40) hours being carried over to the next year will be paid to the employee at the hourly rate for which the compensatory time was earned. All compensatory time shall be applied for on the appropriate form at least forty-eight (48) hours in advance of time to be taken, except where a shorter time is approved by the Board of Education or its designee. Prior approval by the Board of Education or its designee must be obtained before using compensatory time. Compensatory time will be accrued at the rate of pay where it was earned.

4. Employees shall have the right to turn down overtime without reprisal.

H. Overtime Work Schedules

1. Building Seniority

Overtime shall be offered as follows:

a. First to bargaining unit members in the department who have signed up for overtime assigned to the building based upon rotating departmental seniority, then;

b. To bargaining unit members in the department who have signed up for overtime, but are assigned outside the building, based upon the rotating department seniority, then;

c. To non-bargaining unit members.

Any bargaining unit member who verbally declines an offer of overtime three (3) times in a semester shall be removed from the overtime roster for the remainder of the school year, except in the case of extenuating circumstances.

Overtime includes building checks which shall be rotated on a seniority basis among Custodians. The list shall be posted in a conspicuous place for inspection by bargaining unit members.

All telephone calls to bargaining unit members for the purpose of overtime will be made by a supervisory employee of the Board or its designee.

Following the award of overtime, the supervisor shall post names called for overtime and results of any such call (i.e., answered and refused, no answer, etc.) and the time that the call was made to employee. This form shall be made available upon request of any bargaining unit member or Union official.

2. Specialization

When the need for overtime work is required in an area of specialization (i.e., electrical, plumbing, carpentry), the departmental supervisor shall determine the classified employee to be offered the overtime work on a seniority rotation basis whenever possible. The Association President will be notified when this occurs.

3. Emergency Call-In

Employees not regularly scheduled to work on Saturday and/or Sunday who are called in to work shall be guaranteed a minimum of two (2) hours pay and shall be compensated at the rate of time-and-one-half (1-1/2) their regular rate.

4. Outside Groups

When a Board-owned facility is being used by an outside group, a custodian must be on duty and shall be paid according to Section H of this article. An "outside group" shall be defined as either a group not affiliated with the Board or any group required by the Board to pay for use. Booster groups and parent association (PTA, PTO, etc.) are considered outside groups. The Board will utilize an authorization form which will identify the outside group.

5. Holiday Work

Work performed by employees on holidays, shall be paid at time-and-one-half (1-1/2) for all hours worked, in addition to holiday pay.

6. Public Election

Custodians shall have a minimum of one (1) hour to set up for elections and a minimum of one (1) hour to dismantle following the election.

7. Substitutes

Vacancies due to illness, injury, or authorized leave are not considered overtime and substitutes, including bargaining unit members, will be employed. If the Board is unable to temporarily fill the vacancy with a substitute, the Board may offer regular employees overtime to perform the work.

8. Authorization

Overtime will be granted to employees in order to complete additional clean-up arising from special events which occur during the regular work hours (i.e., dances, games, etc.). Prior authorization must be obtained from the appropriate supervisor and/or Director of Operations for such overtime.

I. Substitution

Opportunities for individuals to substitute for absent employees or vacant positions shall be offered, in district-wide seniority order, as follows:

1. Actively employed bargaining unit members, then;
2. Bargaining unit members currently on the recall list, then;
3. Non-bargaining unit members.

The individual shall sign-up at the Director of Operations office at the time in which they want to enter the substitution list. The employee will be eligible to substitute in their department and one (1) additional department in which they are qualified to work. Employees, at the discretion of the Director of Operations, may substitute in additional departments. The employee is responsible for providing current contact information.

Foodservice, transportation and custodians shall be given move-up rights, as identified in the contract, prior to offering a position for substitution.

The individual shall be considered eligible to substitute for the absent employee so long as all of the following conditions are met:

- The employee's total work week shall not exceed forty (40) hours, and;

- The substitution shall not interfere with employee's regularly scheduled workday, and;
- They are qualified to perform the work.

The employee shall be paid their regular rate of pay for all substitution done within their currently employed department(s) and at step 0 for the department for services performed outside of their employed department(s). Bargaining unit members employed as substitutes shall not need electrical skills as a qualification requirement.

Employees shall be responsible to ensure that they do not take a substitute assignment which would result in the employee having a work week in excess of forty (40) hours without the approval of a Supervisor. If the employee works a substitute assignment that results in the employee having more than forty (40) hours in their work week, such employee shall be precluded from substituting for six (6) months from the date of the violation of the aforementioned forty (40) hour limitation.

A position offered for substitution for more than one (1) day (i.e., a multiple day absence or vacancy) will be filled with the most senior person who is eligible to complete the substitution for the entire term of the absence/vacancy.

An employee who refuses a substitute assignment on three (3) consecutive times in a semester will be removed from the substitution list for the remainder of the school year.

ARTICLE 20. CALAMITY DAYS

A. Compensation

1. Any employee, who by virtue of his/her employment classification, is required to work on any day on which school is declared closed due to inclement weather, mechanical failure or public calamity, shall be paid at time-and-one-half (1-1/2) his/her regular rate of pay for all hours worked in addition to calamity pay.

2. All employees, having regular working schedules, and who are not required to report for work on those days when school has been canceled, shall be paid for the normal number of hours the employee(s) would have worked.

B. Report Time

Should a school or schools be closed as a result of a calamity after an employee has already reported to work as required by the employee's schedule, the employee shall be paid a minimum of one (1) hour or all hours that the employee was required to work on the calamity day at time-and-one-half (1-1/2) his/her regular rate of pay, in addition to the employee's calamity day pay.

C. Two (2) Hour Delay

The Board and Association agree to the following procedures to be utilized for a two (2) hour delay:

1. No later than 6:00 a.m. a decision will be made to close or delay the opening of schools. This decision will be communicated via various media outlets.

2. When an announcement of a two (2) hour delay occurs, all bargaining unit members, excluding maintenance, 1st shift custodians, 1st shift fireman, and bus mechanics, will adjust their arrival time by two (2) hours. All bargaining unit members will receive their regular, contracted number of hours of pay for the day regardless of the number of hours actually worked, unless they are asked to work past their normal ending time.

3. Maintenance, 1st shift custodians, 1st shift fireman, and bus mechanics will arrive at their normal start time and will be paid for the first two (2) hours worked at one-and-one-half (1-1/2) times their regular rate of pay.

4. Any employee with two (2) jobs in the district will report to their first job, complete their tasks and report to their second job as soon as possible. The requirements of Article 33, L (1) shall not be applied on a two (2) hour delay day.

5. Any employee with a second job outside of the school district will be expected to make every effort to complete their job within the school district. If it is not possible for the employee to complete all or part of their duties, the employee will notify his/her immediate supervisor as soon as possible. In this event, the employee will receive their regular compensation regardless of whether or not they worked their entire shift.

6. Should the weather continue to deteriorate, a decision to close schools will be made no later than 7:30 a.m. and communicated to the media for dissemination. If school is then canceled all calamity day provisions of the CBA will be applied.

ARTICLE 21. WORKERS' COMPENSATION

A. Coverage

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

B. Reporting

An injury incurred while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured employee's

supervisor within twenty-four (24) hours after the injury when practicable, and an application shall be filed with the Bureau of Workers' Compensation. The Director of Operations or his/her designee shall assist any employee in filing a Workers' Compensation claim. The employee shall have the right to apply for wage reimbursement under Workers' Compensation or use accrued sick leave, but may not use both.

C. Notification

Employees absent due to workers' compensation shall notify the business office.

D. Fringe Benefits

Hospitalization and life insurance benefits provided by this Agreement which are not covered by Workers' Compensation will be provided, at the Board's expense, to the injured bargaining unit member for a period of four (4) months immediately following the date of an injury which is determined to be disabling and prohibits the employee from working. After four (4) months, continuance of the aforementioned benefits will be at the employee's expense. If an employee has earned vacation prior to going on workers' compensation and remains off work, the employee is entitled to the vacation earned at the regular rate of pay. An employee does not accrue vacation while on workers' compensation.

E. Return to Work

If the physician states the employee cannot perform the duties as outlined in the job description but is capable of returning to work, the Board shall make every reasonable attempt to use the employee in any positions the employee is physically able to perform at the regular rate of pay for the position.

F. Scheduling Medical Treatment

An employee should schedule medical appointments outside of the employee's regular work schedule. If an employee is required by a medical provider to keep an appointment during the employee's work schedule (as verified by the Director of Operations), the employee will be released from work without loss of pay or sick leave to enable the employee to go to the appointment. If the employee elects to schedule an appointment to receive medical treatment during the employee's work schedule when the appointment could have been scheduled outside the employee's work schedule, the employee must use sick leave. The use of sick leave for medical appointments for a work-related injury shall not count against the employee's eligibility for the attendance incentive.

G. Forms

Accident forms shall be available to each employee's worksite accessible during the employee's regularly scheduled work hours.

H. Light Duty/Modified Return to Work

An employee on worker's compensation leave, light duty or modified return to work that cannot perform the essential functions of their job shall not have the right to bump. The employee shall retain the right to bump back into the department under Article 15 once medically released to return to work.

ARTICLE 22. DELIVERY SERVICE DEPARTMENT

The Delivery Services Department will include all bargaining unit employees who are employed as delivery service driver(s).

A. Delivery Driver

1. The delivery service driver will report to the Food Service Supervisor and the Director of Operations.

2. Working hours will include the time during the food service operations and will include an unpaid lunch.

3. The Board shall provide a winter coat for each delivery service driver.

ARTICLE 23. MAINTENANCE

The Maintenance Department will include all bargaining unit employees who are employed to maintain, repair, and improve buildings and grounds.

A. Work Schedule

The regular workday for maintenance will be eight (8) hours, Monday through Friday, with a paid lunch during the school year. Outside of the school year, lunch will be unpaid.

B. Locker/Lunch Area

A locker or secured area shall be provided to protect the employees' personal belongings. A separate lunch area will be provided for maintenance personnel.

C. Safety Precautions

Any employee who is required to remove and/or encapsulate asbestos, clean infectious bodily fluids/wastes and or handle hazardous waste or materials, shall be provided with all necessary training, equipment, materials and supplies.

D. Maintenance Uniforms

The Board shall provide the uniforms for each maintenance employee. This service will provide one (1) clean uniform per day. Maintenance employees shall be required to wear the Board provided uniform.

E. Clean Up Time

Fifteen (15) minutes clean up time shall be provided prior to the end of each shift.

F. Truck Maintenance

Maintenance employees shall not be responsible for truck maintenance except for routine cleaning, fluid checks, (i.e., oil, gas, etc.) routine service and truck washing.

G. Beginning of Shift

All maintenance personnel will start at a central location.

H. Classification Upgrade

Annually during the month of June, each non-skilled maintenance employee shall have the opportunity to test for and become a skilled maintenance individual. The test shall consist of the items of difference between maintenance and skilled maintenance as determined by the job description with a score of seventy-five (75%) considered passing.

ARTICLE 24. CUSTODIAL

The Custodian Department will include all bargaining unit employees who are employed as Custodian.

A. The building custodian will provide assistance, when necessary, in unloading the Food Truck and Inventory Stock Truck.

B. Work Schedule

1. During the school year (first day of school to last day of school):

   a. All six (6), seven (7) and eight (8) hour custodians will have a paid lunch.

   b. For secondary buildings which have an evening event scheduled on the final working day prior to Thanksgiving, Christmas Eve and New Year's day the starting time for all custodians will be altered so that 1st shift begins at their normal time, 2nd shift begins at 10:00 a.m. and 3rd shift begins at 3:00 p.m. If no event is scheduled for the evening and the day is not a student contact day, 1st and 2nd shift custodians will work 1st shift and 3rd shift will begin at 12:00 p.m. with prior Management approval.

c. For all other buildings, custodians may, at the employee's option, work 1st shift on the final working day prior to Thanksgiving, Christmas Eve and New Year's Day, assuming it is not a student attendance day.

d. For all other days in which school is not in session during the school year, custodians may work another shift with the approval of their immediate Supervisor.

2. While school is not in session (from the first day following the last day of school to the last day prior to the first day of school):

a. All custodians, except for one of the custodians at the Board Offices/ELC, Lakeside Junior High and Lakeside High School, will work 1st shift. Custodians working at the Board Offices/ELC, LJS and LHS shall, on a rotating weekly basis, work an altered shift. The starting time for this individual shall be such that the shift will end at 5:00 p.m., with the exception of Board of Education meeting nights when the shift will end at 10:00 p.m. With prior Management approval, a custodian working in the building may assume the altered shift for the entire duration of this schedule.

b. All six (6), seven (7) and eight (8) hour custodians will have a thirty (30) minute lunch.

c. All custodians working eight (8) hours in multiple buildings will have a thirty (30) minute unpaid lunch.

C. Locker

A locker or secured area shall be provided to protect the employees' personal belongings.

D. Safety Precautions

Any employee who is required to remove and/or encapsulate asbestos, clean infectious bodily fluids/wastes and or handle hazardous waste or materials, shall be provided with all necessary training, equipment, materials and supplies.

E. Personal Belongings

Custodians will not be required to move personal belongings which are not being used for school purposes or which are unusually large or heavy.

F. Filling Absences

1. When an employee is absent, another employee in the department, working in the same building, on a different shift will be allowed to substitute according to seniority prior to employing a substitute. If an employee verbally declines

moving to another shift three (3) times in a semester, the employee shall be removed from the list for the remainder of the year, except in the case of extenuating circumstances.

2. When an employee is scheduled to work at an inside or outside building use or event and he/she provides the Board with less than twelve (12) hours notice that he/she cannot work the use or event, the Board shall utilize the overtime procedures found in this Contract.

G. Uniform

Each custodial employee shall be required to wear Board provided uniform shirts. The Board shall provide five (5) new shirts per year. Annually, old shirts will be returned to the Supervisor prior to receiving the new shirts.

ARTICLE 25. FOOD SERVICE

The Food Service Department will include all bargaining unit employees who are employed as Food Service I (Cooks), Food Service II (Cook Helpers, Cashiers, Servers, Breakfast Servers), and Food Service III (Aides) employees.

