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STATE EMPLOYMENT
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AGREEMENT

BETWEEN

THE SWANTON BOARD OF EDUCATION

AND

**SCHOOL SUPPORT STAFF ASSOCIATION
AT SWANTON LOCAL SCHOOLS
(NWOEA/OEA/NEA)**

September 1, 2012 through August 31, 2014

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AGREEMENT

THIS AGREEMENT is entered into between the SWANTON BOARD OF EDUCATION (hereinafter "BOARD" and the SCHOOL SUPPORT STAFF ASSOCIATION AT SWANTON LOCAL SCHOOLS (NWOEA/OEA/NEA) (hereinafter "Association") effective September 1, 2012 through August 31, 2014.

ARTICLE I RECOGNITION

A. Bargaining Unit

The Board recognizes the School Support Staff Association (NWOEA/OEA/NEA) as the sole and exclusive bargaining agent during the term of this Agreement for all full-time employees in the following job descriptions: Secretaries, Teacher Aides. A full-time employee is one who works five (5) or more hours per day and totals a minimum of twenty-five (25) hours per week.

B. Exclusions

Excluded from the bargaining unit are all management level employees, superintendent's secretary, treasurer's secretary/payroll clerk, data analysis professional, professional employees represented by the Swanton Education Association, bus drivers, and other employees represented by OAPSE, all other staff employees, part-time employees, and all casual substitutes.

ARTICLE II DUES AND FAIR SHARE FEES

- A. It is agreed that as a condition of employment all employees covered by the terms of this agreement who have been in the employee of the Board in a bargaining unit position for a period of ninety (90) calendar days shall become members of the Association or pay such fees which are necessary to support the Association's representational activities, such as collective bargaining and administration of this Agreement. This section does not require any employee to pay any fees or dues that are related to political action or other non-representational activities of the Association and does not require any employee to join or become a member of the Association. Under this agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

B. Association Dues

The Board shall deduct pro-rata Association dues from each member beginning with the first pay period in October. Written authorization from each employee for such deduction shall be provided to the School District Treasurer by September 15 each year. Dues deduction shall include local, district, state, and national dues. The School District Treasurer shall forward the district, state, and national dues payment after every pay period beginning with the first pay period in October. The local dues payment shall be forwarded to the Local Association Treasurer at the same time that the national, state, and district dues payment is made.

C. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

Upon timely notice thereof by the Association, the Board shall deduct from the pay of members of the bargaining unit who, upon completion of their probationary period, elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. The fair share fee shall not exceed dues paid by members of the Association who are in the same bargaining unit. The deduction of the fair share fee by the Board from the payroll check of the employee shall require the written authorization of the employee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the annual fair share fee and the names of the fair share payers shall be transmitted by the Association to the Treasurer of the Board on or before September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted. Payment to the Association of the fair share fee shall be made by the Board's Treasurer within ten (10) working days of deduction.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Feepayers

Payroll deduction of such annual fair share fees shall be prorata and commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the

school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i. Ten days following completion of probationary employment in a bargaining unit position; or
 - ii. January 15th.
- b. Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership but remains a member of the bargaining unit, commence the prorated deduction 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 fair share fee less the dues amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice is, and any future changes shall be, in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. Payments by employees holding religious conscientious objections shall be governed by Ohio Revised Code Section 4117.09(C).

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification

The Association agrees to indemnify and to save harmless the Board and its employees and agents from all costs, expenses, damages, and reasonable attorneys' fees incurred directly or indirectly arising out of or in any way connected with payroll deductions for dues or fair share fees pursuant to the provisions of this Article, provided that:

- a. The Board shall give the Association a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- b. The Association reserves the right to designate counsel to represent and defend the Board. However, this provision shall not prevent the Board from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Board shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Board as will create or foster a conflict of interests. If determined by the court of record or a court of competent jurisdiction that a conflict or potential conflict of interest exists, the Board may select its own counsel and fees and expenses of interest of said counsel will be paid by the Association;
- c. The Board shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
- d. The Board shall permit the Association and/or its affiliates to intervene as a party;
- e. The Board shall not oppose application by the Association and/or its affiliates to intervene as *amicus curiae*; and
- f. The Board acts in good faith to comply with the dues and fair share fee provisions of this Agreement.

This Paragraph 7 (Indemnification) of this Article survives this agreement.

ARTICLE III ASSOCIATION RIGHTS

The Board shall provide the President of the Association, upon request, with a copy of the Board policies, rules, and regulations and amendments thereto as they are available. A copy of Board Policies will be available in each building.

The agenda of any regular Board meeting, including exhibits and financial reports, will be available to the Association at the same time it is available to members of the Board. The President of the Association, or member of the bargaining unit designated by the President, may address the Board at any regular meeting by requesting to be placed on the agenda between 10:00 a.m. and 4:00 p.m. on the Thursday preceding the meeting and providing, at that time, a written list of items to be addressed.

The school's facilities, equipment and services will be available to the Association to transact Association business at reasonable times in a manner that does not interfere with Board business.

Within thirty (30) calendar days following ratification, the Board will provide each bargaining unit employee with a copy of this Agreement at Board expense; new bargaining unit employees, at the time of employment, will be provided with a copy of this Agreement at Board expense.

The Association President, or designee, will be granted a total of four (4) days with pay each school year for NWOEA, OEA, and NEA meetings and/or conferences. If the Board determines a substitute is necessary, the cost will be paid by the Board. The Association President, or designee, will notify their immediate supervisors two (2) weeks in advance of said leave.

ARTICLE IV MANAGEMENT RIGHTS

- A. Except as explicitly limited by a specific provision of this Agreement, the Board reserves the exclusive right to manage the schools and direct the work force in accordance with its judgment and the laws of the State of Ohio, specifically ORC 4117.08 (C) including, but not limited to, the following rights:
- to determine the number of days and hours to be worked;
 - to control and regulate the use of equipment and other property of the Board;
 - to determine the size, number, location, and operation of schools and departments thereof;
 - to determine the schedules of work, performance standards, and the size and composition of the work force;
 - to establish and eliminate positions;

- to determine whether to fill or not to fill positions;
 - to determine, by evaluation, the qualifications, skill level, efficiency and ability of employees; to assign and reassign the work to be performed by employees, classifications of employees, or contractors as the Board may deem necessary or expedient including assignment to non-public schools;
 - to introduce new or improved services and methods, materials, and equipment; and otherwise generally manage the schools and direct the work force.
- B. The Board's not exercising any function hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way provided it does not violate the express provisions of this Agreement. In exercising any Management Right, the Board will not act in an arbitrary, capricious, unreasonable or discriminatory manner.

ARTICLE V INDIVIDUAL RIGHTS

Nondiscrimination

Neither the Board nor the Association will discriminate against any employee in the administration of this Collective Bargaining Agreement because of the employee's race, color, creed, sex, age, religion, national origin, disability, marital status, sexual orientation, membership or non-membership in the Association. Likewise, no action or retaliation shall be taken against any employee for reasonably availing themselves of the provisions of this Agreement.

