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AGREEMENT BETWEEN

THE TALLMADGE BOARD OF EDUCATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 F & O DIVISION 100
(formerly known as National Conference of Firemen & Oilers
SEIU, AFL-CIO Local 100)

JUNE 30, 2013 THROUGH JUNE 29, 2016

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AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 F & O DIVISION 100
(formerly known as National Conference of Firemen & Oilers)

This agreement effective the 30th day of June, 2013 by and between the Tallmadge Board of Education, hereinafter referred to as "Board," and the Service Employees International Union Local 1 F & O Division 100 (formerly known as National Conference of Firemen & Oilers SEIU, AFL-CIO Local 100) and their officers, agents, and members, hereinafter referred to as "Union." Reference to Administration herein shall include all supervisors at all levels employed by the Tallmadge City School District.

ARTICLE 1 - CONDITIONS AND DURATION OF AGREEMENT

This agreement shall continue in full force and effect from the effective date hereof to and including June 29, 2016. The Board and the Union for the life of this agreement each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this agreement except when federal or state legislation makes it mandatory, or by mutual agreement.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. General Provisions Regarding Negotiation

1. The Board recognizes that the primary function of the Board and its staff is to assure each boy and girl attending its public schools the highest level of educational opportunities obtainable. The Board believes that high morale of the staff is essential if education of finest quality is to be achieved and that the interests of the educational program are best served when mutual understanding, cooperation, and communications exist among the Board, the administration, the instructional staff, and the non-instructional staff.
2. The Board shall at all times exercise its exclusive authority, as granted by law, to establish policy in all matters relative to the conduct of the public schools within its jurisdiction but assures the right of all members of the staff to contribute constructively their ideas without fear of reprisal.
3. The Board hereby directs that an orderly procedure for negotiations be established whereby the suggestions and recommendations of the staff can be communicated to the Board. In the furtherance of this stated policy, the Board shall recognize for purposes of negotiations those organizations which represent a majority of the staff members in the school district in each of the negotiating units. The organizations so

recognized shall be the sole and exclusive negotiating agents for their respective units, during the length of this contract. Nothing contained therein shall abridge the right of individuals and minority organizations to the Board pursuant to established procedures; provided that negotiations shall be conducted only with the recognized organization, in accordance with this procedure and ORC Section 4117.

4. The Board recognizes the school superintendent as its chief executive officer and the person to whom it looks for education leadership. It shall be the function of the superintendent, or his/her designated representatives, to meet in accordance with established procedure with representatives of the recognized organizations in an effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. The superintendent shall recommend to the Board the course of action on those matters mutually agreed upon and submitted for the Board's consideration.

B. Regulations for Implementing Professional Negotiations Procedure

1. Recognition
 - a. The Board recognizes the Union as exclusive bargaining representative in all matters pertaining to salaries, working conditions, and fringe benefits for all classified employees of the Tallmadge Board of Education.
 - b. Term of Recognition – Recognition of the Union as the sole and exclusive representative of members of the above defined bargaining unit shall be for the term of this contract without challenge as provided for in Section 4117 of the Ohio Revised Code and will continue thereafter until and/or unless a challenging employee organization is legally successful in gaining exclusive representation rights as provided in 4117 of the Ohio Revised Code.
 - c. Exclusions – Any employee in a supervisory position, having the right to effectively recommend disciplinary action of any other employee.
2. The Board will recognize the existence of one basic negotiations unit for the classified staff. Membership in the unit shall include all classified personnel, with the exception of the Treasurer, Assistant Treasurer, Secretary to the Treasurer, Secretaries to the Superintendent and Directors, and all supervisory personnel.
3. Those matters which shall be negotiable are: wages, hours, and terms and conditions of employment.
4. The Superintendent, or his/her designated representatives, and representatives of the Union shall cooperatively develop procedures for the orderly conduct of negotiations.