A. Filling Absences

If a food service employee is absent, a substitute will be called. If a substitute is going to be called, the following will apply:

1. The most senior employee on the next lower job will be permitted to move up to the higher position for the duration of the absence and be paid the rate for the higher position.

2. Qualified food service employees will be permitted to "move up" within the satellite school in which they are employed.

3. Qualified food service employees in Central Kitchen will be permitted to "move up" within Central Kitchen only.

4. An employee shall be permitted to move up so long as the work at the higher position does not interfere with the employee's regular work schedule.

5. The Board will establish an annual sign-up sheet for employees who want to move up. If an employee verbally declines to move up three (3) times per semester, the employee shall be removed from the list for the remainder of the school year, except in the case of extenuating circumstances.

6. All food service positions will be substituted. If substitutes are not available, food service employees asked to assume the duties of the unfilled position will be paid at their regular rate, for all hours worked in the unfilled position, in

addition to their regular pay. This shall be done on a seniority basis within a building.

B. Breakfast

1. The Breakfast program shall have one position for each building involved in the program, and the employee will receive a minimum of two (2) hours. For buildings requiring more than one breakfast position, the employee working in the second position shall receive a minimum of one (1) hour. Employees working in these positions shall be paid at the Food Service II rate.

2. A separate list of regular food service employees interested in substituting for the breakfast program will be maintained by seniority and offered on a seniority rotation basis. If an employee verbally declines to move up three (3) times per semester, the employee shall be removed from the list for the remainder of the school year, except in the case of extenuating circumstances.

C. Clothing Allowance

1. All regular cafeteria employees receive a thirty cent (30¢) per hour clothing allowance.

2. Employees' appearance must be neat and clean wearing clothing that is appropriate for the jobs they are doing. Pants must be navy blue, black, white or khaki. Shoes may be any color. A smock will be worn by all food service employees. The smock will be school appropriate as determined by the supervisor and purchased by the employee. Jeans, shorts, or sweatpants are not permitted. Nail polish will not be permitted for employees handling food.

D. Inventory/Cleaning

All personnel (excluding aides) shall have one (1) hour at their regular rate of pay added to the last working day of the month for the purpose of taking inventory, cleaning, etc. The employees shall perform these duties during the last week of each month, except May (inventory to be done in June) and August (inventory to be done in September) and shall record the one (1) hour on the last workday of the month.

E. Transportation of Supplies

Food Service personnel shall not be required to transport food supplies, equipment, or regular bulk delivery of food to and/or from the Central Kitchen or from building site to building site.

F. Cashier

1. Anyone who collects or counts money or operates a point-of-sale (POS) machine shall be considered a cashier.

2. It shall be the responsibility of the Food Service Supervisor or designee to provide training to employees who are required to use the POS machines. The training shall be held during the first month of school or within ten (10) working days after the hiring of a new employee.

G. Emergency Position Change

No cafeteria employee shall be required to leave his/her position in the cafeteria to perform another department's duties (i.e., bus drivers called for field trips) except in the case of emergencies. An explanation of any emergency shall be provided by the Director of Operations to the Association President as soon as possible after the occurrence.

H. Training

The Board will provide cook training to all interested cafeteria employees at least once per semester.

I. Use of School Kitchen

1. When a cafeteria kitchen is being used by an outside group, as defined in Article 19, Hours, Work and Overtime, H.4., a cafeteria employee shall be on duty. An inside group who uses the kitchen or serves food at an event in the cafeteria area shall have a cafeteria employee on duty.

2. Overtime shall be at time-and-one-half (1-1/2) for all hours in addition to an employee's regular hours.

3. Overtime shall be scheduled on a seniority rotation basis within the building.

4. Any departmental employee who wants to substitute in another building will sign up on a Board provided form. The forms will be available in the kitchen of each building. Should no one within the building be available for an event outlined in 1. above, the opportunity will be offered on a rotating seniority basis to those on the list. If an employee verbally declines to work this overtime three (3) times per semester, the employee shall be removed from the list for the remainder of the school year, except in the case of extenuating circumstances.

J. Any cafeteria employee required to perform duties of a higher job classification shall be paid the corresponding rate of pay for time actually worked, effective with the ratification and Board approval of this agreement.

K. Each working kitchen shall have at least one (1) cook helper.

ARTICLE 26. ADMINISTRATIVE ASSISTANTS

Administrative Assistants are bargaining unit employees who have the daily responsibilities related to office operations in the area assigned.

A. Medication

1. The Board acknowledges that the ultimate responsibility for administering medication is that of the building administrator; however, in the absence of the building administrator, the administrative assistant may be delegated this responsibility. Administrative assistants shall cooperate with building administrators to ensure that the administration of medication is done in a safe and efficient manner.

2. The Board acknowledges the need to have school nurses available during the lunch hour, and will take the steps necessary to ensure that nurses are scheduled to be available to provide assistance to the Administrative Assistants.

3. The Board agrees to provide in-service training for Administrative Assistants and principals with regard to the administering of medication and/or first aid throughout the school year.

B. Overtime

1. When overtime is required, Administrative Assistants may request overtime. Such overtime may be approved by the Principal, appropriate Supervisor or EMIS Coordinator. The Administrative Assistant will receive time-and-one-half (1½) at her/his regular rate of pay for all hours worked. The Administrative Assistant will distinguish between EMIS and non-EMIS overtime on the time card utilized.

2. Prior to and after the Administrative Assistant's established 212 contract days have been fulfilled, all additional hours that may be worked will be computed at one-and-one-half (1½) times her/his regular rate of pay unless the Administrative Assistant has used compensatory time during the twenty (20) days scheduled outside the school year, in which case any additional hours will be compensated at straight time.

C. Duties of Administrative Assistants while Administrator is Out of the Building

1. Administrative Assistants will work under the direction of the school principal or appropriate administrative supervisor.

2. When the principal or appropriate administrative supervisor is not available to meet with disciplinary problem students, the Administrative Assistant will not be required to supervise these students in the office.

3. The Administrative Assistants will not be required to make administrative decisions while the administrator is not in the building.

D. Lunch

Administrative Assistants will have a thirty (30) minute unpaid, uninterrupted lunch. Any substantial work related interruption to this lunch period, as agreed upon by the principal/supervisor and Administrative Assistant will change the status of this thirty (30) minutes from unpaid to paid and the Administrative Assistant will have the right to end their workday thirty (30) minutes early.

ARTICLE 27. PROFESSIONAL EDUCATION ASSISTANTS

Professional Education Assistants (hereinafter PEAs) include bargaining unit members employed as:

Para-educators – Assist certified teachers in the typical classroom by reinforcing education information in small groups or with individuals.

Paraprofessionals – Assist certified teachers with identified students based on state standards and/or student's IEP.

A. Medical Treatment

The performance of colostomies or catheterizations is not bargaining unit work.

B. Workdays for Paraprofessionals

1. All full time elementary special education paraprofessionals shall receive a one-half hour (30 minutes) paid lunch period.

2. All full time secondary paraprofessionals shall receive a one-half hour (30 minutes) unpaid lunch period.

3. Daily starting and ending times for paraprofessionals will be flexible and determined by the building principal to insure maximum student contact time.

4. In the event two (2) or more PEAs are employed in a classroom or unit, are not assigned to a specific student and have different starting or ending times, the choice of starting/ending times by position, will be offered in seniority order.

5. All PEA's lunch time shall be scheduled during the normal lunch time in the building.

C. Field Trips

Upon prior approval of the Director of Operations, and when funding is available, PEAs shall be paid for the actual hours worked for field trips at their regular rate of pay. Should a PEA have a second position, he/she will be released from the second position without pay on the day of the aforementioned field trip.

D. Physical Requirements for Professional Education Assistants

PEAs shall be required to be able to lift at least fifty (50) pounds. As a condition of employment, new employees, or new to the position, will be required to have a physical administered by a Board designated physician which will include back x-ray and/or testing deemed appropriate by the Board's physician to determine the employee's physical ability to do the work and meet any Federal or state requirements mandated for the position. Said physical shall be at the Board's expense.

E. With parental approval, PEAs shall be notified of those impaired students under his/her direct or indirect supervision. The PEA shall be required to sign a confidentiality form which is included as an appendix.

F. Certified Presence

There shall be a certified employee present in every paraprofessional and para-educator classroom. In the event that a PEA is responsible for students longer than one (1) hour, administration will make arrangements to ensure that this article is enforced.

G. In the event a one-on-one paraprofessional's student leaves a building, the employee shall have bid/bump rights as defined in this agreement. If a new student needing a one-on-one paraprofessional attends a building, the position shall be considered a vacancy and posted pursuant to Article 14.

H. The cost of the certificate renewal and fingerprinting, per employee, shall be reimbursed to or paid directly on behalf of the employee after the employee reaches multi-year certification eligibility. The employee must apply for the multi-year license when eligible in order to receive this benefit.

I. All early childhood PEAs who are required to take professional development hours to maintain certification shall attend in-service training provided by the District. The employee is solely responsible for compliance with the annual requirements to maintain certification. Should an individual bid or bump into an early education paraprofessional position, the District shall provide CPR/First Aid training within the employees first thirty (30) working days. The training will be provided at no cost to the employee and, if scheduled outside of the employee's workday, all time spent in the training shall be paid.

ARTICLE 28. TRANSPORTATION

The Transportation Department will include all bargaining unit employees who are employed as bus driver, bus aide and bus mechanic.

A. Bus Routes

1. Regular bus routes shall be defined as the total driving time for the morning (AM) run, and the afternoon (PM) run beginning when the bus leaves storage to when the bus returns to storage for each run. Mid-day routes will also be defined from storage to storage. For the purpose of determining the drivers time from "storage to storage" as referred to herein, the calculation will begin when the driver leaves the parking space at the bus garage and ends when the driver returns to the parking space at the bus garage. The driving time for the AM run, the PM run and the mid-day run will each be rounded up to the appropriate one quarter (1/4) increment as defined in Section A.3.e of this Article. The bus route time shall be used in all postings for bidding and/or bumping.

2. Bus routes will be further identified by the general geographic area established in the Board's narrative description of the bus routes. The determination of such geographic areas shall be an exclusive management function. The identification of bus routes by geographic area shall not in any manner limit, restrict, or modify the board's right to efficiently and effectively manage and operate the transportation system of the district.

3. The bus route number for each route will be determined by the number of the bus used to service the route. Drivers shall remain on the routes of which they bid/bump. No driver shall be transferred from his/her bus route, except as is provided by the terms of this Agreement.

4. Routes shall be established each school year by the Transportation Supervisor in accordance with the provisions herein.

   a. The Transportation Supervisor will meet with drivers, if requested by either party, prior to the school year to review concerns with individual routes. Drivers shall be asked to review the route utilizing his/her experience and knowledge. Each driver will be paid a minimum of one (1) hour at his/her regular rate of pay. Drivers will also be permitted to drive their routes on designated days before the school year to become familiar with the routes. Each driver will receive their regular hourly pay for one (1) "test drive".

   b. Prior to October 15 of each school year, the Transportation Supervisor may make adjustments to the bus routes, to meet the transportation needs of the district. Each of the bus routes (i.e., AM, PM, Mid-day) will initially be defined by Versatrans. Input from drivers concerning the Versatrans route(s) will be considered by the Transportation Supervisor. The Versatrans route will include the amount of driving time for each

route rounded up to the nearest one quarter (1/4) hour interval in accordance with Section A.3.e of this Agreement. Once the school year begins, the routes will be timed by GPS to determine a daily average time. The last ten (10) school days in September will be utilized to compute the GPS average time. The GPS average time will then be applied to the negotiated schedule for rounding up to the next one quarter (1/4) hour interval. In the event the final time for the route is different than the bus driver's timing of the route, the bus driver shall be permitted an opportunity to request a route review with the Transportation Supervisor.

c. A bus route may be abolished in accordance with Article 15 of this Agreement.

d. In the event a driver's combined daily route time (AM and PM runs combined) changes by thirty (30) minutes or more, the Board shall abolish and recreate the route following the provisions of Article 15.

e. Bus route/run including storage-to-storage shall be paid in the following manner:

¾ Hour	(31 minutes to 45 minutes)
1 Hour	(46 minutes to 1 hour)
1-1/4 Hours	(1 hour 1 minute to 1 hour 15 minutes)
1-1/2 Hours	(1 hour 16 minutes to 1 hour 30 minutes)
1-3/4 Hours	(1 hour 31 minutes to 1 hour 45 minutes)
2 Hours	(1 hour 46 minutes to 2 hours)
2-1/4 Hours	(2 hours 1 minute to 2 hours 15 minutes)
2-1/2 Hours	(2 hours 16 minutes to 2 hours 30 minutes)
2-3/4 Hours	(2 hours 31 minutes to 2 hours 45 minutes)
3 Hours	(2 hours 46 minutes to 3 hours)
3-1/4 Hours	(3 hours 1 minute to 3 hours 15 minutes)
3-1/2 Hours	(3 hours 16 minutes to 3 hours 30 minutes)
3-3/4 Hours	(3 hours 31 minutes to 3 hours 45 minutes)
4 Hours	(3 hours 46 minutes to 4 hours)

f. The minimum route time for a regular bus route (AM run plus PM run), including the thirty (30) minute "pre-trip allowance", shall be two (2) hours and fifteen (15) minutes.

g. For the purpose of determining the employees eligibility for health insurance benefits, the employee will be permitted to count the time for his/her bus route(s) and the thirty (30) minute "pre-trip allowance". The four (4) hour per semester paperwork allowance shall not be included in the computation for determining fringe benefit eligibility.

h. Once the bus routes are established as a result of the timing procedure set forth herein, the established time for the bus route will remain the same during the school year except in the event of: a) an increase or

decrease in the number of students riding the bus; or, b) route changes caused by road closings, bridge closings or other similar occurrences, which require the rerouting of the established bus route. Any such adjustments shall be kept to a minimum. In the event circumstances occur which result in a change to the drivers combined route of thirty (30) minutes or more, the route that is affected will be abolished and recreated, unless the change is expected to last less than ninety (90) calendar days.

i. One (1) special route for either an AM run or PM run only may be created per year. Any additional special routes would require mutual agreement between the parties.