ARTICLE VI NEGOTIATIONS

The scope of negotiations shall be wages, hours, fringe benefits, terms and conditions of employment and existing provisions of this Agreement and will be governed by the provisions of Chapter 4117 of the Ohio Revised Code except as provided herein. If mandatory provisions of legislation or amendments thereto or new judicial interpretations affect wages, fringe benefits, terms and conditions of employment or existing provisions of this Agreement, requiring modification or deletion of a term of this Agreement, representatives of the Association and the Board will meet to negotiate in good faith the effects of said provisions.

The procedure set forth herein is the sole and exclusive mutually agreed dispute resolution procedure between the parties and supersedes the statutory dispute resolution procedure found in the provision of Chapter 4117 of the Ohio Revised Code.

Either party may give notice to the other to commence negotiations no later than sixty (60) calendar days prior to expiration of this Agreement. If the parties are not able to reach agreement on a successor agreement by the expiration date of this Agreement, the parties agree to submit all unresolved issues to mediation using the assistance of the Federal Mediation and Conciliation Service. The parties agree to negotiate in good faith utilizing the services of the mediator for a period not to exceed fifteen (15) calendar days following the expiration of this Agreement. If no agreement is reached, the Association may proceed under the provisions of ORC 4117.14 (D) (2).

There may be a maximum of three (3) bargaining unit representatives. An Association consultant may participate in negotiations on behalf of the bargaining unit.

ARTICLE VII DISCIPLINE, DISCHARGE AND COMPLAINTS

No bargaining unit employee will be disciplined or discharged without just cause.

The action of the Board to terminate any bargaining unit employee or to suspend or demote them will only be done in accordance with all statutory and constitutionally mandated procedures, including the opportunity for a hearing prior to the suspension, termination or demotion.

Any bargaining unit employee requested to attend a meeting which will subject the employee to discipline, may request, and be provided, Association representation.

The principles of progressive discipline will be followed utilizing the following steps:

1. Oral (confirmed in writing);
2. Written;
3. Suspension (may be with or without pay);
4. Termination.

Any infraction may only be used in the progressive step if it occurred within the preceding twelve (12) months.

The level of initial discipline will depend on the severity of the matter, and certain actions may result in immediate discharge.

No employee will be discharged without being provided any statutory protection available to them. A bargaining unit employee may request Association representation at any step of the proceeding.

Any formal (written) complaint lodged against a bargaining unit employee by a citizen will be handled as follows:

1. The employee's immediate supervisor will discuss the matter with the employee.
2. If found to be without merit, no record will appear in the employee's personnel file.
3. If not resolved with the supervisor, the supervisor, employee and complainant shall meet in an attempt to resolve the matter. The resolution will be reduced to writing with copy to the complainant, the employee and the employee's file. Any disciplinary action taken against an employee will automatically be removed from said employee's personnel file at the end of twelve (12) months from the date it is placed in the file.
4. Twelve (12) months from date of issue, documentation of any disciplinary action taken against a bargaining unit employee as a result of a citizen's complaint will be removed from the employee's personnel file provided, however, nothing herein shall prevent the Board from maintaining a separate file for citizens' complaints which may include the documentation of employee discipline irrespective of the date the discipline was issued or removed from the employee's personnel file.
5. If not resolved with the employee and complainant, the matter shall be referred to the superintendent for resolution, which determination will be final unless discipline results to the employee. If so, the employee may avail themselves of the grievance procedure and Association representation.

ARTICLE VIII GRIEVANCE PROCEDURE

Purpose - The Board and the Association agree that the grievance procedure provided herein shall be the sole and exclusive means of resolving grievances arising under the terms of this Agreement. For the purpose of this Agreement, a grievance shall be defined as any dispute or difference between the Board and the employee or a group of employees, or between the Board and the Association with respect to the meaning, interpretation or application of the terms and provisions of this Agreement.

Recognizing that grievances should be raised and settled promptly, grievances must be raised and processed within the specified time limits. Grievances not timely moved to the next step by the grievant shall be considered settled based on the last answer of the Board. Failure of the Board to answer timely shall move the grievance to the next step. The specified time limits may be extended by mutual agreement.

Procedure - Grievances shall be handled in accordance with the following procedure:

Step 1 - By verbal discussion between the aggrieved employee and/or a representative of a group of aggrieved employees and the employee's immediate supervisor within ten (10) working days from the date of the event giving rise to the grievance, or within ten (10) working days from the time that the matter should have become known to the employee, but no later than fifteen (15) calendar days from the later of the two. The supervisor shall give an answer within five (5) working days thereafter.

Step 2 - If not acceptable, the grievance shall be reduced to writing, signed by the employee on forms* supplied by the Association, noting the applicable provision(s) of the Master Agreement and submitted to the Superintendent or his/her designated representative within five (5) working days from the date of the supervisor's verbal answer. The Superintendent shall write his answer within five (5) working days thereafter.

Step 3 - If that answer is not acceptable to the grievant, within five (5) working days the grievant shall request a meeting between the Superintendent, or his/her designated representative, and the Association Representative. The Superintendent shall write his answer within five (5) working days following the meeting.

Step 4 - If the grievant or Association is not satisfied with the disposition at Step 3, the grievant or Association may within five (5) working days thereafter submit the dispute to arbitration. If the parties cannot agree on an impartial arbitrator, the FMCS will be requested to send a panel of arbitrators. Either party may reject one panel. The parties shall rank arbitrators and FMCS shall select the highest mutually ranked arbitrator pursuant to its rules. The arbitration hearing shall be held within sixty (60) days from the date of request for arbitration unless the parties agree to extend that time or the selected arbitrator requests an extension of time due to scheduling problems.

The arbitrator will render his/her decision in writing within thirty (30) days after the hearing or submission of briefs should either party desire to do so, or within such additional time as the parties may in writing agree, and the Arbitrator's decision will be final and binding on the parties. The arbitrator's costs and fees shall be borne equally by the parties; all other expenses to be borne by the party incurring same. The Arbitrator shall hear only one grievance in each case. The Arbitrator shall be bound by, and must comply with all the terms of this Agreement and shall make no decision contrary to law. The Arbitrator shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement nor establish any new terms or provisions to this Agreement. The burden of proof is on the grievant except in disciplinary actions.

**ARTICLE IX
HOURS OF WORK AND OVERTIME RATES OF PAY**

A. Hours of Work

1. The payroll week shall be Sunday through Saturday and the regular workweek shall be Monday through Friday.
2. The length of the work day and work year shall be based on the school calendar as determined from time to time by the Board. Each employee will be provided with their job description; prior to any change in a job description covered by this Agreement, the affected employee and the Association will be notified of such changes and the effective date thereof. The parties may convene a Job Description Committee if either requests. The affected employee will be given the opportunity to discuss the changes with the Superintendent, or his designee, prior to the effective date thereof. The employee may request that a representative from the Association be present during the discussion.
3. Employees will be given a Salary Notice no later than July 1 preceding the school year containing the initial employment date, hours per day, holidays, days per year, hours per year, rate of pay and longevity.
4. Subject to the provisions of (2) above, the Board may change employees' job duties, regularly scheduled days, hours, starting or quitting times upon thirty (30) calendar days notice.
5. There may be times when the Board may need to schedule employees to work outside their regular scheduled shift hours in order to meet the demands of the Schools.
6. There shall be an uninterrupted thirty (30) minute lunch period, and two (2) breaks of fifteen (15) minutes each, scheduled each day by the employee's supervisor. The employee's job description shall provide for a paid lunch period for any employee whose daily schedule is seven (7) hours or more.