C. Procedures for Conducting Negotiations

1. **Initial Meeting:** A mutually convenient meeting date shall be set no later than 75 days prior to the expiration of contract, unless all parties agree to a later date, to exchange proposals. Upon said exchange of proposals, no issue shall be added to negotiations without the consent of the Superintendent and the representatives of the recognized union.
2. **Rights of Minorities and Individuals:** Individuals and minority organizations may present their views and recommendations in writing to the Superintendent (a copy is also to be submitted to the organization which would normally represent the unit involved) on or before June 15 of any year, provided that negotiations shall be conducted only with the recognized organization. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board of Education.
3. **Negotiating Teams and Observers:** The Board and the recognized organization shall be represented at all negotiation meetings by a team of negotiators, not to exceed six members each. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each team shall be authorized to admit no more than two observers at one time to such meetings. Such observers shall be without the right to speak or to otherwise comment to either party during said meeting. Negotiators and observers shall be identified at the beginning of each session.
4. **Negotiation Meetings:** The Superintendent, or his/her designated representatives, shall meet at reasonable times with representatives of the recognized organization for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
5. **Caucus:** Upon the request of either party, the negotiation meeting shall be recessed to permit the parties to caucus.
6. **Exchange of Information:** The parties agree to furnish each other, upon request and in reasonable time, all readily available information pertinent to the issues under negotiation.
7. **Consultants:** The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. Consultants may serve as a part of the negotiating team.

8. Agreement: If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the organization for ratification. If ratified, said written memorandum of understanding between the parties shall then be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. Ratification and approval must be based on the total package.
9. Disagreement: If, after, sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. The parties will share the mediator's cost equally. It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.
10. Waiver of Negotiations During Term of Agreement: The Board and the Union, subject to the limitation of law, agree that after an agreement has been reached, both parties shall voluntarily waive, during the term of the agreement, the right to re-open negotiations unless agreeable to both parties.
11. Continuous Operation of the Schools: Both parties to this agreement recognize their responsibilities for the education of the children of the community. The parties accept their obligation to utilize all reasonable means to maintain the uninterrupted operations of schools.
12. Withholding of Dues: Upon written notification, the Board shall deduct from the pay of each member of the Union who has authorized such deduction, such dues as the Union's constitution and by-laws may provide. Authorized dues deductions will be made each pay period. The Board shall promptly transmit to the Union all monies withheld. Said payroll deductions shall be on a uniform basis and the decision to deduct or not to deduct shall be made only once per year by each employee. No dues deducted shall be utilized by the Union for any political action funds.
13. Fair Share Fee:
 - a. The Board and the Union pledge to mutually support membership in the Union.
 - b. All full time members (i.e., 4.0 hours a day or more) of the bargaining unit and all future "new hires" (i.e., 4.0 hours a day or more) shall be required to maintain membership in the union or become fair share fee payers under the conditions set forth below.

c. Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the union a fair share fee for the representation of such nonmembers during the term of this contract subject to the provisions of a, b, c, above. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological cause not germane to the union's work in the realm of collective bargaining.

d. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the union, shall be transmitted by the union to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted.

e. Schedule of Fair Share Fee Deduction

(1) All Fair Share Fee Payers

Payroll deduction of the monthly fair share fees shall commence no later than the first pay date which occurs in the calendar month following the month of employment.

(2) Upon Termination of Membership the Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the 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 amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from termination of membership.

f. Procedure for Rebate

The union represents to the employer 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 union; 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.

g. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the association for advance reduction/rebate of the fair share fee pursuant to the internal rebate procedure adopted by the union.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Grievance Provision

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair consideration of their grievances.

B. Grievance Defined

A grievance is a written complaint alleging a breach of this contract between the Board and the recognized employee organization.

C. Party in Interest

The party in interest is the employee, a group of employees who individually submit grievances, or the Union. The Union shall only have the right to submit a grievance on behalf of an employee(s) if the employee(s) in interest agree that the Union may file a grievance in the name of the Union on his or her behalf.

D. Grievance Procedure

1. Step One: Informal conference with the Building Principal or immediate supervisor regarding the problem.

a. An employee shall request a conference with his/her Building Principal or immediate supervisor within ten (10) working days after the employee knew or should have known of the existence of the problem.

b. A conference to discuss the problem will be scheduled within five (5) working days after it has been requested. At this conference, both parties shall make a sincere effort to resolve the problem.

2. Step Two: Formal investigation and review by Building Principal or immediate supervisor.

a. If the grievant is not satisfied with the results of the informal procedure, the grievant may request, in writing, a formal review and investigation by the Building Principal or immediate supervisor.