5. All drivers shall have thirty (30) minutes added to their daily time for cleaning, service, fueling, pre-trip inspection, and the follow-up for bus conducts.

6. Drivers shall receive four (4) additional hours at the driver's regular rate of pay, each semester as compensation for all necessary paperwork required by the Director of Operations, Transportation Supervisor, or State Transportation Rules and Regulations. Payment shall be made at the end of each semester. Drivers with a noontime route shall receive an additional three (3) hours.

7. Any driver or bus aide who is requested by a building principal, the Transportation Supervisor, Director of Operations and/or Superintendent, shall meet with parents as part of a follow-up for a bus conduct report and may submit a time-card for actual time worked.

B. Transfer of Students Between Schools

When it becomes necessary due to student enrollment, special needs and/or special education programs to take or pick-up a student(s) from one school to another, any additional time which may result shall be offered to the senior driver in the home school area who can perform such duty. This assignment shall be reevaluated on an annual basis.

If the driver's route that has the additional time becomes vacant, and, therefore, subject to the bid procedure, the additional time shall not be reassigned during the bidding process. In that case, the additional time will be offered to the most senior driver in the home school area after the vacant position has been filled.

In the event that it is no longer necessary to transfer the student(s) between schools, the driver's time may be reduced accordingly.

C. Schools Not in Session

1. For routes whose sole destination is outside of the District (i.e., Champion, Middlefield, etc.) the route will operate on the destination District's calendar, including breaks and non-school days, with the Driver who normally runs the route.

If this route requires less than the minimum number of yearly contractual workdays, the following will apply:

a) The employee will report to the Transportation Supervisor on the first day or days on the AACS school calendar that the driver is not scheduled to work their regular run to determine if his/her services are needed.

b) If his/her services are needed, the employee will be paid the greater of: 1) the hours the employee actually worked; or, 2) the number of hours the employee usually works. If the employee's services are not needed, he/she will be paid their contractual number of hours.

This shall continue until the driver has been paid for the minimum number of working days as required by this contract.

If the route calls for more working days than the contractual amount, the driver shall work those days and be paid for all days worked.

Should AACS declare a calamity day, the driver shall not transport any student(s) that day and will be paid in accordance with the applicable calamity day provisions of this Agreement.

Should the destination school declare a calamity day, the following shall apply:

a) The employee will report to the Transportation Supervisor to determine if his/her services are needed.

b) If his/her services are needed the employee will be paid the greater of: 1) the hours the employee actually worked; or, 2) the number of hours the employee usually works. If the employee's services are not needed, he/she will be paid their contractual number of hours.

2. For routes whose sole destination is not outside of the District (i.e., A-Tech, Parochial schools, etc.) and on days when school is not in session for the Ashtabula Area City Schools, separate routes will be created. The most senior drivers will be offered the work on a seniority rotation basis. The driver will be paid for actual hours worked with a minimum of four (4) hours, two (2) hours AM, two (2) hours PM), at the driver's regular rate of pay.

D. Work Order

Bus drivers are to have work order forms for service and repair of vehicles. The driver is to list items needing attention. The form is to be submitted to the transportation supervisor or the mechanic. When picking up the bus, the mechanic will have listed all items repaired. The work order is to be signed by the bus mechanic or the transportation supervisor before the bus is released to the driver.

E. Delays

1. Delays shall be defined as breakdowns, inclement weather (fog, ice, snow, high water, etc.), obstructions on highways, or trains. Drivers shall notify the transportation supervisor of delays. Time worked in excess of the regular scheduled hours shall be compensated at a rate of thirty cents (.30) per minute.

2. Should a driver be requested to assist another driver/route, the driver shall be paid for all time spent in assisting over and above their regular route time.

F. Safety

It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus. Drivers are to remain within the proximity of the bus at all times, including field trips, except in the case of an emergency. Drivers who take field trips shall keep their bus at the destination of the field trip, except for a food period which shall not exceed sixty (60) minutes.

G. Safety Meetings

An annual safety meeting will be held each year. Drivers are required to attend one such meeting and will be paid their regular hourly rate for the hours in attendance. If a driver does not attend the scheduled meeting, he/she must attend an alternate meeting. Failure to attend and successfully complete the safety meeting in its entirety will result in the employee being removed from service prior to the beginning of the school year, without pay, until such time as the safety meeting is successfully completed. Any safety meeting shall be counted as attendance at one of the Board required semester in-services.

H. Summer Work

1. There shall be a separate sign-up sheet for summer programs.

2. Any summer programs requiring the use of a school bus(es) shall be offered to the senior drivers on the summer program sign-up sheet. The driver awarded the position will drive the route until the completion of the program.

3. Summer field trips shall be offered to the drivers on the seniority rotation list.

I. Court Appearance

If a driver has turned in a traffic violation (going through red lights on a school bus) and has to appear in court or is subpoenaed into court during a driver's regular workday, he/she shall be paid by the school system for time lost by submitting a request for professional leave.

J. Maximum Hours

The school bus driver shall operate the bus for not more than ten (10) hours in any one twenty-four (24) hour period. Operation means on-road driving and layover time does not count as operating time.

K. Extracurricular/Field Trips

1. For the purpose of definition, a "field trip" is any extra trip which is not run on a daily scheduled basis.

2. a. The Board shall post and maintain extracurricular/field trip rosters which shall bear the names of all drivers wishing to take such trips. This roster shall be posted in the Bus Garage. Trips shall be posted when possible at least five (5) days in advance and shall indicate the driver's name, the date and trip number. Extracurricular/field trips shall be granted on a seniority rotation basis of those desiring to take such trips. The driver who declines a trip shall be assigned to the bottom of the list and will not be eligible to take another trip until his/her name reaches the top of the seniority list. Furthermore, the driver will not be eligible to take another trip for the same day they turned down a previous trip. Any employee who desires to decline a field trip must do so within three (3) working days of the placement of the trip ticket for the field trip in the employee's mailbox/locker. A driver who declines a field trip outside of the three (3) working day window, four (4) or more times in a semester, shall be removed from that roster for the remainder of the school year.

   b. Posting of Trips and Seniority Roster

   The Board shall maintain and post the current data at the Board Office and Bus Garage when school is not in session for:

   i. All non-regular bus route trips;

   ii. An up-to-date seniority roster.

   This up-to-date information can also be obtained by calling the Operation Officer's secretary.

3. Field trips shall be awarded to bus drivers on seniority rotation basis giving each driver an opportunity to drive extracurricular runs (if desired). There will be no trading of field trips. (Buses on field trips requiring additional cleaning time by the driver shall have the additional time charged to the field trip.) The regular driver shall have the option of taking any field trip which may fall during the driver's working day over the driver's regular run. Minimum field trips shall be one (1) hour. Whenever possible, drivers shall use their regular assigned buses on field trips.

4. When field trips are assigned, a copy of the trip ticket will be placed in the driver's mailbox immediately. If a trip is posted with less than five (5) days notice, drivers shall be notified, at a reasonable hour to check mailboxes by telephone or via two-way radio, keeping in line with the seniority rotation format.

5. a. One hour show-up time shall be paid to a driver when called out on a field trip if trip is canceled once a driver has left from storage.

   b. If a daytime field trip is canceled after a driver has left home and a substitute has been called for his/her regular run, the driver shall receive his/her regular day's pay (not the show-up time), and may be requested to drive.

   c. In the event of inclement weather, the driver should attempt to contact the transportation supervisor or the business office prior to 1:30 p.m. to confirm that the scheduled trip is still scheduled.

6. Drivers will be paid their regular rate of pay from storage to storage for field trips. Bus drivers who work more than forty (40) hours per week are entitled to overtime pay for hours worked in excess of forty (40) hours per week.

7. Whenever a deduction is required, the driver will be deducted the proportional part of the schedule daily route which is not driven. The deduction will be based on the hours not driven at the hourly rate.

8. Expenses incurred on extracurricular/field trips (i.e., turnpike fees, entrance fees, etc.) shall be borne by the group sponsoring the trip in advance of the trip.

9. The Board will maintain a seniority rotation list for extracurricular and field trips, which will be regularly updated. The seniority rotation list will run continuously from year to year.

10. All field trips shall have at least one teacher, coach or adult to and from the activity to assist the driver with supervision and discipline.

11. Athletic coaches, teachers, advisors, and/or coordinators shall have no authority to modify and/or alter the length of a trip or its number of assigned hours after the trip is in progress.

12. All drivers assigned "one-way trips", excluding shuttles, shall be repaid with a "round-trip" assignment prior to the granting of new trip assignments to other drivers immediately after completion of the one-way assignment.

13. Any driver, who is requested and assigned an emergency or late trip, may be repaid with a "one-way trip".

L. Field Trip Procedures

1. All field trips will be numbered sequentially and assigned by the Transportation Office.

2. There will be three rosters:

   a. Daytime - loss of morning or afternoon route;

   b. Weekend/night time - trip starting at 4:00 p.m. or later, or Saturday or Sunday;

   c. Shuttle - see section L.

3. All trips will be assigned on a seniority rotation basis according to the particular roster involved.

4. If a trip is canceled by the school, the driver will get the next available unassigned trip on the appropriate roster, without losing his/her place on the current appropriate seniority rotation roster.

5. If a driver declines a trip, his/her name goes to the bottom of the list until the name comes to the top of the appropriate list.

6. If a driver is assigned to a trip and his/her name comes up on another roster for a trip on the same day so as to cause a conflict with the first assigned field trip, he/she will be bypassed and will be given the next available unassigned trip on the appropriate roster.

7. Emergency call-ins will go on the seniority rotation list to the next available driver. If the emergency occurs on the same day/night, the driver will not be penalized for refusing the trip and will not lose his/her place on the appropriate seniority roster. A same day tournament shall not be considered late trips.

8. If a driver is back from a field trip within five (5) minutes after the dismissal bell for the students scheduled to be picked up by the driver, he/she will drive his/her normal route. It will be the driver's responsibility to inform the responsible person that the driver needs to be back at the point of pickup by the aforementioned dismissal deadline. If the driver sees that he/she will not be back, it is the driver's responsibility to call in so that a substitute may be obtained. Preference will be given to available bargaining unit bus drivers to be called to cover the absent driver's regular bus route.

9. If a driver accepts an emergency trip, he/she will also retain his/her position on the appropriate roster.

10. If a driver is already on the list to be repaid a trip due to a cancellation, the driver will get the next unassigned trip available for that roster, regardless of

the type of trip. If the driver is on the list to receive an additional trip due to the acceptance of an emergency trip, that driver will receive the next available unassigned trip that is not an emergency trip.

11. The Board may contract with third parties to provide transportation for field trips, on a case-by-case basis when no bargaining unit transportation employee could have taken the trip, subject to the guidelines contained in Appendix G.

M. Shuttle Runs

1. A shuttle run shall be defined as a run which is (a) not part of a regular route/run, and (b) taking students to and/or from an event (i.e., Goodwill, swimming, etc.) which is either within the boundaries of the school district or is geographically serviced by the Ashtabula Area City Schools.

2. A shuttle run shall be paid at one hour minimum or for the actual time beyond the one hour minimum.

3. Shuttle runs shall be awarded according to the shuttle seniority rotation list which shall be separate from the daytime and weekend/night time roster.

N. Noontime Routes

1. Noontime routes shall be established on an annual basis in accordance with the needs of the school district.

2. Noontime routes shall be in addition to regular routes and be paid from point of departure to the point of return. Noontime routes shall be a minimum of one hour. Noontime routes shall be bid separately from regular routes. Regular drivers shall be used as substitutes on a seniority rotation basis on Noontime routes when regular drivers are absent and will be paid their regular rate of pay.

3. Noontime seniority shall be defined as the employee's length of continuous service as a employee, determined by the his/her entry date as a noontime employee.

4. The established noontime seniority roster shall be used in identifying bus drivers' transportation employees who hold noontime positions. This roster will be used to award noontime positions. In the event no employee having noontime seniority bids on a noontime position, noontime position will be offered to regular bus drivers.

5. Following the ratification and approval of this Agreement, no one who has not already attained noontime seniority will be granted it. For all noontime routes bid or bumped after the aforementioned effective date, the noontime routes will be first offered in seniority order on the noontime roster and then in seniority order on the regular transportation seniority list. Once all individuals

on the noontime roster resign, retire or waive in writing their rights to appear on the noontime roster, it will cease to exist. Thereafter, all positions will be bid or bumped based upon the transportation seniority list.

O. Bus Aides

1. Bus aides will be paid from storage to storage, as hereinbefore defined. To determine the time for the workday of a Bus Aide, the Aide's morning time will be computed and the time will be rounded upward to the next fifteen (15) minute interval. If the Aide is scheduled to work in the afternoon, the afternoon time will also be rounded up to the next fifteen (15) minute interval.

2. In the event the time for a Bus Aide's position changes by thirty (30) minutes or more, the Board shall abolish and recreate the position following the provisions of Article 15.

3. Bus aides, with proper licensure, shall be allowed to cover for any absent driver. Rotational seniority will be utilized to determine the Bus Aide to move up to the Driver position.

4. Employees will be paid their regular rate of pay for attendance at the in-service training. Specific additional in-service will be provided for aides required to assist students with special needs.

5. Failure to attend and successfully complete the in-service in its entirety will result in the employee being removed from service without pay until such time as the in-service is successfully completed.

6. An annual safety meeting will be held each year. Aides are required to attend one such meeting, and will be paid their regular hourly rate for the hours in attendance. If an Aide does not attend the scheduled meeting, he/she must attend an alternate meeting. Failure to attend and successfully complete the safety meeting in its entirety or the alternate safety meeting will result in the employee being removed from service prior to the beginning of the school year, without pay, until such time as the safety meeting is successfully completed.

P. Bus Mechanics

1. The Board shall provide uniforms for each bus mechanic. This service will provide one (1) clean uniform per day. Mechanics shall be required to wear the Board provided uniform.

2. The bus garage personnel shall be given a tool replacement allowance of three hundred dollars ($300) per person per year for broken or lost tools which occurred during the course of work with the school system.

3. Mechanics shall not be responsible for making supervisory decisions when staffing the phone or radio during work hours. Bus callbacks shall not be considered a supervisory decision.