B. Overtime

Time and one-half the regular straight time rate shall be paid for all pre-approved hours worked in excess of (8) eight hours in any day. Participation in overtime shall be voluntary. Overtime rate shall be paid for required participation in Open House and Parent Teacher Conferences.

Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.

School Support Staff Association at Swanton Local Schools members have the option of taking an unpaid day in lieu of the scheduled work day(s) that follows Parent Teacher Conferences.

C. Calamity Days

If, because of inclement weather, school is closed to students on a regularly scheduled work day, employees will not be required to report. If the school year is extended beyond the regularly scheduled year due to calamity days, the bargaining unit members' extended year will not begin until the conclusion of the student year.

Bargaining unit members will not be required to arrive earlier than the delayed beginning time of their workday when such occurs.

D. Temporary Positions

Employee substituting in a position at a higher rate of pay shall receive the wage for the higher position during the period of substitution.

E. Professional Development Days

Association members are entitled to two self-directed professional development days scheduled in conjunction with non-instructional days.

F. Kindergarten Assessment

An employee assigned the clerical responsibility for the kindergarten assessment who, because of their regular duties, cannot complete the task in a timely manner during their regularly scheduled work hours, will, at the discretion of the building administrator either:

- a. Be relieved of their regular duties to provide time for the assessments; or
- b. Be paid for the time spent outside their regularly scheduled work hours; or
- c. A combination of both a and b.

ARTICLE X SENIORITY

A. Definition

Seniority shall be defined as the length of continuous service within the District in a bargaining unit position beginning with the employee's last date of hire. In the event that more than one bargaining unit member has the same date of hire, position on the seniority list shall be determined by drawing lots. There shall be no loss of seniority upon transfer or reassignment to another bargaining unit classification.

Intra-district transfers will not be able to transfer their seniority in the district to bargaining unit seniority.

B. Probationary Period

New employees hired by the Board, including present employees who have been in the employ of the Board for less than ninety (90) days worked as of the date of this Agreement, shall be classified as probationary employees for a period of ninety (90) days worked from the date of employment, and during such probationary period seniority rights shall not apply, and such new employees may be laid off or discharged by the Board for any reason without recourse. When the probationary period has passed, seniority shall date from an employee's last date of hire or rehire.

Contracts for bargaining unit members shall be in accordance with the provisions of the Ohio Revised Code:

All newly hired, regular classified staff employees including regular hourly rate and per diem employees will enter into written contracts for their employment, which will be for a period of not more than one year. If such employees are rehired at the end of one year, their subsequent contract will be for a period of two years.

After the expiration of the two-year contract, if the contract of an employee is renewed, the employee will be continued in employment and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the classified staff employees of the entire District.

C. Seniority List

The Board shall prepare, maintain, and provide the Association President with a seniority list annually or when modified. The initial seniority list shall be prepared within thirty (30) working days after the effective date of this Agreement.

D. Incapacity

Any bargaining unit member who is unable to perform the essential functions of their job because of illness, injury, or compensable disease may be transferred, without regard to seniority, to an unfilled position in the District which, in the opinion of the Superintendent, the employee is qualified to perform. Prior to making the determination whether the employee is qualified to perform the work available, the Superintendent, or his designee, shall meet with the employee and, if necessary, examine his/her medical records regarding the reason the employee is unable to perform.

E. Loss of Seniority

Seniority shall be lost by a bargaining unit member upon nonrenewal, termination, resignation, retirement or voluntary transfer to a non-bargaining unit position. Those who are absent because of illness, injury, or a reduction in force shall lose seniority after a period of absence of twenty-four (24) months.

**ARTICLE XI
VACANCIES, TRANSFERS, AND PROMOTIONS**

A. Definition

A vacancy shall be defined as a newly created position in the bargaining unit or a present position in the bargaining unit that is unfilled because of retirement, resignation, transfer, or termination which the Board determines is to be filled on a full-time regular basis.

B. Posting

Vacancies shall be posted, for a period of ten (10) work days, in a conspicuous place in each building in which members of the bargaining unit are regularly assigned and on the District web site. During June, July, and August, the Board shall notify bargaining unit members of said vacancies by regular mail to their last known address. Each posting or mailing shall contain the following:

1. Job classification
2. Location
3. Starting date
4. Hours of work
5. Minimum requirements.
6. Pay Rate/Range

C. Application

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period advising of their qualifications, skill levels, ability, and length of service with the school district.

D. Filling Positions

All current employees applying for a vacancy will be interviewed by the Building Administrator prior to filling the vacancy; provided, however, nothing herein shall prevent the Board from determining that, in the best interest of the District, the position will be filled from outside the bargaining unit. No member of the bargaining unit may be involuntarily transferred to a different position within the bargaining unit except as provided below.

E. Transfers

The Superintendent may transfer employees from one position to another to fill a vacant position while the procedure for filling the vacancy is being completed or to temporarily fill a position which is not going to be filled on a full-time regular basis.

A temporary assignment shall not exceed two (2) pay periods from the point at which the assignment was made.

A person so transferred shall not be responsible for any duty of the position they previously held while in this temporary status.

F. Mentoring of New and Transferred Employees

Newly hired and transferred bargaining unit employees shall be provided a mentor during their first (1st) year of hire or transfer. Current employees providing new employee orientation and mentoring shall receive a mentor stipend during the first (1st) year of the new employee. The Association president/designee and the Superintendent shall jointly assign the mentor. The mentoring advisor shall review the documentation of participation. The advisor will not have an evaluative authority. The advisor shall forward recommendation for payment to the Superintendent. Payment for mentoring responsibilities shall be made via lump sum at the end of the year. In the event the assignment is not completed payment shall be pro-rated to the appropriate party. Upon approval any assigned mentor will be paid five percent (5%) during the mentorship period.

1. Newly hired and transferred bargaining unit employees will be assigned a mentor in accordance with the Master Agreement.

2. Newly hired and transferred bargaining unit employees will receive a binder of relevant resources prepared by the assigned mentor.
3. The new or transferred bargaining unit employee will maintain a journal addressing activities and concerns to be submitted to the mentor for weekly review.
4. Informal sessions will consist of 30 – 40 hours for questions and answers and problem solving.
5. Formal sessions will consist of 6 sessions of 1-1/2 – 2 hours duration, objective peer orientation and developing a supportive relationship.
6. First and second session objectives: Develop mentor/mentee relationship, discuss relationship with professional staff and supervisor, orientation on school and board policy, and review job description and payroll practices.
7. Third and fourth session objectives: Understanding beginning of school year protocol, highlights of intermittent and seasonal job duties, building daily agendas and best practices, understanding state reporting and relevant duties, and community and parental relationships.
8. Fifth session objectives: Record management practices, reports, student records, attendance, grades and medical, supplies and inventory records, and school crisis plan and emergency procedures.
9. Sixth session objectives: Year end procedures, record transfers, year end reports, and building closing procedures.