- b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written grievance.
- c. A conference will be held with the employee and other interested parties invited by either participant at which time all parties may present information relative to the problem under study. The employee may invite a union representative to help prepare and present information at this hearing. Several conferences may be scheduled by mutual agreement to review all information and circumstances.
- d. This review will be completed and the decision communicated in writing to the parties involved in the proceedings within ten (10) working days after the final conference.
- e. The employee may appeal the Building Principal or immediate supervisor's decision to the Superintendent within five (5) working days of the receipt of the decision.

3. Step Three: Formal investigation and review by Superintendent.

- a. The grievant requests, in writing, a review and investigation by the Superintendent.
- b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written appeal.
- c. A conference will be held with the employee and other interested parties invited by either participant at which time all parties may present information relative to the problem under study. The employee may invite a union representative to help prepare and present information at this hearing. Several conferences may be scheduled by mutual agreement to review all information and circumstances.
- d. This review will be completed and the decision communicated in writing to the parties involved in the proceedings within ten (10) working days after the final conference.
- e. The employee may appeal the Superintendent's decision to the Board of Education within five (5) working days of the decision.

4. Step Four: Review by Board of Education.

- a. The grievant submits a written request to the Board for a review of the decision, stating his/her points of disagreement with the decision. The Board

will review all records of the proceedings and may confer with the parties involved. Such conferences shall be informal and in closed session. The Board may establish a committee of the Board to carry out the provisions of this section.

- b. If the employee so desires, the Union shall be notified in writing of the appeal and given an opportunity to represent the employee or to present a written statement to the Board within ten (10) days of the written appeal.
- c. The Board shall address the issue at its next regularly scheduled meeting with at least forty-eight (48) hours written notice to the Treasurer or Board President.
- d. The Board shall render a decision at the following next regularly scheduled meeting, with notice in writing to the employee within five (5) working days after said meeting.
- e. The employee may appeal the decision and request that the grievance be submitted to a fact finder as set forth below. However, upon the agreement of the Board and the Union, such appeal may be submitted to binding arbitration utilizing the services of the Federal Mediation and Conciliation Service (FMCS). If this option is selected, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Decisions and awards made by the arbitrator shall be final and binding on all parties unless they are contrary to law. In rendering his/her decision, the arbitrator shall have no right to substitute his/her judgment for that of the administration. Cost incurred in securing and utilizing the services of an arbitrator shall be shared equally by the Board and the Association.

5. Step Five: Review by Fact-Finder

- a. In the absence of an agreement to utilize binding arbitration as set forth above, the grievance may be submitted to a fact-finder at the request of the employee and/or the Union, provided written notice of the request for submission to a fact-finder is delivered to the Board within fifteen (15) calendar days after the date of the Board's written communication of its action under Step Four.
- b. Following the written notice of request for submission to the fact-finder, the employee and/or Union, and the Board shall each designate a person to nominate a fact-finder, and these two shall designate a person who shall be fact-finder. The appointment of the fact-finder shall be made within fifteen (15) calendar days of the appointment of the two persons designated to find a fact-finder.

- c. The fact-finder shall render his/her advisory opinion in writing within thirty (30) calendar days after appointment. The findings shall be submitted to both parties.
 - d. In rendering his/her advisory opinion, the fact-finder shall have no right to substitute his/her judgment for that of the administration.
 - e. The employee and/or the Union shall take action upon the findings of the fact-finder within thirty (30) calendar days of the receipt of the findings.
 - f. The Board shall take action upon the findings of the fact-finder at a special or regular meeting of the Board within thirty (30) calendar days of the receipt of the findings.
 - g. The cost of the fact-finder shall be shared equally by the employee and/or Union and the Board.
- 6. It is anticipated that the majority of the problems will be resolved at Step One of the procedure. The parties by written agreement may by-pass an agreed upon number of steps in the procedure.
 - 7. Conference required by this procedure will be scheduled at such times as will cause little or no disruption to the normal operation of schools.
 - 8. In any step above the informal level in the grievance procedure, if the employee requests, the Union shall be permitted to be present and/or participate.
 - 9. All grievances, responses, and resolutions of the grievances shall be given to the Union President.