4. Bus Mechanics shall not be permitted to pull a bus video without being directed to do so by the Transportation Supervisor or Director of Business Operations. Any such directive will be documented in writing at the time of the directive.

Q. Commercial Driver's License

The Board shall pay the difference between the regular license and the commercial driver's license. Additionally, all recertification costs shall be reimbursed to the driver.

R. Drug and Alcohol Testing

Transportation employees will be subject to random drug and alcohol testing only as required by State and Federal Law.

S. The Board shall issue parochial schools and vo-ed calendars to all drivers.

T. The video tapes and/or electronic video recordings (collectively referred to herein as the "video security records") produced by security cameras on the district's school busses are the sole property of the Board. The video security records will be maintained by the Board in accordance with its policies and all applicable laws and regulations. In the event a video security record is intended to be used by the Board in a disciplinary action against an employee, the video security record will be made available for inspection by the employee and his/her representative prior to the use of same in any disciplinary proceeding. The Board agrees that the video security records shall not be used for the evaluation of employees. However, the Association hereby acknowledges and agrees that certain video security records may be used by the Board as part of the evaluation process when an employee has engaged in misconduct.

U. Bus driver training is a management function and not bargaining unit work. The Board shall utilize qualified bargaining unit members to assist with such training on a contract services basis. Any qualified bargaining unit member shall have the opportunity to request such training assignment. The opportunities shall be offered first to bargaining unit members on a rotational basis.

V. Administration shall be available for discipline issues no later than the arrival of the first bus each morning.

ARTICLE 29. CROSSING GUARDS

All crossing guards will receive:

A. Inclement Weather Clothing

The Board shall provide one (1) raincoat with hood, one (1) pair of rain pants, and one (1) vest for each member of the Crossing Guard Department upon the request from the Crossing Guard. The Board will also supply reflector tape to the Crossing Guards. The employee will be required to wear the raincoat, rain pants and/or vest and will be responsible for keeping them clean. The Board will replace the raincoat and the vest which are no longer usable because of being damaged or worn out, upon return by the employee. When leaving the Crossing Guard Department, for any reason, the employee will return the raincoat, rain pants and vest to the Board.

ARTICLE 30. LIBRARY AIDE

The Library Aide Department will include all bargaining unit employees who are employed as aides to any District library.

A. Lunch

The hours for the position will include a one-half (½) hour unpaid lunch per day.

B. Work Year

The Library Aide will work a schedule which will include the Work Year plus five (5) days before and five (5) days after the Work Year.

ARTICLE 31. GRIEVANCE PROCEDURE

A. Definitions

1. A Grievance Item is a claim based upon interpretation, meaning, or application of this negotiated Agreement and or a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees.

2. An aggrieved person is the person(s) making the claim for himself/ herself or for the Association and shall be a bargaining unit member.

3. An Association representative shall be defined in the grievance procedure as a member of the Grievance Committee or any person(s) designated by the Association.

4. Days shall mean days school is in session, except during the summer and school recess when "days" shall mean weekdays.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance. Both parties agree that the proceedings shall be kept as informal and confidential as is possible. No reprisal of any kind shall be taken by the Board, the Administration, or any Board employee against anyone because of his/her participation in this grievance procedure.

2. Nothing contained herein shall be construed as limiting the right of any classified employee having a grievance to discuss the matter informally with any appropriate member of the administration and/or Association and having the grievance adjusted.

C. Procedure(s)

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. Any grievance may be withdrawn at any level and all grievance discussion and communication shall remain confidential to the parties immediately involved.

2. Any discussion or hearing held shall be a closed session, unless mutually agreed to the contrary.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel record(s) of the participant(s).

4. Failure of the Association to file or appeal the grievance within the specified time limits shall cause the grievance to be resolved with the last response from administration. Failure of the administration and/or Board to respond within established time limits will cause the grievance to be settled in favor of the grievant.

Level One - Supervisor

The employee shall approach the administrator immediately concerned and discuss the matter. When requested by the employee a representative of the Grievance Committee of the Association, or other chosen representative of the Association, shall accompany the employee in discussion with the administrator. The back of the grievance form shall be signed and dated by all parties present acknowledging discussion on the grievance. This grievance procedure must be initiated within thirty (30) days from the date the alleged grievance was known or reasonably should have been known. The Supervisor shall respond in writing on the agreed upon form, within five (5) days of the initial meeting.

In the event the grievance arises, not from the Master Agreement itself, but from "an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees" and is not resolved at Level One, then the Grievant shall forward the event or condition giving rise to the Level One Supervisor discussion to the next Labor/Management Committee meeting for resolution. The Grievant shall submit the item in writing to both the Superintendent and the Association President within five (5) days of the Level One discussion. The time lines contained herein shall be held in abeyance until the matter is either resolved at the Labor/Management Committee meeting or within fifteen (15) days following the Labor/Management Committee meeting the Grievant may forward the grievance in writing in accordance with Level Two of the Grievance Procedure contained herein.

Those grievances arising out of the Master Agreement will proceed to Level Two as stated herein.

Level Two - Director of Operations

In the event that the response given at Level One is unsatisfactory, the grievant(s) shall file, in writing, a formal grievance alleging the specific violation as per Section A.1. of this article. Such filing shall be within fifteen (15) days from the date of the Level One written response. A written grievance shall be hand delivered by the grievance chairperson or designee to the Director of Operations or designee. At that time, a date-stamped and signed copy will be returned to the grievance chairperson or designee. The Director of Operations shall meet with the aggrieved person and a representative of the Association within five (5) days following the receipt of the written grievance. Within five (5) days following the conference hearing, the Director of Operations shall forward a copy of the Level Two decision to the grievant, Grievance Chair, Association President and UniServ Representative.

Level Three - Superintendent

If the grievance is not resolved at Level Two, the employee or the Association Representative shall within five (5) working days of receipt of the Director of Operations's answer submit to the Superintendent the answer at Level Two with the original grievance statement. The Superintendent will meet with the employee and the Association's representative to discuss the pending grievance within five (5) days of request. No later than five (5) working days following the meeting, the Superintendent shall forward a copy of the Level Three decision to the grievant, the Association President, Grievance Chair and the UniServ representative.

Level Four - Mediation (Optional)

If, after receiving the answer at Level Three the employee remains aggrieved, the employee and/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level 3. The parties agree to participate in the mediation of all the

issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not initiated and the employee remains aggrieved, the employee may proceed to Level Five.

Level Five - Arbitration

If, after receiving the answer at Level Three or Level Four, if implemented the employee remains aggrieved, the Association shall notify the Board in writing of its intent to submit the grievance to arbitration within fifteen (15) days. The Association shall submit its demand for arbitration to the American Arbitration Association within thirty (30) days after Board notification to provide the parties with a list of nine (9) arbitrators from which an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator. The arbitrator shall have the authority to hold hearings and confer with any party deemed advisable in seeking to effect the resolution of the grievance. In these proceedings, the aggrieved shall be represented by the Association. Each party shall have the right to subpoena a witness(es). The decision of the arbitrator shall be binding on both parties. The fees and expenses of the arbitrator shall be paid by the losing party.

D. Expedited Arbitration

With agreement of both parties, Expedited Arbitration may be employed under the rules and regulations of the American Arbitration Association in lieu of Level Two, Three, and Four.

E. Power of the Arbitrator

1. The arbitrator shall:

   a. Be empowered, except as limited below, after due investigation, to make a decision in case of a claim based upon interpretation, meaning, or application as outlined in Section A.1.

   b. Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

   c. Have no power to change the Board's officially adopted salary schedule and indexes.

   d. Have no power to decide any question, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management except as conditioned by this Agreement.

2. In the event it is claimed by the administration and/or Board that any matter filed as a grievance is not arbitrable as a contract grievance, as is

contemplated by the definition of a contract grievance contained in Section A.1. of this article, such dispute may be pursued to arbitration with the arbitrator having the authority to rule on the issue of arbitrability prior to conducting a hearing on the merits of the dispute.

3. Any decision by an arbitrator, which is outside the scope of the arbitrator's power as outlined by this section, shall be null and void and not binding on any party.

ARTICLE 32. CONTRACTUAL AGREEMENTS

A. Lunch Time

1. A thirty (30) minute uninterrupted lunch period shall be granted to all employees except those in the following departments: Bus drivers, crossing guards, and all employees working four (4) hours or less per day.

2. Employees having a paid lunch will also have thirty (30) minutes for lunch, but such employees may be required to perform duties during the paid lunch period.

3. At all times not specifically mentioned above, or as referenced to in other articles of this Agreement, classified employees shall work eight-and-one-half (8-1/2) hours with a thirty (30) minute unpaid lunch period.

4. If an employee is receiving a paid lunch, he/she is required to remain on school property unless otherwise directed or approved by building administration.

5. If an employee is receiving an unpaid lunch, he/she may leave the school premises.

B. Breaks

1. Two (2) fifteen (15) minute breaks within the building shall be established for all classified employees who work more than six (6) consecutive hours per day. The first break shall occur at the approximate mid-point of the first half of the workday and the second break shall occur at the approximate mid-point of the second half of the workday.

2. Those employees who are assigned four (4) to six (6) hours of consecutive work per day shall receive one (1) break at the approximate mid-point of their day.

3. All work stations within an operational area shall be staffed by an employee during the workday, whenever possible.

C. Mileage

1. Employees who are required to use their own automobile in the performance of their regularly scheduled duties or in emergency situations, and employees who are assigned to more than one (1) school per day will be reimbursed at the rate established by the IRS. It will be the responsibility of both parties to be aware of the IRS rate.

2. Mileage reports must be submitted on a monthly basis. Delay in submitting monthly mileage reports shall cause the payment to be made the subsequent month. The staff members receiving mileage shall be responsible for reporting to the IRS income associated with mileage payments made above the IRS rates.

D. Physical Examinations

1. The Board of Education agrees if an employee is required to have a physical examination, the Board will select an appropriate physician for such an examination. The Board will pay the entire cost for the required physical examination. It is expected that an employee will have the required physical examination within thirty (30) days after the Board so orders. Failure to have the examination within that period waives the employee's rights to receive remuneration from the Board. The willful refusal of an employee to undergo a physical examination required by the Board may be considered grounds for dismissal. The employee shall have the right to have such physical by a physician of his/her own choice.

2. The Board reserves the right to have an employee examined by a Board designated physician, without cost to the employee.

3. The willful refusal of an employee to undergo any physical examination required by the Board shall be considered grounds for discipline, including suspension and termination.

E. Administration Meeting

The Board agrees that all employees requested to, or required to, attend any meeting scheduled by the administration for a time other than during the employee's regularly scheduled workday, shall be paid at the applicable hourly rate for the time spent at such meeting(s) or a minimum of thirty (30) minutes, whichever is greater. Meetings called by mutual agreement or by the Association will not be subject to remuneration.

F. Perry Nuclear Power Plant

No employee shall be required to assist in evacuation of the Perry Nuclear Power Plant or any emergency resulting from a malfunction at Perry Nuclear Power Plant. Employees shall retain responsibility for regular assigned duties.

ARTICLE 33. GENERAL PROVISIONS

A. Department and Orientation Meetings

At the beginning of each school year, there shall be an orientation meeting for all classified employees. All employees shall attend, and employees who are not scheduled to be on duty shall be paid for the time that they are required to be in attendance, which shall be at their regular hourly rate, for a minimum of one (1) hour.

Department meetings shall be scheduled prior to the opening of school. Employees not scheduled to work shall be paid a minimum of one (1) hour at the regular rate of pay.

B. Bargaining Unit Work Preserved

Except as otherwise provided by this agreement, the Board agrees that it will not enter into any agreements with private or public contractors to provide services which are presently being provided by bargaining unit members in the daily operation of the schools. The Board reserves the right to contract with third parties to purchase services when necessary due to:

1. Need for Technical Expertise;

2. Health and Safety Concerns;

3. Liability and Warranty Reasons;

4. Emergencies which must be handled in forty-eight (48) hours or less;

5. Time constraints which shall exist only when the work load exceeds what can be completed by regular employees during regularly scheduled hours and overtime.

See Appendix for Memorandum of Understanding

No bargaining unit member shall be displaced or reduced in regular working hours because of the contracted work.

C. Performance of Work

All bargaining unit work shall be performed by bargaining unit employees. No supervisor shall be assigned or assume bargaining unit work as part of his/her regular duties.

Supervisors may perform bargaining unit work in emergency situations (i.e., snow plowing, bus driving) where no bargaining unit member will be replaced or have their hours reduced as a result of the work being performed by the Supervisor. In

such an event, the Director of Operations or his/her designee will notify the Union president or his/her designee via phone at the time of the occurrence.

D. Volunteer Services

Nothing in this Agreement shall be construed to prohibit any parent or citizen from volunteering his or her services for school-related activities which are not bargaining unit duties.

E. Federal/State Programs and Student Employees

The Board shall not employ any students under any secondary school or college work-study program or any state or federal funded work experience program in any position that would replace any employee in the bargaining unit.

F. Civil Service Jurisdiction

1. The Board and Association agree that the portions of this collective bargaining agreement that specifically pertain to the terms and conditions of the employment of bargaining unit members, shall supersede any conflicting provisions of Chapter 124 O.R.C., as is permitted by law.

2. It is specifically understood and agreed by the parties that all matters involving job descriptions, promotions and discipline are not to be processed or handled by the Ashtabula City Civil Service Commission.

G. Employee Tenure

All bargaining unit employees, as defined in Article 1, Recognition, who have successfully completed their sixty (60) day probationary period shall be tenured employees of the Ashtabula Area City School District.

H. Staffing and Shifts

1. At the beginning of each school year, the office of the Director of Operations will provide the President of the Association with a complete list providing the minimum staffing, the normal shifts, and the actual number of days for the classified staff of the system. The actual number of days for each classification shall be made part of the Agreement.