G. Rehire of the Retired

1. Retired-rehired employee may not qualify for continuing contract status and will only be issued a one year limited contract annually.
2. Any bargaining unit member or applicant who retires under a state retirement system and subsequently is reemployed or employed in the district may be rehired or hired at a rate of pay different from his or her experience level and years of services as specified in the salary index contained in the Agreement. A retiree hired into the same classification shall be afforded placement on wage scale at Step 3. A retiree hired into a different classification will be hired at Step 1 of the wage scale. This provision and such salary agreement and individual contract

expressly supersedes ORC 3317.13 and all other applicable laws. Movement on the salary scale is based on uninterrupted service.

3. A retired-rehired employee will be excluded from participation in the health insurance so long as healthcare insurance is available from the applicable state retirement system. A retired-rehired employee will be excluded additionally from participation in the following benefits:
 - a. Article XIX Sections B, D, E, F
4. Such employees shall be afforded the following benefits: Articles XIX Section C., Article XX, SERS Pick-Up, and Article XXII Sections A and B. All other benefits are expressly excluded.
5. Said employees are not eligible to receive a second severance payment upon leaving employment with the district.
6. Said employees are not eligible to participate in the Retirement Cash Incentive.
7. The salary of a rehired retiree as defined by this agreement shall not be subject to the grievance procedure of the Agreement or through any claim or action filed before State Employment Relations Board (SERB) or any court of law.

ARTICLE XII REDUCTION IN FORCE

In the event of a reduction in the work force, the following procedures shall be followed:

1. The Board shall identify the affected classification(s); for purposes of layoff and recall, the classifications shall be all secretaries and teacher aides.
2. All probationary employees in the affected classification shall be laid off first provided in the opinion of the Board the remaining employees are qualified to do the work required.
3. If further reduction is required, said reduction will be by classification, based on qualifications, skill levels, efficiency and ability which, if substantially equal, seniority will prevail.
4. Any bargaining unit member, with seniority, may replace a probationary employee in a different classification provided, in the opinion of the Board, they are qualified to perform the work.

5. A laid off bargaining unit member will have priority status on the substitute list for positions for which they are qualified.
6. The Board will continue applicable health insurance benefits until the month in which the layoff occurs; thereafter, benefits may be continued pursuant to COBRA.
7. Seniority will continue to accrue and will not be lost if the employee is recalled during the twenty-four (24) month recall period.
8. Each employee to be laid off shall be given sixty (60) calendar days advance written notice of layoff stating thereon the effective date of the layoff.

Recall from layoff shall be as follows:

1. Provided they have the qualifications, skill levels, efficiency and ability to do the work available, laid off employees will be recalled by seniority to open bargaining unit positions. Recall notices containing the time and date on which the employee is to report will be sent return receipt mail to the last known address shown on the Board's records. It shall be the employee's responsibility to keep the Board advised of their current address.
2. Employees subject to recall call shall be afforded two (2) weeks notice upon receipt of registered, certified U.S Postal mail notice to report to work. Any employee who does not report shall become last in seniority on the recall list and the next senior qualified employee shall be recalled. Employees shall retain recall rights for two (2) years.
3.
 - a. Bargaining unit members recalled to work for which they are qualified which provides the same number of hours for which they were previously scheduled are required to take the position.
 - b. Bargaining unit members who decline work for which they are qualified which provides 75% of their previously scheduled hours of work shall be removed from the recall list except for recall to the position from which they were laid off.
4. An employee returning under the provision of less than full-time, who was formerly full-time and laid off, shall have the option to return to that full-time position in the event that it becomes open or is reestablished.

ARTICLE XIII EVALUATIONS

All bargaining unit members may be evaluated at least annually by their immediate supervisors.

If the employee is evaluated, written evaluations will be completed at the end of the first 60 days of employment for new employees and by March 31st of each year for all other support personnel. This may be the second evaluation of the year for first-year employees. The evaluation program for non-probationary employees will include a mid-year conference by December 1 and a final year conference before the end of March.

The supervisor will assess the employee on the basis of work performance and abilities. Evaluation forms will be completed in triplicate, with an additional narrative report if necessary. The supervisor will also submit his/her recommendation regarding continued employment of the employee.

After completing the evaluation form, the supervisor will conduct a conference with the employee to discuss:

1. The reasons for the performance evaluation and
2. The areas where work performance should be improved

The supervisor and the employee will sign the evaluation form at the close of the conference. If the employee disagrees with the evaluation, or any part thereof, he/she may submit a written response within ten (10) days of the conference.

One copy of the complete evaluation form will be included in the employee's personnel file; one copy will be given to the employee. Any timely written response by the employee will also be placed in the file. The employee will have access to the evaluation reports in his/her personnel file.

Personnel File

There shall be one personnel file for each employee which will contain any evaluations and other personnel material required by law.

The Board shall be responsible for the safekeeping of the personnel files, and access shall be limited as provided by law. An employee will be notified if a request has been made to inspect his/her personnel file or if a complaint document, as provided in Board Policy, has been placed in their file.

Each employee may review the contents of one's own personnel file by making a written request to the Superintendent. An employee has the right to request copies of information that is present in the file.

Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employees' personnel file.

**ARTICLE XIV
WAGES**

1. Employees in the following classification will receive the rate indicated:

2012-2014

Secretary	1 st yr	\$15.69
	2 nd yr	\$16.09
	3 rd yr	\$16.57
	5 th yr	\$17.08
	7 th yr	\$18.14
	10 th yr	\$18.70
	12 th yr	\$19.26
	15 th yr	\$19.83
Teacher's Aide	1 st yr	\$13.67
	2 nd yr	\$14.04
	3 rd yr	\$14.44
	5 th yr	\$14.87
	7 th yr	\$15.88
	10 th yr	\$16.43
	12 th yr	\$16.92
	15 th yr	\$17.44

Association members will be paid a ratification stipend of \$300.00 by August 31, 2012.

2. The following schedule will be applied to the above rates when the level of service years is reached.

20 years service = \$.15 per hour

25 years service = \$.20 per hour

30 years service = \$.25 per hour

35 years service = \$.35 per hour

3. Upon transfer or reassignment (promotion) to a new position within the bargaining unit, salary shall be determined by placement to the first salary position which is greater provided it is at least an increase of 5% or to the next highest level on the appropriate schedule.
4. Upon transfer to a lower salary classification placement on the salary schedule shall correspond to the years of service within the bargaining unit.
5. Intra-district transfers to the bargaining unit shall be placed at the first step in the appropriate classification.

ARTICLE XV WORKING CONDITIONS

A. Health and Safety

1. Work rules regarding health and safety shall be established by the Board and communicated to bargaining unit members.
2. Employees shall use safety equipment if required by work rules, federal or state law, or if recommended by the manufacturer.
3. Employees shall report immediately to their supervisor equipment malfunctions.
4. No employee shall be required to work in any room where friable asbestos has been identified pursuant to inspection conducted according to federal requirements.
5. If an equipment malfunction renders equipment likely to cause bodily injury, the employee shall not be required to work with the equipment until the malfunction is repaired.
6. Common areas used by employees on a regular basis, including restrooms and hallways shall be lighted during work hours.
7. The members of the bargaining unit shall have access to restrooms and a staff lounge in the building where they work.

8. Employees shall report violations of the student disciplinary code to their building administrator who shall be responsible, along with the responsible teacher, if applicable, for enforcing the student disciplinary code.