ARTICLE 4 - PERSONNEL APPOINTMENT

A. Salary Schedule

- 1. At the discretion of the Board, individuals hired by the Board may receive up to a maximum of seven (7) years credit on the salary schedule for prior work experience with the board or for comparable outside work experience after input from the Union. The determination of the Board will be final and not subject to challenge by grievance or otherwise.
- 2. Regardless of an individual's combined prior substitute and/or work experience, no new hire shall receive more than seven (7) years' credit on the salary schedule.
- 3. All classified employees with less than one (1) year of service shall be evaluated by their immediate supervisor and/or the building principal at least two (2) times during the school year. After one year of service, all classified employees will be evaluated

annually.

4. Each employee shall have the opportunity, upon request to the Director of Business and after arranging a suitable appointment, to review the contents of his/her personnel file, excluding pre-employment information supplied the administration as confidential. The employee may have a representative of the Union present while he/she reviews his/her file.

An employee will be permitted to place in the personnel file his/her response to any correspondence which he/she feels is unjust concerning his/her work performance. The employee will be furnished a copy of any correspondence relating to his/her work performance which is to be placed in the employee's personnel file.

B. Posting of Positions

1. When a job vacancy occurs, notice of the job vacancy shall be given to the local union president not less than five (5) work days before the Board fills the vacancy. The notice shall include: the job vacancy, pay classification, and the proposed starting date.
2. Filling of Positions. Employees interested in a vacancy within their classification shall submit their applications in writing to the office of the Director of Business on or before the deadline listed in the posted notice. In this case, positions will be filled first from internal applicants in the classification before seeking an eligibility list from Civil Service or other outside applicants (depending upon the position in question).

Thereafter, positions remaining vacant may be filled from internal applicants, the Civil Service eligibility list, or other outside applicants (depending upon the position in question).

The final decision will be based on selecting the best qualified person for the position.

Subject to the last preceding paragraph, first consideration will be given to interested present employees from a District developed "A" list, based upon work performance, seniority in the district, and possession of the necessary physical capabilities to perform the job.

3. The Board, in conjunction with the Tallmadge Civil Service Commission, shall make every effort to maintain a current and valid promotional list for head custodian.

C. Work Schedules

1. The normal work week shall be from Monday through Friday of each week. The

normal daily schedule shall be eight (8) hours on each of the five (5) days in the normal work week, excluding lunch time. With the approval of the Director of Business, summer hours for twelve month employees may be adjusted to a four day work week. In such cases, overtime will be calculated on forty (40) hours per week only.

2. Time schedules for opening and closing of offices shall be fixed by the Superintendent.
3. a. All assigned duties beyond eight (8) hours per day and/or forty (40) hours per week shall be compensated by either compensatory time off at the rate of time-and-one-half or by payment at the rate of time-and-one-half. The employee may request either form of compensation and his/her choice shall be subject to the approval of the administrator in charge. The use of earned compensatory time will not be unreasonably restricted.
 - i. Employees may accumulate up to a maximum of 90 hours of Compensatory Time-Off. Employees will use Compensatory Time-Off as time-off while employed by the District. Unused Compensatory Time-Off at time of separation of employment will be paid at final rate of pay. Any employee with excess of 90 hours, as of July 1, 2013 will receive a one-time payment for those hours in the November 29, 2013 pay.
- b. No overtime work shall be permitted unless approved, in advance, by the Director of Business, Building Principal, or the Superintendent, or other appropriate administrative supervisor.
- c. Except where overtime is assigned because of a specific need or directly related to the skill of the employee, overtime in each building will be first offered to the custodial employee(s) in the building where the overtime occurs. If none of the custodians in that building wants the overtime, it will be offered to other building custodians in the District, then to the maintenance employees. A Head Custodian absent from duty shall be replaced with a substitute possessing a valid boiler operator's license or low-pressure boiler training completion certificate, if possible.
- d. Overtime records shall be posted on a bulletin board in an area available to all employees and shall be brought current each pay period. Scheduled overtime in each building shall be first offered to the employee with the lowest number of overtime hours. Refused hours will be charged as hours worked. The next employee with the lowest number of hours will be offered the overtime. Falsification of overtime records by an employee is subject to discipline.