2. Shift Differential

a. First shift shall be defined as any employee who is regularly scheduled to end no later than 5:00 p.m.

b. Second shift shall be defined as any employee who is regularly scheduled to work after 5:00 p.m., a twenty-five cent (25¢) shift differential will be paid to each employee hired for second shift work.

c. Third shift shall be defined as any employee who is regularly scheduled to work after 11:00 p.m., a thirty-five cent (35¢) shift differential will be paid to each employee hired for third shift work.

d. Employees whose regularly scheduled work hours meet the definitions above shall be paid the appropriate shift differential, pursuant to Article 34, for the total number of hours worked regardless of starting time.

e. No bus driver or bus aide shall receive shift differential regardless of when their work hours end or begin.

f. No employee who begins work prior to, works past their regularly scheduled time or works another shift in lieu of their regular shift shall receive any shift differential unless their regularly scheduled time otherwise qualifies them to be paid shift differential.

g. An employee, who already receives a shift differential and assumes extra time outside of their regular work day shall be paid their regular shift differential for all time worked unless otherwise excluded by the CBA (i.e., summer work) regardless of when their workday ends or begins.

I. Chronic Communicable Disease Policy

1. Statement of Purpose

An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability, and as is provided herein. No employee shall be subjected to indiscriminate testing or testing which is not in accordance with the law. The Employer shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease. Any action taken by the Employer to temporarily or permanently remove an employee who has been exposed to or who contracts a chronic communicable disease will only be undertaken in accordance with this policy. The Employer shall comply with all laws regarding the civil and constitutional rights of all employees.

2. Reports of Suspected Carriers

All reports of suspected carriers shall be directed to the Superintendent. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported employee is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted upon.

3. Testing Criteria

a. No employee shall be required to submit to a medical evaluation of his physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tripartite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.

b. The tripartite panel shall be comprised of a physician selected by the Employer, the employee's personal physician, and an arbitrator mutually selected by the Employer and the Union in accordance with the procedures set forth in the grievance procedure of this Contract. The mutually-selected arbitrator shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.

c. The tripartite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of an employee. Within ten (10) days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the employee.

d. In the event that a health risk becomes apparent and may affect many or all employees, as determined by a physician in the appropriate public health district, the Employer, with concurrence of the Union, shall be permitted to bypass the tripartite panel and immediately provide for the examination and/or immunization of any or all employees to prevent the spread of the disease.

e. All costs of the tripartite panel shall be borne by the Employer.

4. Medical Evaluation

a. Within ten (10) days after a determination has been rendered substantiating probable cause for medical evaluation or if an employee voluntarily submits to a medical evaluation, a medical review team comprised of: 1) a physician specializing in the contagious disease in question; 2) a physician from the appropriate public health district; and, 3) the physician designated by the Superintendent as the Employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the employee's condition. The medical review team shall provide for the examination of the employee and may obtain, upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.

b. The report rendered by the medical review team shall be restricted to an evaluation of the employee's medical condition and shall clearly state:

(1) Whether or not the employee has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

(a) Whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

i. The nature of the risk of the employee's medical condition (how the disease is transmitted);

ii. The duration of the medical condition (how long is the carrier infectious);

iii. The severity of the risk of the medical condition (what is the potential harm to third parties); and

iv. The probability the disease will be transmitted and will cause varying degrees of harm.

(b) Whether or not the employee is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the employee is able to meet all of the job requirements in spite of the employee's medical condition.

c. The medical review team shall continue to monitor an employee's medical condition in the event that the medical review team determines that such a follow-up review is necessary. Such monitoring is intended to permit the medical review team to determine whether or not an employee is qualified in his/her job as is set forth in 4 b. (1) (b).

5. Reasonable Accommodation

a. Within ten (10) days of receipt of a medical evaluation report indicating that an employee's current medical condition imposes a substantial health risk to others in the school environment or prevents the employee from performing all of the employee's job requirements, the Superintendent shall provide written notification to the employee specifying what action the Employer shall take to reasonably accommodate the employee's disabling condition.

b. Any attempt to reasonably accommodate the employee's disabling condition shall not violate the existing Contract. If the Union believes the proposed accommodation would violate the Contract, the Employer shall meet with appropriate representative(s) of the Union and the employee to attempt to negotiate a reasonable accommodation.

c. Any unresolved dispute regarding whether the Employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the Contract shall be subject to expedited final and binding grievance arbitration.

6. Elimination of Health Risk

a. Whenever an employee's health is at risk due to possible exposure to a communicable disease, the Employer shall take all measures necessary as determined by standards established by the Center for Disease Control to eliminate the health risk. The Employer's actions shall be in compliance with this article of the Contract.

b. If elimination of the health risk requires an employee to be immunized, the cost of the employee's immunization shall be borne by the Employer, unless same is a covered expense by the employee's hospitalization insurance. Any difference between the amount paid by the insurance carrier and the actual charge shall be paid by the Employer. The Employer shall not be responsible for paying for any immunization costs that are solely attributable to an employee's voluntary request for same.

c. If elimination of the health risk requires the implementation of any emergency, temporary, or permanent removal of an employee with a chronic communicable disease, the Employer shall comply with the provisions of the collective bargaining agreements and the applicable statutes, including Section 3319.13 O.R.C.

7. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled employee is justified, the Employer shall support the employee's application for disability retirement if the employee elects to make such application.

8. Confidentiality

a. All reports of suspected carriers, all aspects of the due process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential". Any report received or rendered during these procedures shall be released only to the Superintendent and the employee. Any discussion of a report by the Employer shall be conducted in executive session.

b. The Board and all employees of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

9. Education

a. The Employer shall implement education programs for all school employees, students, and the school community regarding chronic communicable diseases and their transmission within sixty (60) days of the implementation of this agreement. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.

b. All employees shall be provided within thirty (30) days all necessary supplies and equipment for handling spilled blood and body fluids to insure proper cleaning and disinfection. Employees shall receive training on the proper use of supplies and equipment upon receipt of same.

10. Employee Cooperation

Implementation of these procedures as outlined herein shall not prevent the Employer from utilizing the disciplinary procedures as agreed to in the respective collective bargaining agreements.

11. Mutual Agreement

The Board of Education and respective Associations hereby acknowledge that the subject policy has been negotiated for the mutual benefit of both parties.

12. Exclusions

The following provisions of this policy do not apply to employees suspected of having AIDS or AIDS-related conditions, or an HIV infection: I.3 Testing Criteria, I.4 Medical Evaluation.

If an employee is suspected of or identified as having or has AIDS, AIDS-related conditions, or an HIV infection, then all protection of O.R.C. 3701.242 and 3701.243 shall apply to the administration of an HIV test to the employee.

J. Health and Safety

Any employee who is required to remove and/or encapsulate asbestos, clean infectious bodily fluids/wastes and/or handle hazardous waste or materials, shall be provided with all necessary training, equipment, materials, and supplies. This includes blood borne pathogens training.

At all times, employees are required to wear or use necessary safety equipment during the performance of their duties.

The Board agrees to provide in-service on Stress Management and other Wellness topics in conjunction with other departmental in-service.

K. Training

1. By Employees

A regular employee who is required to train a substitute or an employee, and is required to do so before or after his/her regular work schedule, will receive time-and-one-half (1½) for all hours worked in addition to the regular workday. Anytime an employee is directed to train an employee during his/her workday, the employee shall be entitled to work an additional one (1) hour at the employee's overtime rate to enable the trainer to complete his/her work duties.

2. By Employer

a. All bargaining unit members will be offered CPR/First Aid training at no expense to the employee. Training will be paid for the time actually spent in the training and will be offered once per semester. Attendance will be allowed once per school year.

b. All bargaining unit members directly involved with Special Education students and/or students requiring assistance under Emergency Medical forms will be provided training by the Board of Education at Board expense. Employees who take said training shall be paid their normal rate of pay for all time spent in training.

c. On early release days, employees that are not required to be on duty for their entire work day will be required to attend district provided in-service(s). Such attendance will be compulsory and all time spent in in-service shall be paid at their hourly rates. Should the time spent in the in-service be less than the employee's regular number of hours, the employee shall be paid his/her full day's wages.

d. All bargaining unit members will be paid their regular hourly rate of pay for six (6) to eight (8) hours, but in no event fewer hours than the amount of the employee's regular contracted hours, to attend training.

e. The training provided above will be jointly developed by a Classified Employee Professional Development Committee. This committee will include no more than five (5) Association members selected by the Association President and no more than five (5) members representing the Board and will meet at least twice annually.

f. Once per year, all bargaining unit members will be provided the opportunity to attend first aid/CPR refresher training on a non-student contact day. Attendance for first aid/CPR will be allowed once per school year.

g. All training dates indicated above shall be identified on the work calendar posted annually by June 1.

L. Short Hour Employees with More Than One Position

1. Employees holding two (2) positions either in the same or different departments may do so only under the following conditions:

   a. For employees that work a five (5) day workweek in both positions, the total hours of work shall not exceed eight (8) hours per day. For employees that do not work a five (5) day workweek in one (1) or more of their positions, the employee may exceed eight (8) hours per day so long as they do not exceed forty (40) hours in a work week.

   b. There shall be a fifteen (15) minute minimum unpaid travel time determined by the most direct travel route between worksites. The fifteen (15) minute time period shall not be required if there is no change of building and no lunch break is required.

   c. Employees shall use their private vehicle at the employee's expense for travel between short hour positions.

   d. Bus drivers who hold a second job outside the department shall not be permitted to take shuttle, and day-time field trips during the school year. They shall be eligible to sign up for field trips on the summer roster. Bus drivers who hold a second job outside of the department shall be allowed to take night/weekend field trips so long as the trip begins and ends outside of their regularly scheduled workday.

   e. All positions held in this manner shall be posted and awarded as individual positions following the transfer, resignation or retirement of the employee holding both positions.

M. Drug and Alcohol Free Work Place

1. Prohibited Conduct

   No bargaining unit member shall manufacture, distribute, dispense, possess, use, or be under the influence of a controlled substance and/or alcohol during work hours or at any activity or function sponsored by or related to employment with the Board. "Premises" includes vehicles owned by or being driven on behalf of the Board, as well as parking lots, playgrounds, and other property owned by the Board. "Controlled substances" means any drug subject to Federal or state regulations as to manufacture, distribution, sales, and use including but not limited to cannabis, cocaine, amphetamines, barbiturates, and heroine.

2. Drug-Related Criminal Conviction

   Bargaining unit members convicted of violating any Federal, state or local criminal drug statute where the violation occurred during work hours or on

Board premises must report the conviction to the Superintendent within five (5) working days of the conviction.

3. Testing

The Board may require an employee, or prospective employee to be tested for drugs or alcohol for the following reasons or circumstances:

a. Post-offer, pre-employment testing.

b. Reasonable suspicion testing.

c. Post-accident testing.

d. Return to work assessment.

The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

a. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

b. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing at the time the test is requested. A reasonable suspicion test occurs based on:

i. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.

ii. A pattern of abnormal conduct or erratic behavior.

iii. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Any observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will

be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

c. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

i. A fatality of anyone involved in the accident;

ii. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment;

iii. Vehicular damage in apparent excess of $2000.00;

iv. Non-vehicular property damage in apparent excess of $2000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

d. Follow-up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in paragraph 5 of this section of the Agreement. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.
Any employee who is required to be tested shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

4. Penalties

Violations may result in severe disciplinary action, up to and including immediate termination, unless the employee uses the Rehabilitation Option described in this policy. Any action against any member for drug abuse offenses must be in accordance with the terms of the Master Agreement and the applicable law.

5. Rehabilitation Option

The employee may elect to seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

6. Alcohol and Other Drug Awareness Program

Employees will be provided with information concerning alcohol and other drug abuse, as follows:

a. The Superintendent will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.

b. Each year, there will be available for each employee at least one educational opportunity addressing the physical, mental and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees (such educational opportunities may include: in-service programs, discussion, presentations at employee meetings, providing literature or seminars).

c. AACS publications, especially those distributed among employees, will from time to time contain articles on the dangers of substance abuse and rehabilitation.

7. Confidentiality

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be confidential and marked as such. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

N. All Board employees who come in contact or handle confidential information shall be required to sign a statement agreeing to maintain the confidentiality of information which by law is required to be kept confidential.

O. Activities Pass

The staff photo ID will be used as an activity pass. Until photo IDs are issued, a photo ID and paycheck stub may be used.

P. Background Checks

The Board of Education shall reimburse or pay on behalf of each bargaining unit member the total cost of any Board requested or legally required fingerprint and background check costs. This shall be reimbursed within thirty (30) working days of submission.

Q. Licensure Reimbursements

The Board will reimburse the cost of licensure attainment or renewal for each bargaining unit member who is required by Ohio law and/or Board policy to hold a license.

ARTICLE 34. SEVERANCE PAY

A. The Board of Education will pay to employees who are eligible for retirement payments under the School Employees Retirement System and who are retiring directly from employment in the School District severance pay based on the employee's rate of pay at the time of retirement per position, one-fourth (1/4) of his/her accrued unused sick leave. Such payment shall only be made once to any employee. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time.

B. This payment is to be made upon receipt of evidence of the approval for retirement benefits by the appropriate retirement system.

C. The Board of Education is authorized under law to negotiate policy to make a payment of accumulated sick leave credit to any employee upon retirement. Such a payment will not be made when an employee resigns from the Board of Education prior to retirement.

D. The above payments shall be exempt from deductions, except as provided by law.

E. 403 (b) Special Pay Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Article 34 (collectively referred to herein as "Severance Pay") shall be paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are after the Date of this Agreement.

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any employee actively employed on or after July 1, 2006, who: a) would be entitled to Severance Pay; b) is or will be age 55 or older in the calendar year in which the employee retires; and, c) is entitled to at least one thousand dollars ($1000) in severance pay.

   b. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay. The required contribution to the 403(b) Plan shall be made within thirty (30) days of receiving written evidence of the employee's retirement from SERS.
   If the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.

   c. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VALIC. 403(b) Plan participants shall be required to complete VALIC enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) Plan on behalf of the member.

   d. If an employee retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the VALIC contract and then paid by the plan to a beneficiary of the employee in accordance with the terms of the VALIC contract.

   e. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2006.

3. If an employee is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that employee will continue to be eligible for any and all severance payments payable in accordance with Article 34. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to employees shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the AACSE guarantee any tax

consequences or results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to an employee.