B. Supervision

Each bargaining unit member shall have a designated primary supervisor who shall determine work priorities in writing if all work cannot be completed in a timely manner.

C. Work Area

A secretary shall not be assigned the responsibility of monitoring or supervising students who have been assigned a formal disciplinary or special education needs intervention. A building level protocol for handling disciplinary emergencies shall be reviewed and established annually. Changes in building disciplinary protocol shall be by mutual agreement by the association and the administrator.

D. Medical-Related Procedures

No bargaining unit member will be required to administer medication or provide nursing services to students. Bargaining unit members may opt to administer medication and provide nursing services only after they have been trained by a certified healthcare professional.

**ARTICLE XVI
LEAVES OF ABSENCE**

Leaves of absence may be granted by the Board in writing for any reason or length that the Board deems appropriate. Applicants shall apply in writing for said leaves. To be considered for one of the leaves of absence, a bargaining unit member shall initiate the procedure through their supervisor. A leave form shall be provided to include an estimate of the duration of the requested leave.

A bargaining unit member is expected to notify the Board in advance of their expected date of return from leave. A physician's statement stating the physical condition of the employee shall be included if the leave is for medical purposes.

A bargaining unit member shall be returned to their former position or one with equivalent pay and benefits, if available, providing the employee can, with reasonable accommodation, perform the essential elements of the job. Employees will be given the same contract status held at the beginning of the leave upon return to duty. If the contract expires during the leave period, the employee is subject to nonrenewal according to the law and policies governing nonrenewal. During an unpaid leave, other than FMLA leave, the employee may choose to

continue to participate in the Board's group insurance programs provided the employee pays the entire premium.

Employees will terminate their contract with the board if they do not return to duty at the end of the specified leave period.

Leave time is not included with total hours worked in figuring overtime hours. No leaves of absence shall be given for the purpose of employment elsewhere, except when special provisions (such as in the case of physical ailment) shall have been made therefore by agreement between the Board and the employee. Any employee becoming ill at work, must immediately notify their supervisor.

Sick Leave

A. Definition

1. Sick days are considered to be those days when the employee does not report for work for the reasons listed in Section E below and is paid for such days.
2. Sick leave of absence is considered to be those days when the employee does not report for work for the reasons listed in Section E below and is not paid for such days.

B. Accumulation

Employees may accumulate a maximum of fifteen (15) paid sick days per contract year at the rate of one and one-fourth ($1\frac{1}{4}$) days per completed month of service computed and credited at the end of each completed month of service. Employees may accumulate a maximum of two hundred forty (240) paid sick leave days.

C. New Employees

1. All newly employed persons in the Swanton Local Schools shall be granted five (5) sick days. These five (5) days are construed as being concurrent with, but not in addition to, the one and one-fourth ($1\frac{1}{4}$) days per month allowed.
2. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education or other subdivisions in the State of Ohio, provided credits have been computed under the minimum requirements of the laws of the State of Ohio. Accrued credits from such other sub-divisions will not be allowed to exceed the maximum allowable within the Swanton Local Schools. Credit will only be allowed if said employee has accrued a part or all of such credit within ten (10) years of employment by the Swanton Local Schools.

D. Sick Leave-of-Absence

1. Any person whose personal illness may extend beyond the period of compensation provided by the accumulated sick days provisions, shall be granted a sick leave-of-absence without pay or use the sick leave pool. No sick leave including paid and unpaid leave may exceed twenty-four (24) months. An employee may request sick leave-of-absence in lieu of sick days. A request for sick leave-of-absence shall be accompanied by a letter from the attending physician indicating that a leave-of-absence is necessary and the appropriate duration of the leave.
2. Under any unpaid leave-of absence, the board, providing the insurance carrier agrees, will allow an employee to remain part of the group medical insurance plan if the employee pays the amount of the monthly premiums. Checks should be written payable to the Board Treasurer. Payments must be received by the Board by the 25th day of each month preceding the due date of the premium. Failure to do so may result in the cancellation of the insurance policy for the employee.

E. Use of Sick Days

1. Upon approval of the responsible administrative officer, annual and accumulated sick days may be used for personal illness, pregnancy, adoption, injury, exposure to contagious diseases which could be communicated to others, and up to five (5) school days per occurrence for absence due to injury, illness, or death in the employee's immediate family. The use of sick days for illness in the employee's immediate family is restricted to cases of serious illness that requires the employee's presence in the home as recommended by a physician. As used in this section, "immediate family" means parents, brothers, sisters, spouses, sons, daughters, grandparents, grandchild, mother-in-law, father-in-law, brother/sister-in-law, daughter/son-in-law and others living in the same household. Exceptions to the definition of immediate family may be made on an individual basis by the Superintendent; denial shall not be subject to the grievance procedure.

Sick leave may be taken in increments of not less than one quarter (1/4) of a day.

2. An absence of up to three (3) workdays shall be granted to employees who have a death in the extended family. The term "extended family" when used in this agreement shall mean aunt, uncle, niece, nephew, guardian, or a person whose legal residence is in the same household.

F. Sick Leave Credit

New employees to the system will be credited with an advancement of five (5) days sick leave at the beginning of the first year of service after they have completed five (5) working days. The advancement will be charged against the sick leave they subsequently accumulate under this policy and they will not be eligible for additional sick leave until such time as their period of service has entitled them to more.

All employees entering the Swanton Local School District shall be entitled to sick leave credit previously earned from such public service within the State of Ohio provided such credit is substantiated by written affidavit from previous employer.

Employees returning to service of the Swanton Local School District after a separation from such public service shall be granted previous accumulated sick leave which shall be placed to the employee's credit upon his/her re-employment in the public schools.

G. Sick Leave Pool

1. The parties agree to create a sick leave pool.
2. The pool will be established on a voluntary basis with any contributing member of the bargaining unit donating a minimum of five (5) sick leave days. Employees who donate to the sick leave pool will have the number of donated sick leave days deducted from their accumulated sick leave.
3. Employees will inform the Superintendent and the Association President of their need for additional sick leave days. The Association President and the applicant will then be responsible for notifying the membership of the need for additional sick leave days.
4. Employees wishing to contribute to the pool may do so by notifying in writing the Board appointed sick leave coordinator for the number of days they wish to contribute.
5. When employees exhaust their sick leave days, they may apply for the number of days needed to resolved their medical problems. The maximum number of days an employee will be allowed to apply for is the remainder of the contract year (August 31).
6. Any unused portion of the pool shall remain in existence for the following year in case of relapse or complications; thereafter the days will revert to the Board.
7. The sick leave pool may only be used for catastrophic injury and illness that causes an extended absence from work.

8. The employee must have four (4) years of service in the Swanton Local School District to be eligible to use the sick leave pool.
9. An employee must make application for SERS disability during the first thirty (30) days of use of the sick leave pool. If an employee fails or refuses to make application for SERS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave pool beyond the initial thirty (30) days. The employee may continue to use the sick leave pool until the SERS disability decision is rendered. If application for SERS disability is denied, the employee shall continue to use the sick leave pool. The time restriction and the requirements may be waived by the Board.
10. If an employee is accepted to draw disability under the SERS, the employee will not be eligible to continue to use the sick leave pool.