- e. In the event overtime is not accepted by the appropriate employee(s), the Director of Business, Building Principal, or the Superintendent shall schedule those employee(s) having the least total number of overtime hours to date.
 - f. Hours worked on building checks or emergency call-ins will be included in the overtime schedule. Overtime will be equalized as agreed to at a later date.
- 4. No overtime work shall be permitted unless approved, in advance, by the Director of Business, Building Principal, or the Superintendent. Except where overtime is assigned because of a specific need or directly related to the skill of the employee, an attempt will be made to equalize overtime within the custodial maintenance departments.
 - 5. No employee shall be held responsible for the non-performance of any task that is left undone because of the lack of proper tools, equipment, or supplies. It shall be the responsibility of the employee to promptly notify his immediate superior of the lack of proper tools to perform the job. Final determination of what is or is not proper tools, equipment, or supplies shall rest with the Board and the administration.
 - 6. Any custodial, maintenance, food service, secretarial, mechanical and/or assistant mechanical employee who is required to report back to work for an emergency situation after the close of his/her shift and he/she has left the premises, or on any day that is not a regular work day, shall be paid a minimum show-up time of three (3) hours. This minimum time does not apply to overtime worked for scheduled activity assignments.
 - 7. The Board reserves the right to schedule employees within their assigned job classification(s).
 - 8. At the direction and discretion of the Director of Business, a custodian may be required to check a building on Saturdays, Sundays and/or holidays and, if said employee is so required, he/she will receive two (2) hours pay at the appropriate rate.

D. Seniority

- 1. "Classification Seniority" as used in Article 4 is defined as an individual's total continuous full-time service with the Board in that employee's classification. "District Seniority" as used in Article 4 is defined as an individual's total continuous full-time services with the Board regardless of that employee's classification.
- 2. For those individuals presently employed by the Board, individual seniority date(s) shall be agreed upon by the parties. The Board shall provide a seniority list not later than January 31 of each contract year.

3. Those individuals hired after December 31, 1991, for full-time positions, shall be considered probationary employees and not have a seniority date for one hundred eighty (180) days after their date of hire. Upon satisfactory completion of the probationary period, the individual's seniority date shall include the above 180 days

E. Layoff

1. Layoff shall be pursuant to Civil Service laws and regulations with the following modifications:
 - a. Cross-category bumping: Any laid off employee seeking to displace a less senior employee in a classification series in which they were previously employed must meet the following criteria:
 - (1) They are qualified to assume the duties of the new position;
 - (2) They have been employed in the particular classification they seek or a position higher in the classification series within the last five (5) years.
 - b. Special Needs Aide/Paraprofessional: Special Needs Aide/Paraprofessional positions may be immediately reduced by the Board when a disabled student or students to whom a Special Needs Aide/Paraprofessional is assigned, cease to attend in the District, graduate, are deemed no longer in need of Special Needs Aide/Paraprofessional assistance per the IEP team, or are otherwise unavailable to access such services. The layoff provisions of the Civil Service Law, Revised Code Chapter 124 are modified and expressly superseded with respect to the position of Special Needs Aide/Paraprofessional to the extent that if a displaced Special Needs Aide applies to bump the least senior Special Needs Aide/Paraprofessional, the Administration retains the right to make the reassignment and/or prevent such bumping in the best interests of the disabled student(s) affected based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans. Such a determination by the Administration will not be arbitrary or capricious. Special Needs Aides/Paraprofessionals who either do not apply to bump into another Special Needs position or who are otherwise displaced from the Special Needs Aide/Paraprofessional classification as the result of a layoff will be given the opportunity to pursue displacement rights which otherwise exist under this contract and/or to fill the next available Special Needs Aide/Paraprofessional position which becomes available and for which they are qualified and compatible based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans.

- c. Aide Classifications: For purposes of layoff and bumping, the following hierarchy of positions will apply:
- (1) Special Needs Aide/Paraprofessional - Those aides whose position is concerned with providing classroom support services to students with disabilities under IDEA or Section 504 whether through the specific terms of an IEP or 504 Accommodation Plan or otherwise, such as in the case of an inclusion classroom, etc.
 - (2) Educational Aide/Paraprofessional (instructional)
 - (3) General Aide/Paraprofessional - Office Aides and Library Aides.
 - (4) Student Monitor Aide - Those aides whose primary function is providing monitoring and/or supervision of students in either non-structured or non-classroom settings: Playground Monitor, Lunchroom Monitor, Hall Monitor, Bus Monitor, Study Hall Monitor.