5. Any and all administrative fees and expenses related to an employee's participation in the 403(b) Plan will be the sole responsibility of the retiring employee. AACSE agrees to indemnify and hold harmless the Board, together with its administrators, staff and employees from any and all claims, causes of action, litigation and/or grievances arising from the implementation and operation of the 403(b) Plan except for matters directly related to the Board's failure to perform the duties and obligations which are expressly required to the Board under the provisions of this Contract.

6. After adoption of the VALIC 403(b) Special Pay Plan, any administrative fees shall be borne by the plan participants.

ARTICLE 35. INSURANCE

The Board shall provide the following fringe benefits:

A. Fringe Benefits

1. The Board agrees to be responsible for and pay all applicable premiums and/or cost for a Comprehensive Major Medical Plan of Benefits covering medically necessary care, when regularly coded, with an annual individual deductible of two hundred dollars ($200.00) and a family annual deductible of four hundred dollars ($400.00) in network and an individual deductible of two hundred dollars ($200.00) and a family annual deductible of four hundred dollars ($400) out of network. For medical expenses, network hospital and network physician services, the plan will provide for a co-payment of ten percent (10%) by the employee and ninety percent (90%) by the Board or its intermediary. For non-network hospital and physician services, the plan will provide for a co-payment of twenty percent (20%) by the employee and eighty (80%) by the Board or its intermediary. In addition to the amounts of the deductible, an employee will pay an annual maximum of $400 per individual and $800 per family in co-payments for in network and $900 per individual and $1,300 per family for out of network co-payments. After reaching the applicable maximum, the plan will pay 100% of eligible medical costs to a UCR limit.

2. A UCR limit shall be imposed on all billed medical services. The UCR limit shall be either the HIAA or MDR 85th percentile table, or a table substantially the same in its definition and limit of payment. The parties take notice that these tables are changed by their compilers from time to time.

3. The schedule of benefits to be provided by the Board, effective as soon as approved by the carrier following the ratification and approval of the contract, shall include:

MAJOR MEDICAL PLAN

Benefit Period	Calendar Year (January 1 – December 31)	
Dependent Age Limit	Age 26 for eligible dependents as defined in Appendix E, Removal at end of month	
Lifetime Maximum	Unlimited	
Benefit Period Deductible	$200 Single/$400 Family in network	$200 Single/$400 Family out of network
Benefit Period maximum Out-of-Pocket (excludes deductible)	$400 Single/$800 Family in network	$900 Single/$1,300 Family out of network

HOSPITAL SERVICES	NETWORK	NON-NETWORK
Semi-Private Room & Board	90% after deductible	80% after deductible
Medical/Surgical	90% after deductible	80% after deductible
Maternity Care	90% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	80% after deductible

PHYSICIAN/OFFICE SERVICES		
Office Visits (Illness/Injury)	$20 Co-pay per visit then 100%	$20 Co-pay per visit then 100%
Urgent Care Facility	$20 Co-pay per visit then 100%	$20 Co-pay per visit then 100%
Medical/Surgical	90% after deductible	80% after deductible
Immunizations	90% after deductible	80% after deductible
Allergy Testing & Treatment	90% after deductible	80% after deductible

PREVENTIVE SERVICES [1]	NETWORK	NON-NETWORK
Annual Routine Office Visit/Physician Exam	$0 Co-pay per visit then 100%	$20 Co-pay per visit then 100%
Well Child Care (to age 21 yrs	$0 Co-pay per visit then 100%	$20 Co-pay per visit then 100%
Annual Routine Mammogram (limited to one per benefit period)	100%	80% after deductible
Annual Routine Pap Test (limited to one per benefit period)	100%	80% after deductible
Routine Sigmoidoscopy	100%	80% after deductible
Routine Colonoscopy	100%	80% after deductible
All routine Lab, X-rays and Medical Tests (including but not limited to; PSA and Bone Density Tests)	100%	80% after deductible

[1] Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a "A" or "B" in the United States Preventive Services Task force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

OUTPATIENT SERVICES	NETWORK	NON-NETWORK
Medical/Surgical	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical/Occupational Therapy (limited to 40 visits per benefit period	90% after deductible	80% after deductible
Speech Therapy (limited to 10 visits per benefit period	90% after deductible	80% after deductible
Professional Services	90% after deductible	80% after deductible
Emergency Room Visit	90% after deductible	80% after deductible
Chiropractic Therapy (12 visits per year)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
ADDITIONAL SERVICES		
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Home Health Care	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing ($5,000 maximum per benefit period)	90% after deductible	80% after deductible
MENTAL HEALTH/SUBSTANCE ABUSE [2]		
Inpatient Mental Health/Substance Abuse	90% after deductible	80% after deductible
Outpatient Mental Health Facility	90% after deductible	80% after deductible
Physician/Doctor's office	$20 copay then 100%	$20 copay then 100%
Outpatient Substance Abuse Facility	90% after deductible	80% after deductible
Physician/Doctor's office	$20 copay then 100%	$20 copay then 100%

[2] Coverage will be provided pursuant to the Federal Mental Health Parity Act, as amended.

PRESCRIPTION DRUG PLAN	Copay	Day Supply
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)[3]	$0	30
Retail Program		
Immunizations [4]	$0	N/A
Generic Copayment	$7	30
Brand Copayment	$12	30
Home Delivery Program		
Generic Copayment	$10	90
Brand Copayment	$15	90

Covered:
Diabetic Supplies – includes over the counter items as well as Insulin, syringes, test tapes, lancets, Glucose monitors and meters and needles. If purchased with Insulin, one (1) co-pay. If over the counter items are purchased separately, a separate co-pay will apply to each.
Glucowatches are excluded.
Retin-A covered through age 25.
All contraceptives.
All smoking cessation (prescription and over the counter).
Injectables.

Excluded:
Growth Hormones.
Cosmetic Drugs – anti-wrinkle agents, hair removal & hair growth stimulants.
Infertility Drugs.

DENTAL PLAN

Benefit Period	Calendar Year
Dependent Age Limit	Age 26 for eligible dependents as defined in Appendix E, Removal at end of month
Benefit Period Maximum (per covered person)	$2,000
Benefit Period Deductible	$50 Single/$100 Family
Orthodontic Lifetime Maximum (per eligible dependents up to age 26)	$1,500

[3] Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.
[4] Coverage includes preventative medications in accordance with Federal Law.

PREVENTIVE SERVICES	
Oral Exams (two per benefit period)	100% UCR
Bite Wing X-Rays (two sets per benefit period)	100% UCR
Prophylaxis (two per benefit period)	100% UCR
Fluoride Treatment (one treatment per benefit period limited to dependents up to age 18)	80% UCR after deductible
Space Maintainers (limited to eligible dependents up to age 19)	80% UCR after deductible
Emergency Palliative Treatment (includes Emergency oral exam)	80% UCR after deductible

RESTORATIVE SERVICES	
Full Mouth X-Rays (one every 36 months)	80% UCR after deductible
Consultation and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays	80% UCR after deductible
Endodontic/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible

COMPLEX SERVICES	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays (one every five years)	80% UCR after deductible
Crowns (one every five years)	80% UCR after deductible
Bridgework, Pontics & Abutments (one every five years)	80% UCR after deductible
Partial and Complete Dentures (one every five years)	80% UCR after deductible

ORTHODONTIC SERVICES

Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

HEARING AID PLAN

Hearing Aid (one every two years, with a maximum $1,000 benefit every two years)	80% UCR

WELLNESS PLAN/EMPLOYEE ASSISTANCE PLAN

VISION PLAN

Benefit Period	Calendar Year
Dependent Age Limit	Age 26 for eligible dependents as defined in Appendix E, Removal at end of month
Visual Examinations (one per benefit period)	$60 per exam
Frames (one every two years; one per benefit period for dependents age 18 and under)	$90 per frame

PRESCRIPTION LENSES

Single Vision Lenses	$100 per pair
Bifocal Lenses	$125 per pair
Trifocal Lenses	$145 per pair
Lenticular Single Lenses	$150 per pair

CONTACTS (in lieu of lenses)

Medically necessary (one per benefit period)	$125 per pair
Cosmetic (one per benefit period)	$75 per pair

4. The Board will pay the premium cost for a Long Term Disability plan for employees with less than five (5) years of Ohio Retirement Service credit.

5. The Board will pay the administrative fees for a Flexible Spending Account plan for employees.

6. Employees, who are eligible for medical and prescription drug coverage through any Ohio Retirement System retiree benefits program, are not eligible for the Board-paid health insurance plan.

7. The Board has the right to select the vendors to provide the scheduled benefits to members of the Association and to change vendors at will. The Board will assure that the same schedule of benefits described above will be provided by any new vendor.

8. The Board will pay the full cost of premiums minus the required employee contribution as outlined below. The employee's monthly contribution rates are as follows:

Employees working 7 or more hours

$25 single	$40 employee + 1	$60 family

Employees working 6 hours to 6 hours, 59 minutes

$35 single	$50 employee + 1	$70 family

Employees working 5 hours to 5 hours, 59 minutes

$75 single	$105 employee + 1	$135 family

Employees working 4 hours to 4 hours, 59 minutes

$110 single	$150 employee + 1	$190 family

Employees working 2 hours to 3 hours, 59 minutes

50% single	50% employee + 1	50% family

Employees working 30 minutes to 1 hour, 59 minutes

75% single	75% employee + 1	75% family

The employees participating in the health insurance plan shall receive a premium credit for the lesser of their monthly insurance premium or $35 single, $50 employee + 1, or $70 family in the months of March 2014, May 2014, December 2014 and March 2015.

9. Covered employees whose hours of employment change from full time to part time, or vice versa, as outlined in A.8., above, shall have their fringe benefits paid effective as of the first day in the new position unless the reduction in hours is because of a reduction in force.

10. New employees may apply within the probationary period. Coverage will begin for new employees at the earliest date permitted by the carrier after the successful completion of the probationary period. The Board will pay the appropriate premium to the carrier.

11. An employee may change coverage status from single to family, or vice versa, with a change of status. An employee who is not enrolled may enroll for coverage during an open enrollment period, and the coverage will begin as soon as is permitted by the carrier. If family members are added to an employee's single coverage, the coverage may be subject to pre-existing condition exclusions.

12. a. In the event that a husband and wife are both employed by the Board, the employees may choose to take single, employee + 1, or family coverage. The employees who choose anything other than single coverage shall indicate which spouse's plan they are participating in. There shall be no duplication of coverage.

    b. Employees, except a spouse employed by the Board as is contemplated in paragraph 12.a. above, who have coverage available to them through their spouse's employer and provide proof of coverage will be entitled to receive a waiver stipend. Effective 1/1/2013 the waiver stipend will be payable as follows:

        i. Those employees, working four (4) or more hours per day who do not take full coverage of benefits shall be paid an amount equivalent to fifty per cent (50%) of the applicable cost for the premium for single coverage, subject to the following percentages:

Employees working seven (7) or more hours	100%
Employees working six (6) hours to six (6) hours, fifty-nine (59) minutes	87.5%
Employees working five (5) hours to five (5) hours, fifty-nine (59) minutes	75%
Employees working four (4) hours to four (4) hours, fifty-nine (59) minutes	62.5%

        ii. The wavier stipend will be paid on a quarterly basis at the end of each calendar quarter if the employee has not been covered by the Board health insurance. An employee may forfeit this stipend and return to the Board paid health insurance as is provided in A.11. of this article.

13. Term life insurance in the amount of forty thousand dollars ($40,000) shall be provided by the Board for all classified employees at no cost to the employee, subject to the requirements of the carrier. In addition, employees shall have the option to purchase an additional ten thousand dollars ($10,000) or twenty thousand dollars ($20,000) of term life insurance at their own cost, subject to requirements of the carrier.

14. Covered employees and their qualified beneficiaries shall be granted full rights established by COBRA for any qualifying event. The cost of the continued group health coverage shall be paid by the employee or qualified beneficiary.

15. In addition to the above coverage, the Board shall provide access to a "Minimum Value Plan" (MVP) that meets the requirements of the Patient Protection and Affordable Care Act (PPACA). The MVP Plan with its schedule of benefits, as identified in Appendix H of this agreement, shall be available to all bargaining unit members and the Board shall pay twenty-five percent (25%) of the applicable premium for any participant in this plan.

B. Payroll Deductions for Insurance

The Board agrees that any employee who is required to pay a portion of an insurance plan may do so through payroll deductions.

C. Liability Insurance

The Board agrees to provide adequate liability insurance coverage so that no bargaining unit employee shall be responsible for the payment of any judgment, costs, and/or expenses for any injury, death, or loss to persons or property allegedly caused by a negligent act or omission of the employee which occurred during the scope of his/her employment. The Board will not be responsible for any intentional acts of an employee or any act or omission of the employee which occurs outside the scope of the employee's employment.

D. Variable Hour Employees

The Board will pay the proportional costs of insurance premiums for noontime bus drivers, crossing guards, and any other employees with similar status by adding up the hours worked and dividing that amount by the number of days worked. The result will determine the proportional costs paid by the Board subject to the schedule in Section A.8.

E. Insurance Committee

Effective October 1 of each year, there shall be formed a joint labor-management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the association and four (4) members designated by the Board of Education. This committee shall have the power to procure Requests for Proposals (RFP) and Requests of Qualifications (RFQ). Additionally, this

committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is provided in a timely and efficient manner.

ARTICLE 36. SALARY

A. Salary Schedules

0% increase - Effective July 1, 2014

B. Step Increases

After completion of the probationary period, each employee will receive a step increase on July 1 each year.

C. Salary Notice and Time Cards

All employees will be paid per time card. Time cards will be turned in each pay period. Employees will be paid for actual time worked.

1. Employees shall be issued a salary notice in the first pay of September annually indicating annual salary or hourly rate, minimum of hours worked per day, the number of scheduled days and salary schedule step. Updated salary notices shall be provided whenever an employee changes salary, hourly rate, hours work, and/or the number of scheduled days.

2. All bargaining unit members, except eligible employees, will be paid upon the basis of actual hours worked. Eligible employees shall be defined in this article. Time cards shall be submitted in duplicate, on a biweekly basis to the appropriate supervisor on Wednesday. In the event of early pay or a holiday week time cards will be due to the appropriate supervisor on Tuesday. The time card shall record regular hours worked; overtime hours and/or compensatory time worked/earned; and any other hours worked. Reason for absences (sick, comp time, vacation, etc.) must be identified on the appropriate day on the time card. The employee shall retain one (1) copy of the time card.