H. Sick Leave Loan

In any given school year, in case of catastrophic illness or injury to an employee with less than four (4) years service in the Swanton Local District, and therefore not eligible for sick leave pool, the Superintendent, may at his/her discretion advance up to fifteen (15) sick leave days to the employee provided the employee has exhausted all other sources of paid time off. If the employee ends employment with the district, he/she must pay back the cost of any advanced days out of his/her final pay.

I. Personal Leave

1. The Board will provide each employee with three, fully paid and unrestricted, personal leave days each year. Prior approval must be obtained from the employee's supervisor, and that decision is final and not subject to the grievance procedure.
2. At the end of each year and at the employee's choice, accumulated but unused personal leave days will be converted to compensation at the employee's per diem rate of compensation.

J. Assault Leave

1. Any employee who is absent from employment due to disability resulting from a physical attack upon said employee which occurs in the course of said employee's employment with the Board, shall be granted an assault leave. During the assault leave, the employee shall be maintained on full pay status.
2. Assault leave will not be granted under this policy unless the employee in question:

- a. Signs a written statement justifying the granting and use of assault leave on forms to be provided by the Board.
 - b. Provides a certificate from a licensed physician stating the nature and probable duration of the disability employment; and
 - c. Agrees to testify and cooperate in the prosecution of any juvenile and/or adult in criminal proceedings that may be brought against the person responsible for the assault. Persons who are asked by the Board to cooperate in the prosecution of any juvenile or adult in an assault case will not suffer any loss in pay, or any loss in leave time as a result of being absent from work to cooperate in prosecution proceedings.
3. Assault leave shall be provided as follows:
- a. Unlimited leave will be provided, as needed, for each occurrence;
 - b. Assault leave shall not be charged to sick leave.

K. Maternity/Paternity/Adoption Leave

1. Leave-of-absence for reason of maternity/paternity/adoption shall be granted by the Board according to the FMLA. See N. below.

L. Professional and Training Leave

1. Prior to taking professional or training leave, a written request will be submitted to the building administrator for written approval and forwarded to the Superintendent for written approval. Written permission must be obtained before the employee leaves to attend such meetings.
2. When authorized, transportation, lodging, meals, registration and compensation for a necessary substitute (if the Board determines a substitute is necessary) will be reimbursed by the Board. Mileage, overnight stays, and the daily food allowance will be reimbursed pursuant to Board policy at the time the leave is taken.
3. Employees attending training sessions are expected to submit their expense reports within five (5) days.

M. Legal Leave

1. The Board will pay employees the difference between their regular rate of pay and the pay received by the employee for jury duty and workers' compensation hearings performed on scheduled Board work days.
2. The employee performing the above duties shall reimburse the Board for the amount of money they received.
3. Any employee absent from work because they are subpoenaed to appear before the State Employment Relations Board will be compensated as required by the Ohio Revised Code or SERB Rules.
4. Arbitration representatives, advocates, and witnesses shall have paid released time for hearings held during the employee's normal working hours.

N. Unpaid Leaves

All unpaid leaves must be authorized in advance by the Superintendent or his designee except in emergency situations. Each unpaid leave day will be deducted at a per diem rate of pay.

O. Additional Education Leave

Employees may apply, in writing, by April 1st of the preceding year, for a leave of absence to attend, as a full time student, an undergraduate or graduate program at an accredited community college or university. Approval by the Superintendent shall be discretionary based on the need of the District. Applications will be processed in the order received.

P. Family Leave (including all non-occupational illness and injury)

Employees who have been in the employ of the Board for at least twelve (12) months and have worked at least 1250 hours during the last 12 months are eligible for a leave of absence for one of the following reasons:

1. Birth and care or placement for adoption or foster care in the employee's home of a son or daughter.
2. Care for a spouse, son, daughter or parent who has a serious health condition.
3. A serious health condition which renders the employee unable to perform the functions of their job.

Employees needing leave for item 1. will be granted up to twelve (12) weeks within twelve (12) months of the birth or placement of the child.

Employees needing a leave under 2. or 3. above, must provide timely certification that a serious health condition exists by having the health care provider certify that fact, in writing, on the form provided.

Intermittent Leave

Intermittent leave under 1. above will only be available with Board approval. Intermittent leave under 2. or 3. (including disability due to pregnancy) will be made available if foreseeable based on a planned medical schedule; however, employees must make a reasonable effort to schedule the leave so as not to unduly interrupt Board operations and the employee may be required to transfer to another position, with equal pay and benefits, which more easily accommodates the schedule.

Pay Status

Family Leave will be unpaid. However, as part of the twelve (12) weeks total, employees shall have the option to use available paid leave, including sick days, paid personal leave etc. Furthermore, an employee choosing paid leave under this Article will not have this time deducted from the twelve weeks of total leave as provided under this Article's Family Leave provisions unless the employee specifically designates that leave as a Family Leave.

Reinstatement

Upon return from leave the employee will be returned to their former position or one with equivalent pay and benefits providing they can, with reasonable accommodation, perform the essential elements of the job.

Request for Leave

Employees must give thirty (30) days advance notice of the need for Family Leave either verbally or in writing or, if thirty days is not possible, as soon thereafter as notice can be given. Upon notification, the employee will be required to complete a "Request for Leave" form. The employee will be given notice within two (2) business days that said leave will count against the Family Leave period.

Insurance

During Family Leave, group health insurance benefits will be continued for the length of the leave, not to exceed twelve (12) weeks, under the same conditions as if the employee continued to work. Provided, however, if the employee does not return at

the end of the leave, depending on the reason, they may be required to reimburse the insurance premium cost.

Medical Information

A form is available entitled **CERTIFICATION OF SERIOUS HEALTH CONDITION BY A HEALTH CARE PROVIDER** for purposes of obtaining a Family Leave and complying with the Family Leave Act. An employee must have the form completed by the health care provider and return it within fifteen (15) days.

The Board may have a doctor of its own choosing review all requests for Family Leave due to illness or injury and to request both additional medical verification and possible examination of the employee by a doctor selected and paid for by the Board.

Duration

The total duration of the Family Leave may not exceed a period of twelve (12) weeks. After that time has elapsed, the Board will decide what course of action will be taken. Also, so that the Board is kept advised of an employee's medical status, medical leave periods are usually granted for only thirty (30) calendar days at a time, unless the medical provider has clearly designated a longer period.

Once a leave has been granted and the employee is physically unable to return to work on or before the expiration of the leave, the employee must request, and may be granted, an extension and may be requested to provide medical certification as required originally. This must be provided no later than the expiration date of the leave. Additional extensions may be requested and granted in the same manner subject to limitations provided above.

Return from Leave

Employees are expected to notify us, in advance, of your expected date of return. You are also expected to obtain a statement from your physician stating that you are physically able to resume work.

**ARTICLE XVII
VACATIONS**

In the event that a bargaining unit member's position becomes a twelve (12) month contract, the bargaining unit member shall be entitled to paid vacation as provided in the Ohio Revised Code.

**ARTICLE XVIII
HOLIDAYS**

- A. Bargaining unit employees will be paid their per diem rate for each of the following holidays.
1. Labor Day
 2. Thanksgiving
 3. Christmas Day
 4. New Year's Day
 5. Martin Luther King, Jr., Birthday
 6. Memorial Day
 7. The day after Thanksgiving
- B. In the event one of the above holidays falls on Saturday, it will be celebrated on the Friday immediately preceding said holiday provided school is not in session. In the event one of the above holidays falls on a Sunday, it will be celebrated on the Monday immediately following said holiday provided school is not in session.