F. Position Responsibilities, Job Descriptions and Professional Development

1. Bargaining unit members should communicate directly with their immediate supervisor concerning any questions or uncertainties relating to the appropriate performance of job duties for a given position.
2. Bargaining unit members will be provided with a copy of their current job description upon request.
3. For purposes of clarifying District "standard operating procedures" in each department, an "S.O.P. Committee" will be formed upon execution of this Agreement consisting of a representative, selected by Union President, from each of the six (6) departments, and up to an equal number of representatives selected by the Superintendent. The Committee will provide input to the Superintendent on or before June 30, 2011, unless extended by mutual agreement of the Committee and the Superintendent, regarding possible clarifications on operational procedures, supervision and "chain of command" issues, professional development concepts, areas of needed training, and possible revisions of job descriptions. Unless scheduled by the Administration for times during a bargaining unit member's regular work day, participation on the Committee will be voluntary and unpaid.
4. The Board will provide appropriate in-service professional development opportunities for all bargaining unit members. Regardless of whether such in-servicing is provided during a scheduled professional development day or "waiver" day, attendance will be mandatory and paid at the employee's regular

hourly rate.

G. Disciplinary Procedures

1. Right to Representation

A member of the bargaining unit shall have the right to be represented by a Union representative of his/her choice at any conference with an administrator which he/she reasonably may result in disciplinary action. However, a disciplinary conference shall not be unreasonably delayed due to the unavailability of a specific Union representative.

2. Disciplinary Responses

No employee shall be disciplined without good cause. Disciplinary responses shall be commensurate with the employee's offense, and progressive discipline will be followed. However, parties fully recognize that more serious offenses may be dealt with by appropriate disciplinary action up to and including termination depending upon the nature and severity of the misconduct.

Disciplinary responses available to the Board include verbal or written reprimands, suspensions and termination under Ohio Revised Code. Disciplinary measures may be repeated depending on the circumstances of the infraction.

3. Due Process

For disciplinary measures beyond verbal reprimand, employees shall be provided with notice of allegations prior to a scheduled meeting and an opportunity to be heard prior to the imposition of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions as provided in this agreement.

4. Privacy of Proceedings

Disciplinary actions shall be administered privately in the presence of appropriate personnel.

5. Termination shall be in accordance with Ohio Revised Code 3319.16 and any other relevant code sections.

H. Appeals of Disciplinary Suspensions and Terminations

Board action suspending employees without pay and/or terminations will be subject to appeal exclusively to the Tallmadge City Civil Service Commission.

ARTICLE 5 - FRINGE BENEFITS

A. Hospitalization- Life Insurance- Dental Insurance

1. Hospitalization:

The Board of Education shall provide part of the cost of hospitalization, surgical, and major medical insurance to classified employees under the Board approved group insurance programs as set forth in Appendix "A," and Appendix "B", according to the following provision:

- a. Hospitalization, surgical, and major medical insurance will be paid by the Board of Education for full time employees, i.e., all eight (8) hour a day, 10 or more month employees working forty (40) hours per week as set forth below. Vision coverage, through VSP, will also be provided to those eligible employees receiving hospitalization, surgical, and major medical insurance from the Board and upon the same basis (i.e., an employee with "single" medical insurance coverage will likewise be provided single vision coverage; an employee taking "family" medical coverage will be provided family vision coverage).

Beginning January 1, 2014 – 88% Board paid

To the extent allowable, the employee's contribution will be automatically deducted via payroll on a pre-tax basis. No Section 125 plan administrative costs will be incurred by the employee to withhold this premium share pre-tax.

- b. Part Time Employees: The Board will pay fifty-nine percent (59%) of the cost of premium of the Board plan (medical and/or dental) selected by all other employees. All bargaining unit members employed as of July 1, 2007, will retain the right to access coverage as set forth herein; however, anyone hired after July 1, 2007, must be full time in order to be eligible to access coverage under the Board plan(s).

Open Enrollment will occur every November.

2. Life Insurance:

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio Group Term Life insurance for each full-time classified employee in the amount of thirty-thousand dollars (\$30,000) plus an equal amount of accidental death and dismemberment coverage. Bargaining unit members may purchase additional term life insurance at the group rate, in \$10,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be

necessary to comply with requirements of the insurance carrier. Dependent life insurance coverage will be made available to employees at a flat rate.

3. Comprehensive Dental Insurance:

The Board of Education shall provide all or part of the cost of family dental insurance to classified employees under the Board approved dental insurance program as set forth in Appendix "A," according to the following provisions.