3. If the employee is absent on the day the time card is due, the employee will be permitted until the following Monday to submit his/her time card to the supervisor, except when an employee is out on sick leave.

4. In the event an error is discovered in the employee's time card or pay, the employee, supervisor, and Board Treasurer or designee will meet to attempt to resolve the error. Both parties shall initial any changes to the time card. Any adjustment in the employee's pay will be made as soon as possible after the resolution of the error.

5. Within sixty (60) days of the ratification of this contract a committee will be formed of no more than eight (8) members, four (4) per side, to discuss the implementation of an electronic time card system. This committee will be empowered to select the system to be used and enter into a tentative agreement relating to the effects of the system. The electronic time card system shall not be implemented until such time as both parties ratify said procedures.

D. Departmental Pay

The Board agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher rate of pay, such employee shall receive the higher rate of pay normally paid the higher paid position.

E. Pay Regulations

1. When payday falls on a holiday, the preceding day shall be payday and checks will be direct deposited on the last business day prior to the legal holiday.

2. Each pay stub shall reflect an accurate accounting of vacation, sick leave, or personal days for a position.

3. Deductions for annuities will be made twice monthly.

4. All bargaining unit members shall receive their paychecks via direct deposit. Employees may designate up to three (3) different accounts for disbursement of funds. An employee may make changes to the account(s) for deposit up to the Friday prior to each payday.

F. Payroll Deductions

The Board shall provide the following payroll deduction options to all employees:

1. Health Benefits
2. Optional Life Insurance
3. Association Dues/Fair Share Fees
4. IRC Section 403(b) Annuities
5. Credit Union
6. United Way
7. Cancer Insurance
8. Child Support
9. Miscellaneous (CDC, FCPE, etc.)
10. IRC Section 457 Plan deferrals

Tax deferred deductions for Section 403(b) Annuities and Section 457 Plans will be subject to the following:

a. The Board shall provide access to the Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the IRC Section 403(b) Plan of the

School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will among other things, obligate the provider to comply in operation with the requirements of Section 403(b) and indemnify the Board for non-compliance with applicable law and, (ii) having at least five (5) employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School district shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

b. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.

G. Proration of Pay

1. All employees who do not work twelve (12) months shall have the option to prorate their pay over twenty-six (26) pays. The option to prorate or cancel proration of pay must be exercised on Orientation Day or the first day worked in a new classification, whichever occurs later. The employee will use a Board approved form to exercise or cancel the option. An employee who has his or her pay prorated will continue to do so for the twenty-six (26) pays cycle.

2. In the event that prorating must be for twenty-seven (27) pays due to starting/ending dates and the calendar, employees will be notified six (6) months in advance of the salary year of the need for the proration to be based upon twenty-seven (27) pay cycle.

H. Longevity Pay

The hourly rate for any employee who has completed ten (10) years of service with the District will be increased by thirty-five (35¢) cents per hour effective July 1 of the year following completion of the tenth (10th) year. The hourly rate for any employee who has completed fifteen (15) years of service as of July 1 will receive an additional ten (10¢) cents per hour for a total longevity pay of forty-five (45¢) cents per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed twenty (20) years of service as of July 1 will receive an additional ten (10¢) cents per hour for a total longevity pay of fifty-five (55¢) cents per hour in addition to the employee's regular rate. The hourly rate for any employee who has completed twenty-five (25) years of service as of July 1 will receive an additional ten (10¢) cents per hour for a total longevity pay of sixty-five (65¢) cents per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed thirty (30) years of service as of July 1 will receive an additional ten (10¢)) cents per hour for a total longevity pay of seventy-five (75¢) cents per hour in addition to the employee's regular hourly rate.

I. Signing Bonus

Each bargaining unit member shall receive a signing bonus based upon the combined number of contracted hours for all positions held as of the effective date of the bonus. The bonus shall not be reported as compensation under SERS or other retirement systems but shall be subject to all other applicable payroll taxes.

Effective January 1, 2014, payable on January 17, 2014

- Employees with six (6) or more hours $500
- Employees with four (4) hours to five Hours, fifty-nine minutes (5:59) $300
- Employees with less than four (4) hours $100

Effective January 1, 2015, payable on January 16, 2015

- Employees with six (6) or more hours $500
- Employees with four (4) hours to five hours, fifty-nine minutes (5:59) $300
- Employees with less than four (4) hours $100

ARTICLE 37. CONTRARY TO LAW

The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this Contract be held to be in violation of the Federal or state law then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect. Any provision found to be contrary to law shall be renegotiated by the parties.

ARTICLE 38. NO STRIKE CLAUSE

Neither the Union, its Agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement except that this language will not limit or restrict the Association's right to strike in the event the parties do not reach an agreement pursuant to Article 41. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with Chapter 4117 O.R.C. Further, bargaining unit members found to be in violation of the above may be subject to immediate disciplinary action by the Board, including termination as authorized by Chapter 4117 O.R.C.

ARTICLE 39. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of the Agreement shall be

made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

ARTICLE 40. DISTRIBUTION

Within thirty (30) days after this contract is signed, three hundred (300) copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the Association shall distribute one copy to each employee.

ARTICLE 41. DURATION

The terms and conditions of this Agreement shall be effective as of July 1, 2014 and shall expire at midnight June 30, 2015.

ARTICLE 42. SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof this 4th day of March, 2014, at Ashtabula, Ohio.

ASHTABULA ASSOCIATION OF CLASSIFIED SCHOOL EMPLOYEES OEA/NEA

Theresa L Wilson
President

Negotiations Chairperson

Sheryl Cerni
Negotiations Team

Wendy Stevens
Negotiations Team

Denise Schlueck
Negotiations Team

Mary V. Boyd
Negotiations Team

Douglas A Wright Jr
Negotiations Team

OEA Labor Relations Consultant

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

Steve J Candela
President

Treasurer

Patrick E Colucci Ed
Superintendent

Director of Operations

Lori A. Riley
Negotiations Team

Legal Counsel

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ASHTABULA ASSOCIATION OF CLASSIFIED SCHOOL EMPLOYEES OEA/NEA

President

Negotiations Chairperson

Negotiations Team

Negotiations Team

Negotiations Team

Negotiations Team

Negotiations Team

OEA Labor Relations Consultant

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

President

Treasurer

Superintendent

Director of Operations

Negotiations Team

Legal Counsel

MEMORANDUM OF UNDERSTANDING

The following agreement is entered into this 25th day of September, 1991, between the Ashtabula Area City Schools Board of Education and the Ashtabula Association of Classified Employees regarding the Boards right to purchase services from third parties. Unless modified by mutual agreement of the parties the Board can continue to contract in the following areas:

1. The following items are normally installed/replaced by outside contractors as part of a bid price for permanent improvement projects.

    a. Carpeting, tile, and flooring;
    b. Painting, plastering, and dry walling;
    c. Ceiling tile and fixtures;
    d. Window replacement;
    e. Plumbing and electrical work;
    f. Door installation;
    g. Installation of new drapes and blinds;
    h. Roof repairs;
    i. Heating/air conditioning/ventilation.

2. The following repairs require special expertise and/or technical training and therefore are also contracted out.

    a. Masonry work;
    b. Ventilation/heating/air circulation; refrigeration;
    c. Repair of electric motors;
    d. Utility work/gas/water/electric/cable TV/telephones;
    e. Asbestos work;
    f. Air quality testing companies;
    g. Paving and sealing;
    h. Architectural services;
    i. Acoustical work;
    j. Sewer work;
    k. Excavating, trenching, and/or backhoe work;
    l. Sound systems;
    m. Computer repair and installation;
    n. Appliance and equipment repair (i.e., warranty work);
    o. Security system installation and repair;
    p. Time and alarm controls;
    q. Extraordinary boiler and furnace repairs;
    r. Extraordinary truck and bus repairs;
    s. Major bleacher installation, replacement, and repair;
    t. Fencing.

3. The Board may also contract with third parties for the following types of work when the services are to be paid out of a permanent improvement project and is necessary because of time constraints and/or an emergency which affects the safety and health of students, staff, and members of the community.

    a. Painting, plastering; and dry walling;
    b. Electrical and plumbing;
    c. Miscellaneous remodeling work.

APPENDIX A

Step	1/1/2014 Para Educator	1/1/2014 Para Professional
00	9.52	10.95
01	10.13	11.40
02	10.72	11.85
03	11.33	12.30
04	11.69	12.75
05	11.79	13.20
06	12.19	13.65
07	12.43	14.15
08	12.43	14.15
09	12.43	14.15
10	12.78	14.50
11	12.78	14.50
12	12.78	14.50
13	12.78	14.50
14	12.78	14.50
15	12.88	14.60
16	12.88	14.60
17	12.88	14.60
18	12.88	14.60
19	12.88	14.60
20	12.98	14.70
21	12.98	14.70
22	12.98	14.70
23	12.98	14.70
24	12.98	14.70
25	13.08	14.80
26	13.08	14.80
27	13.08	14.80
28	13.08	14.80
29	13.08	14.80
30	13.18	14.90
31	13.18	14.90
32	13.18	14.90
33	13.18	14.90
34	13.18	14.90
35	13.18	14.90
36	13.18	14.90
37	13.18	14.90
38	13.18	14.90

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Library Aide
00	13.11
01	13.74
02	14.33
03	14.94
04	15.20
05	15.50
06	16.02
07	16.43
08	16.43
09	16.43
10	16.78
11	16.78
12	16.78
13	16.78
14	16.78
15	16.88
16	16.88
17	16.88
18	16.88
19	16.88
20	16.98
21	16.98
22	16.98
23	16.98
24	16.98
25	17.08
26	17.08
27	17.08
28	17.08
29	17.08
30	17.18
31	17.18
32	17.18
33	17.18
34	17.18
35	17.18
36	17.18
37	17.17
38	17.18

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Food Service I*	1/1/2014 Food Service II*	1/1/2014 Food Service III*
00	10.84	9.89	9.62
01	11.42	10.50	10.22
02	12.03	11.12	10.82
03	12.65	11.70	11.41
04	12.78	11.93	11.48
05	13.00	12.06	11.65
06	13.19	12.26	11.83
07	13.40	12.44	11.99
08	13.40	12.44	11.99
09	13.40	12.44	11.99
10	13.75	12.79	12.34
11	13.75	12.79	12.34
12	13.75	12.79	12.34
13	13.75	12.79	12.34
14	13.75	12.79	12.34
15	13.85	12.89	12.44
16	13.85	12.89	12.44
17	13.85	12.89	12.44
18	13.85	12.89	12.44
19	13.85	12.89	12.44
20	13.95	12.99	12.54
21	13.95	12.99	12.54
22	13.95	12.99	12.54
23	13.95	12.99	12.54
24	13.95	12.99	12.54
25	14.05	13.09	12.64
26	14.05	13.09	12.64
27	14.05	13.09	12.64
28	14.05	13.09	12.64
29	14.05	13.09	12.64
30	14.15	13.19	12.74
31	14.15	13.19	12.74
32	14.15	13.19	12.74
33	14.15	13.19	12.74
34	14.15	13.19	12.74
35	14.15	13.19	12.74
36	14.15	13.19	12.74
37	14.15	13.19	12.74
38	14.15	13.19	12.74

*Includes .30/hour clothing allowance

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Administrative Assistant
00	13.54
01	14.13
02	14.73
03	15.34
04	15.46
05	15.69
06	15.85
07	16.22
08	16.22
09	16.22
10	16.57
11	16.57
12	16.57
13	16.57
14	16.57
15	16.67
16	16.67
17	16.67
18	16.67
19	16.67
20	16.77
21	16.77
22	16.77
23	16.77
24	16.77
25	16.87
26	16.87
27	16.87
28	16.87
29	16.87
30	16.97
31	16.97
32	16.97
33	16.97
34	16.97
35	16.97
36	16.97
37	16.97
38	16.97

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Maintenance	1/1/2014 Skilled Maintenance
00	13.36	14.50
01	13.97	15.10
02	14.57	15.70
03	15.18	16.31
04	15.47	16.61
05	15.70	16.83
06	16.28	17.42
07	16.72	17.86
08	16.72	17.86
09	16.72	17.86
10	17.07	18.21
11	17.07	18.21
12	17.07	18.21
13	17.07	18.21
14	17.07	18.21
15	17.17	18.31
16	17.17	18.31
17	17.17	18.31
18	17.17	18.31
19	17.17	18.31
20	17.27	18.41
21	17.27	18.41
22	17.27	18.41
23	17.27	18.41
24	17.27	18.41
25	17.37	18.51
26	17.37	18.51
27	17.37	18.51
28	17.37	18.51
29	17.37	18.51
30	17.47	18.61
31	17.47	18.61
32	17.47	18.61
33	17.47	18.61
34	17.47	18.61
35	17.47	18.61
36	17.47	18.61
37	17.47	18.61
38	17.47	18.61

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Custodial 1st Shift	1/1/2014 Custodial 2nd Shift*
00	13.11	13.36
01	13.74	13.99
02	14.33	14.58
03	14.94	15.19
04	15.20	15.45
05	15.50	15.75
06	16.02	16.27
07	16.43	16.68
08	16.43	16.68
09	16.43	16.68
10	16.78	17.03
11	16.78	17.03
12	16.78	17.03
13	16.78	17.03
14	16.78	17.03
15	16.88	17.13
16	16.88	17.13
17	16.88	17.13
18	16.88	17.13
19	16.88	17.13
20	16.98	17.23
21	16.98	17.23
22	16.98	17.23
23	16.98	17.23
24	16.98	17.23
25	17.08	17.33
26	17.08	17.33
27	17.08	17.33
28	17.08	17.33
29	17.08	17.33
30	17.18	17.43
31	17.18	17.43
32	17.18	17.43
33	17.18	17.43
34	17.18	17.43
35	17.18	17.43
36	17.18	17.43
37	17.18	17.43
38	17.18	17.43