**ARTICLE XIX
INSURANCE**

All members of the bargaining unit shall receive personal copies of complete insurance documentation outlining coverage, carrier identification and level of benefit for medical and dental insurance. Updates to information shall be provided in a timely manner.

A. Medical and Prescription Drug

The Board will pay the indicated premium for one (1) of the following medical and prescription drug plans for all full time employees contracted to work a minimum of five (5) hours per day.

1. Eligible employees shall be granted health care benefits offered by a licensed carrier in the State of Ohio that is mutually agreed upon by representatives of the

SSSA and Board. The employee contribution to the insurance premium will be 6% for the 2012-2013 school year and 7% for the 2013-2014 school year.

The medical benefits will be evaluated annually by a committee. Among the representatives will be two SSSA members who will serve on the Insurance Committee to review insurance carriers on an annual basis. The purpose of this committee will be to ensure that members are receiving the best possible benefits. No change of carriers will be made unless the benefits provided by a different carrier will be the same or similar as those listed below and will be provided to the district at the best possible rate.

2. Coordination of Benefits as outlined in current benefits plan.
3. Employees will not be required to pay the insurance premium when the Board of Education takes a moratorium.

B. Dental

The Board will pay the premium for a Board selected single or family dental insurance plan for all full time employees contracted to work a minimum of five (5) hours per day. Employee contribution will be \$5.00 per month.

C. Life

The Board will pay the premium for a Board selected term life insurance plan in the amount of \$30,000 for all full time employees contracted to work a minimum of five (5) hours per day; for those employees contracted to work less than five (5) hours per day, the amount will be \$15,000.00.

D. Providers

The Board may change providers at any time and will maintain the same or similar coverage as currently provided.

E. Married Couples

Only one of the following options will apply to medical and prescription coverage for married couples, both of whom work for the Board and are eligible for Board provided insurance:

1. One Family Policy
2. Two Single Policies
3. One medical waiver

4. One annual enrollment period in September of each year
5. One family policy with the Board of Education paying the employee's contribution in lieu of the waiver.

F. Insurance Waiver

1. Eligible employees may waive medical and prescription drug coverage for one (1) full benefit year (September 1 through August 31) provided they have held the policy for at least one (1) full year prior to the effective date of the waiver and can show proof of insurance coverage from another provider (e.g. spouse, parent, etc.). Employees executing the waiver will receive a lump sum payment on the first pay period following the completion of the applicable benefit year in the amount of six hundred dollars (\$600.00) individual, fifteen hundred dollars (\$1500.00) family.
2. In the event of a change in the need for coverage due to a major life event causing the loss of the employee's alternate source of insurance during the waiver year (death, change in marital status, loss of job), the employee may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided he/she has filed the proper application card with the Office of the Treasurer. Such re-entry into the insurance program will nullify the employee from receiving the health care insurance waiver payment as originally declared.
3. Should an employee elect to participate in the program, the employee must complete the waiver of coverage form by August 1 of each year. Participation shall require completion of the form each year. An employee who withdraws from the program may not re-enter again until the following year, except for the conditions established in paragraph two (2) above. Employees new to the Swanton Local Schools may elect to participate during their second full year of employment.

4. **Spousal Mandate**

If the spouse is eligible for group health insurance from his/her employer for \$40.00 per month or less, the spouse must enroll in single coverage. The spouse is not required to enroll other family members. The spouse can remain covered in the Swanton Plan as secondary coverage.

**ARTICLE XX
TUITION BENEFITS**

The Board of Education will supplement the cost of additional education for classified employees within the following parameters:

1. The hours of credit must be of benefit to the Swanton school system.
2. The school attended must be a state accredited institution.
3. The total payment for any one classified employee shall not exceed six hundred dollars (\$600) for any school year. Payment shall not exceed ninety dollars (\$90) per quarter hour of credit or one hundred eighty dollars (\$180) per semester hour of credit.
4. Classified employees must submit application forms to the Superintendent at least one week prior to the first day of class. If approved by the Superintendent, both forms shall be signed and one copy forwarded to the employee. The denial of an application by the Superintendent shall be non-grievable and non-appealable.
5. Grade slips for the approved courses must be submitted to the Superintendent upon completion of the course. Payment will be made in lump sum after Board of Education approval.
6. Tuition reimbursement funds shall be allocated from September 1 through August 31 of each year of the contract. The fund shall consist of all monies required to support "3" above.
7. Children of full time bargaining unit employees may attend Swanton Local Schools without payment of tuition.

**ARTICLE XXI
RETIREMENT BENEFITS**

SERS Pick-up

The Board of Education shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked-up" by the Board as contemplated by the Internal Revenue Service rulings 77-464 and 81-36. Although they shall continue to be designated as employee contributions, as permitted by Attorney General Opinion 82-097, the

employee's income reported by the Board (subject to federal and Ohio income tax) shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System of Ohio contribution which has been designated as having been "picked up" by the Board; provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the School Employee's Retirement of Ohio increased thereby.

Any increase in the SEA successor agreement for percentage of payment picked up by the Board to STRS will result in equal percentage of Board pickup of payments to SERS.

Severance Pay

A. Benefit Calculation

1. The daily wage shall be determined by dividing the employee's current base salary by the appropriate number of days to determine the daily rate. The daily rate will be multiplied by the employee's eligible days to determine the total accrued severance pay.
2. The number of eligible days shall be determined by dividing the employee's accrued sick leave by four. A person having 120 days or more shall receive no less than 30 days severance pay.

B. Eligibility

1. Upon receipt of a classified employee's resignation, all eligible employees will be notified of their severance benefits. An employee's eligibility for severance pay shall be determined as the final date of employment. The criteria are:
 - a. The individual retires from the school system.
 - b. The individual must be eligible for disability or service retirement as of the last day of employment.
 - c. The individual must, within 120 days of the last day of employment, prove acceptance into the retirement system by having received his/her first retirement check. Once evidence of the individual's first retirement check is presented to the Treasurer's office, the severance pay will be disbursed to the employee in the next available pay period. If the employee wishes to wait till the next calendar year for the severance payment, he/she may have the option of receiving this payment in the first payroll in January.

- d. Must not have less than seven (7) years of service with the Swanton Local Schools.
 - e. Must sign for the severance check, certifying all eligibility criteria have been met.
- C. Persons not meeting requirements of B-1b and B-1c will use a divisor of 10 in A-2 must have not less than 15 years with Swanton Local Schools.

D. Sick Leave Elimination

An employee who accepts payment for severance pay eliminates all unused sick leave from his/her sick leave account.

E. Death of an Employee

In the case of death of an employee with at least fifteen (15) years of service, severance will be paid to the estate of the deceased.

F. Retirement Cash Incentive

1. Incentive Payment

- a. A retirement cash incentive of five thousand dollars (\$5,000) shall be paid to all employees who elect to retire under normal circumstances (i.e. not disability) and in the first year they are eligible per SERS eligibility.
- b. Payment shall be paid through the payroll process to the credit of the retired employee and the employee shall have the option of participating with a Board approved annuity company for the purpose of deferring all or a portion of this incentive payment for tax purposes.
- c. At the option of the employee, retirement incentive money may be deferred until January of the next calendar year.