*Includes .25/hour shift differential

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Bus Aide	1/1/2014 Mechanic	1/1/2014 Bus Driver
00	9.85	12.66	12.68
01	10.44	13.25	13.26
02	11.04	13.86	13.87
03	11.64	14.45	14.46
04	12.32	15.36	15.36
05	12.90	16.36	15.90
06	13.36	17.47	16.95
07	13.71	18.48	17.88
08	13.71	18.48	17.88
09	13.71	18.48	17.88
10	14.06	18.83	18.23
11	14.06	18.83	18.23
12	14.06	18.83	18.23
13	14.06	18.83	18.23
14	14.06	18.83	18.23
15	14.16	18.93	18.33
16	14.16	18.93	18.33
17	14.16	18.93	18.33
18	14.16	18.93	18.33
19	14.16	18.93	18.33
20	14.26	19.03	18.43
21	14.26	19.03	18.43
22	14.26	19.03	18.43
23	14.26	19.03	18.43
24	14.26	19.03	18.43
25	14.36	19.13	18.53
26	14.36	19.13	18.53
27	14.36	19.13	18.53
28	14.36	19.13	18.53
29	14.36	19.13	18.53
30	14.46	19.23	18.63
31	14.46	19.23	18.63
32	14.46	19.23	18.63
33	14.46	19.23	18.63
34	14.46	19.23	18.63
35	14.46	19.23	18.63
36	14.46	19.23	18.63
37	14.46	19.23	18.63
38	14.46	19.23	18.63

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Crossing Guard
00	9.85
01	10.44
02	11.04
03	11.64
04	12.32
05	12.90
06	13.36
07	13.71
08	13.71
09	13.71
10	14.06
11	14.06
12	14.06
13	14.06
14	14.06
15	14.16
16	14.16
17	14.16
18	14.16
19	14.16
20	14.26
21	14.26
22	14.26
23	14.26
24	14.26
25	14.36
26	14.36
27	14.36
28	14.36
29	14.36
30	14.46
31	14.46
32	14.46
33	14.46
34	14.46
35	14.46
36	14.46
37	14.46
38	14.46

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX A

Step	1/1/2014 Delivery Service Driver
00	13.36
01	13.97
02	14.57
03	15.17
04	15.47
05	15.7
06	16.27
07	16.72
08	16.72
09	16.72
10	17.07
11	17.07
12	17.07
13	17.07
14	17.07
15	17.17
16	17.17
17	17.17
18	17.17
19	17.17
20	17.27
21	17.27
22	17.27
23	17.27
24	17.27
25	17.37
26	17.37
27	17.37
28	17.37
29	17.37
30	17.47
31	17.47
32	17.47
33	17.47
34	17.47
35	17.47
36	17.47
37	17.47
38	17.47

This salary schedule includes all longevity as referenced in Article 36 (H).

APPENDIX B

ASHTABULA AREA CITY SCHOOLS
CLASSIFIED EMPLOYEE
APPLICATION/BID FORM

APPLICANT'S NAME _____ EMPLOYEE NO. _____

PRESENT DEPARTMENT _____

PRESENT ASSIGNMENT _____

POSITION BIDDING ON AND NUMBER _____

EDUCATIONAL OR VOCATIONAL INFORMATION _____

_____

JOB RELATED KNOWLEDGE, SKILLS AND ABILITIES (Previous experience including summer work)

_____

_____

_____

_____

RELATED EQUIPMENT SKILLS (Previous experience) _____

_____

_____

_____

I HAVE READ AND UNDERSTAND THE CURRENT JOB DESCRIPTION FOR THIS POSITION.

_____ _____

SIGNATURE DATE

(EACH POSITION BID ON REQUIRES A SEPARATE JOB BID FORM)

IF MORE SPACE IS NEEDED FOR ANY OF THE ABOVE, USE THE BACK OF THIS FORM.

BIS/June 97

APPENDIX C
CLASSIFIED EMPLOYEES

DISCUSSION FORM **(Level One)**

Name of Employee _____ Date of Discussion Meeting _____

Department _____

Employee's Concern: _____

_____

_____

_____

All parties must sign below to acknowledge that discussion transpired.

_____ _____

Signature of Level One Supervisor Date *Signature of Employee Date*

_____ _____

Signature of Association Representative Date *Signature of Grievance Chair Date*

Response: _____

(Response due within 5 days)

_____

_____

_____

_____

_____

_____

(A copy of this form must be given to the Director of Operations.)

ASHTABULA AREA CITY SCHOOLS
CLASSIFIED EMPLOYEES
GRIEVANCE FORM

GRIEVANCE #_____

(Not to be completed until Level Two of procedure.) Grievance must be stated in clear and concise terms, specifying the alleged violation. *See Article 31.* Staple any attachments to this sheet.

Section of Contract Agreement allegedly violated _____
(Article) (Section) (Page(s))

Statement of Grievance: _____

_____

_____

_____

Relief Sought: _____

_____

_____

_____

_____ _____
Signature of Grievance Chair Date Signature of Grievant Date

DISPOSITION BY ADMINISTRATOR AND REASONS THEREFOR

DATE OF LEVEL TWO MEETING _____

Disposition: _____

Reason: _____

_____

_____ _____
Signature of Level Two Administrator *Date* *Signature of Grievance Chair* *Date*

DATE OF LEVEL THREE MEETING _____

Disposition: _____

Reason: _____

_____

_____

_____ _____
Signature of Level Three Administrator *Date* *Signature of Grievance Chair* *Date*

APPENDIX D
CONFIDENTIALITY OF STUDENT HEALTH INFORMATION

I _____ (name) affirm that any and all student medical or health information obtained or used in the course of my employment with Ashtabula Area City Schools (AACS) will be utilized solely in my assigned duties with AACS. I will not divulge this information to any person(s) not authorized to receive said information.

_____ _____
Employee Signature Date

_____ _____
Witness Date

1 copy to employee
1 copy to personnel file
1 copy to Superintendent

APPENDIX E

DEFINITION OF ELIGIBLE DEPENDENTS

The Dependent Age Limit for determining eligible child dependents of bargaining unit members in the current Schedule of Benefits is age twenty six (26) for all Coverages. To be considered eligible for the Coverages, the bargaining unit member's dependent must meet the criteria set forth below

To be an "eligible dependent", the dependent must be either:

- The Card Holder's spouse; or

- The Card Holder or spouse's children, stepchildren, children placed for adoption, legally adopted children, children for whom either the Card Holder or Card Holder's spouse is the Legal Guardian or Custodian or any children who, by court order, must be provided health care coverage by the Card Holder or the Card Holder's spouse. To be considered Eligible Dependents, children's ages must fall within the age limit specified in the Schedule of Benefits and be a resident of the United States.

Eligibility will continue past the age limit for Eligible Child Dependents who are unmarried and primarily dependent upon the Card Holder for support due to a physical handicap or mental retardation which renders them unable to work. This incapacity must have started before the age limit was reached and must be medically certified by a Physician. The Card Holder must notify the Plan Sponsor of the Eligible Dependent's desire to continue coverage within thirty-one (31) days of reaching the limiting age. After a two year period following the date the Eligible Dependent meets the age limit, the Plan may annually require further proof that the dependence and incapacity continue.

Eligibility for the Coverages for eligible child dependents will terminate at the end of the calendar month of the eligible dependent's twenty-sixth (26th) birthday, unless the dependent meets all of the requirements of the preceding paragraph.

APPENDIX F

ASSIGNMENT OF FIELD TRIPS

Following discussions between the Ashtabula Association of Classified School Employees (AACSE) and the Ashtabula Area City Schools Board of Education (AACS), the following represents the procedure by which the AACS will assign field trips. Furthermore, it sets out the guidelines to be utilized in which AACS may outsource field trips.

1. All submitted field trips will be assigned on the fifteenth (15th) day of the month prior to the scheduled trip. Management will determine at the time of awarding the trips whether subcontracting is required, consistent with the following guidelines.

2. The Union has no objection to management outsourcing field trips on a case-by-case basis as long as no driver or CDL licensed bus aide could have taken the trip.

3. Management will make every effort to require field trip submissions occur at least ten (10) working days prior to the scheduled trip.

4. Each assignment will be consistent with applicable sections of the Collective Bargaining Agreement.

5. In the event a daytime roster trip driver returns in time to perform the second half of their respective trip (i.e., elementary run) there shall not be a reason to subcontract a late departing daytime roster field trip.

6. There shall be no "doubling up" or other manipulation of the drivers or their routes in order to make a driver available for a field trip.

7. Any driver that has an altered route (i.e., less than four (4) hours, four (4) day week) will be considered as an available driver for the purposes of determining whether or not to subcontract a trip.

8. In the event there is a late or emergency field trip, all of the above applications will be used in the assignment.

9. The Superintendent will issue a memo to all certified and management staff indicating:

    a. There are no time restrictions on field trips.
    b. "Indoor" field trips can occur in months that are less demanding on the transportation department (i.e., January, February).
    c. Field trip requests must be submitted at least ten (10) days prior to the scheduled event, except in the case of emergencies.
    d. Scheduled departure and return times must be adhered to, notwithstanding extraordinary circumstances.
    e. Utilize early starts whenever possible.

APPENDIX G-1

ASHTABULA AREA CITY SCHOOLS
SICK LEAVE BANK ENROLLMENT

NAME: _____ EMPLOYEE NUMBER: _____

SCHOOL TO WHICH ASSIGNED: _____

_____ I *elect* to participate in the AACSE Sick Leave Bank during the _____ school year. I authorize the AACS to transfer the equivalent number of hours equal to two (2) days to the sick leave bank from my accumulated sick leave.

_____ I *do not elect* to participate in the AACSE Sick Leave Bank during the _____ school year. I acknowledge that if I desire to join the Sick Leave Bank after September 20, _____ I may elect to join from August 20 to September 20 of any subsequent school year but will not be eligible for benefits from the bank until I have contributed.

Employee Signature _____ Date _____

RETURN THIS FORM TO THE OFFICE OF THE AACS SUPERINTENDENT

APPENDIX G-2
AACSE SICK LEAVE BANK REQUEST FORM

Date _____

SECTION A – TO BE COMPLETED BY THE EMPLOYEE

Name:_____ Employee Number:_____

Building assignment:_____ Position:_____

Home Address:_____

Telephone: Home/Cell_____ Work_____

Home email:_____

Accumulated to date:	**Treasurer's Office Only**
Sick Leave hours:	
Personal days:	

- Number of hours requested: _____
- Date to start usage: _____
- Date to return to work: _____

Describe the nature of your illness:

_____
_____
_____
_____
_____
_____

Physician's Name: _____
Address: _____
Phone Number: _____

Employee Signature _____

RETURN THIS FORM TO THE OFFICE OF THE AACS SUPERINTENDENT

Submission of this form does not indicate automatic approval

APPENDIX G-3
AACSE SICK LEAVE BANK COMMITTEE FORM

SECTION B – TO BE COMPLETED BY THE SICK LEAVE BANK COMMITTEE

Employee's Name _____

Date Request Received _____

Physician's Statement attached

_____ YES

_____ NO

Member's Accumulated Leave (personal and sick) Ends/Ended

First Day of Work Missed for This Illness

_____ Request Granted

_____ Number of Hours Granted From the Sick Leave Bank

_____ Request Denied

_____

Signature or AACSE Sick Leave Bank Committee Member

APPENDIX G-4
AACSE PHYSICIAN'S FORM FOR VERIFYING ILLNESS TO THE SICK LEAVE BANK COMMITTEE

Name:_____ Employee Number:_____

Building assignment: _____ Position:_____

Home Address:_____

Telephone: Home/Cell:_____ Work:_____

Home email:_____

Physicians report of illness:

_____

_____

_____

_____

_____

_____

_____

_____ Illness/Leave begins

_____ Estimated Date Illness/Leave Ends

Physician's Name: _____
Address: _____
Phone Number: _____

I certify that the employee named above is under my care and will be unable to perform normal duties during this period. Adjustments in these dates may be necessary at a later date.

_____
Physician's Signature (no stamp) and Date

RETURN THIS FORM WITH THE SICK LEAVE BANK REQUEST FORM TO THE OFFICE OF THE AACS SUPERINTENDENT

APPENDIX H

Ohio School Benefits Cooperative Optional Plan Minimum Value Plan Available January 1, 2014 or after Non Grandfathered	
Medical Benefits	
Deductible	Network $4,000/$8,000 Non Network $8,000/$16,000
Coinsurance	Network 70% Non Network 50%
Coinsurance Maximum	Network $2,350/$4,700 Non Network $2,000/$4,000
Network Out-of-Pocket Maximum (Includes Deductible, Coinsurance and Medical Copayments) (Drug Copayments are not included)	$6,350/$12,700
Office Visit	Network $50 copay Non Network Deductible & Coinsurance
Specialist Office Visit	Network $100 copay Non Network Deductible & Coinsurance
Urgent Care	Network $100 copay Non Network Deductible & Coinsurance
ER Copay- Emergency	$300 copay
ER Copay- Non-Emergency	Network $300 copay Non Network Deductible & Coinsurance
Immunizations/PSA/PAP	Network 100% Non Network Deductible & Coinsurance
Routine Physical	Network 100% Non Network Deductible & Coinsurance
Prescription Drug Benefits	
Retail Drug Card (31 day supply)	Generic $10 Formulary $50 Non Formulary Brand $100 Specialty $200
Mail Order (90 day supply)	Generic $20 Formulary $100 Non Formulary Brand $200 Specialty $400
Coverage Management	Prior Approval rules require a coverage review with the member's provider before the prescription will be covered by the plan to ensure appropriateness, medical necessity and safety. Step Therapy/Preferred Drug Step Therapy (PDST) rules promote the use of lower-cost generic drugs and preferred brand-name alternatives in place of more costly medications. Some medications may

	be covered if the member's demographic or drug-history profile meets certain qualifications.
Mandatory Mail Order	If a maintenance drug is available through mail order, retail coverage is limited to 3 fills within 180 days. If a member chooses to fill it a 4th time at retail it will not be covered.
Generic Incentive	If a member or physician requests brand when generic is manufactured, the generic copay plus the difference in brand and generic costs applies. If generic is not manufactured, only the copay applies

Final Board Approved 11.05.13

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