2. Eligibility Requirements

- a. Employees must have not less than seven (7) years of service with the Swanton Schools.
- b. Participation is open to all eligible employees.

c. The member must meet the following eligibility requirements for retirement established by SERS.

- i. Member has accumulated 30 or more years of SERS service credit at any age or
- ii. Member is age 55 or older and has accumulated 25 or more years of SERS service credit or
- iii. Member is age 60 with five (5) years or more of service.

3. Application Process

Employees wishing to participate in this plan must indicate their desire by submitting written application to the Treasurer's Office as soon as possible. However, such application must be received no later than January 15 preceding the employee's first year of eligibility for retirement. This request for retirement cash incentive can be canceled by the employee if written notice is given to the Treasurer's office not later than April 15 preceding the employee's first year of eligibility for retirement.

4. Employees wishing to participate in the Retirement Cash Incentive Plan should indicate a retirement date before August 1, preceding their year of eligibility.

**ARTICLE XXII
MISCELLANEOUS BENEFITS**

A. Pay Schedule, Payroll Deductions, and Direct Deposit

- 1. Employees will be paid bi-weekly by direct deposit into a checking or savings account at a financial institution which is a part of the Federal Reserve Banking System. Pay days shall be bi-weekly.
- 2. The Board will deduct all relevant city, state, and federal income taxes from the paycheck of all employees. The board will also deduct Association dues and fair share fees as provided in Article II hereof. The board will also deduct, upon the request of any employee, contribution to tax sheltered annuities, Section 125 benefits, payments to a credit union, and charitable contributions.

B. School Activity Passes

Employees will be issued without charge two (2) activity passes for general seating at all school events at the beginning of each school year.

C. Mileage

Employees shall receive current IRS reimbursement rate for miles driven in personal cars on school business.

D. Student Placement

All newly registered students, including Kindergarten, (over the summer months) documents shall be provided the affected secretary on their first day of responsibility with the new school year. Students enrolled during the two (2) weeks prior to school starting, shall be assigned to a building and documentation forwarded within two (2) days of registration.

E. Secretarial/Teacher Aide Meetings

When school is in session, secretarial employees may have five (5) scheduled meetings for a maximum of two (2) hours. The teacher aides shall have one meeting per semester for a maximum of two hours. These meetings may be scheduled during the work day, and employees will be paid if the meeting occurs during their regularly scheduled work day.

F. Labor/Management Committee

There shall be established a committee of six (6) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Five (5) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless the parties mutually agree otherwise. Three (3) members of the committee shall be appointed by the Administration and three (3) shall be appointed by the Association. The FMCS Federal Mediator to train the Labor Management Committee on effective Labor Management Committee Meetings. This shall be done during the first year of the contract only.

G. Procedures for Absence

In the event that an employee is unable to report to work as regularly scheduled, the employee will contact their immediate supervisor or designee as soon as possible. If the employee is unable to do so, it shall be the Supervisor's responsibility to contact a candidate to substitute.

H. Section 125 Plan

The Board of Education of the Swanton Local School District shall provide its employees a Section 125 Plan hereafter known as the Swanton Local Schools Flexible Benefits Plan.

The plan shall be provided to the employees of the district as follows:

Qualified benefits of medical, dental, and drug card which may or may not require employee contributions shall hereafter not be subject to applicable federal and state taxes as described in Federal Internal Revenue Code Section 125 effective July 1, 1999. All applicable contributions of medical, dental, and prescription drug card elected by the employees shall furthermore be considered an elected Section 125 benefit.

Effective October 1, 1999, or as soon thereafter, the employer shall effect the availability of un-reimbursed medical benefits, dependent care benefits, cancer benefits, and all other Section 125 qualified benefits as the employer shall deem.

The Plan may change as federal laws may dictate changes throughout the operation of the Plan.

I. Wellness Incentive

If an employee has not used sick leave at the end of a semester of instruction the greater of one hundred seventy-five dollars (\$175) will be paid to the employee. The pay will be added to their biweekly pay within thirty days (30) from the conclusion of the semester of wellness. The wellness period will be based upon the 183 day school year period.

J. State and Federal Background Checks

The Board of Education agrees to reimburse employees for 100% of the costs incurred and/or related to state and federal background checks required by the Ohio Revised Code/Ohio Administrative Code. Such reimbursement will be made within 30 calendar days of the Board's receipt of evidence that the employee has paid for the fingerprinting and/or background checks.

**ARTICLE XXIII
NO STRIKE, NO LOCKOUT**

The grievance procedure shall be the sole means of settling disputes under this Agreement. Therefore, the Board agrees that it will not, for the sole purpose of forcing the Association to accept a collective bargaining contract modification, refuse to permit employees to work; and the Association agrees that, while this agreement is in effect, neither it, nor its members, will cause, permit or take part in any strike, or other work stoppage or slowdown, as defined in the Ohio Revised Code.

**ARTICLE XXIV
WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited, unqualified right and opportunity to make demands and proposals with respect to any subject or matter nor removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXV
SEPARABILITY**

It is understood and agreed that if any of the terms and provisions of this Agreement are or become in violation of any state or federal laws, they are null and void so long as they may be in violation. It is further agreed that the parties hereto shall immediately meet for the purpose of resolving any term or provision so indicated.

**ARTICLE XXVI
MAINTENANCE OF STANDARDS**

Except as otherwise authorized by this Agreement, during the duration of this Agreement, the Board shall maintain all terms, conditions and benefits of employment recited in this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that such conditions shall be improved for the benefit of employees as required by the express provisions of this Agreement.

It is understood in the language of this Agreement where there is gender reference, i.e. he, she, his, her, both feminine and masculine shall apply.

**ARTICLE XXVII
DURATION**

This Agreement shall become effective as of September 1, 2012 and shall remain in full force and effect through the thirty-first (31st) day of August 2014.

SWANTON BOARD OF EDUCATION

Kristina Oberhues
[Signature]
Joseph Korman

**SCHOOL SUPPORT STAFF
ASSOCIATION AT SWANTON
LOCAL SCHOOLS (NWOEA/OEA/NEA)**

Liam Raab
Chadwick Hiltner
Debra Schmitt



FREIGHT DRIVERS, DOCKWORKERS AND HELPERS

LOCAL UNION NUMBER 24

2380 ROMIG ROAD • AKRON, OHIO 44320 • 330/434-8126 • FAX 330/535-8508

DAVE RICHARDS
Secretary-Treasurer

TRAVIS W. BORNSTEIN
President
Principal Officer

KEVIN KING
Vice-President

November 27, 2012

State Employment Relations Board
65 East State Street
Suite 1200
Columbus, OH 43215-4213

2012 NOV 30 P 3:59
STAFF EMPLOYMENT
RELATIONS BOARD

To Whom It May Concern:

Please find enclosed a copy of the Agreement between Brimfield Township Board of Trustees and Teamsters Local 24 for the period January 1, 2012 through December 31, 2014.

Thank you,

Executive Board
Teamsters Local 24