- a. Subject to the Employee Dental Insurance Premium Share set forth below, one hundred percent (100%) of dental insurance will be paid by the Board of Education for full time employees, i.e., all eight (8) hour a day, 10 or more month employees working forty (40) hours per week.
- b. Part Time Employees: The Board will pay fifty-nine percent (59%) of the cost of premium of the Board plan selected by all other employees. All bargaining unit members employed as of July 1, 2007, will retain the right to access coverage as set forth herein; however, anyone hired after July 1, 2007, must be full time in order to be eligible to access coverage under the Board plan(s). Eligible part-time employees (i.e., employed as of July 1, 2007) will not be charged the additional premium share set forth below.
- d. Employee Dental Insurance Premium Share

A dental premium share will be assessed to full-time employees as follows:

Effective January 1, 2014 Board paid 88%

This contribution will be automatically deducted via payroll on a pre-tax basis. No Section 125 plan administrative costs will be incurred by the employee to withhold this premium share pre-tax.

Open Enrollment will occur every November.

4. COMPREHENSIVE WELLNESS INITIATIVE

Beginning with the 2010-2011 contract year, a voluntary employee wellness program will be implemented. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual, encourage modifications of his or her health status, and enhance his or her personal well-being and productivity, with a goal of preventing injury and illness. The program will include the following provisions:

- a. An annual voluntary on-site biometrics screening provided at no cost to the employee. The on-site screening shall provide confidential employee information in five (5) key wellness categories.

1. Health risk assessment
 2. Non-smoker or participation in a smoking cessation program
 3. Low-density Li-protein (LDL)/High-density Li-protein (HDL)- Cholesterol
 4. (BMI) Body-Mass Index
 5. Blood Pressure
- b. Effective January 1, 2011, employees who voluntarily participate in the annual on-site biometric screening will also have the opportunity to earn Deductible Credits. Deductible Credits are defined as discounted units to be applied directly against the major medical plan deductible. Each credit shall be worth \$80 for single enrollees and \$160 for family enrollees. All credits shall be applied against the top of the deductible (e.g., reducing the in-network deductible from \$500 to \$100 per single and from \$1,000 to \$200 per family and out-of-network deductible from \$600 to \$200 per single and \$1,200 to \$400 per family). A maximum of five (5) credit units can be applied in any one calendar year period. Deductible Credits are non-transferable and are only applicable against claims incurred during the same calendar year.

Deductible Credit shall be awarded for 1) meeting or exceeding the established biometric target or targeted improvement metrics from the prior year's results. (Deductible Credits for the year shall be based on scores from the Fall biometrics screening.) or, 2) by being under a doctor's care for condition.

Employees unable to reasonably meet the established improvement metrics or target score due to a physician's documented medical condition or chronic illness will receive the established Deductible Credit. (See Appendix K for Wellness Illustration).

- c. It is the intent of the parties that the increase in deductibles is tied to the ability of bargaining unit members to earn credits to buy down the deductibles as stated herein. If bargaining unit members lose the ability to earn credits to buy down the deductibles as stated herein, the deductibles (i.e. the program is discontinued, etc.) shall go back to \$100 single and \$200 family in-network and out-of-network to \$200 single and \$400 family.
- d. Family members may voluntarily participate in any of the screenings. Their scores shall not be considered in the deductible credits.

B. Medical Insurance Plan-Employee and Dependents:

Employee health, prescription drug and dental benefits shall be provided as set forth in Appendix "A."

Apex will act as the Third Party Administrator and oversee the paying of all insurance claims for SummaCare.

Aultra will act as the Third Party Administrator and oversee the paying of all insurance claims for Medical Mutual.

C. Holidays

July 4, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, one (1) extra day during the Christmas vacation, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, and Memorial Day. These days apply to eleven (11) or twelve (12)-month employees only.

For employees working less than eleven (11) months: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Presidents Day and Memorial Day.

For employees working less than eleven months (11) months, if they are scheduled for work immediately before and/or immediately after the 4th of July, then the 4th of July shall also be a holiday.

An employee is entitled to pay for the holidays listed, provided he/she accrued earnings on the next preceding and next following scheduled work days before and after such holiday, or was properly excused from attendance at work on either or both of those days.

If any holiday falls on a Saturday or a Sunday, the employee shall be given either the previous Friday or the following Monday off at the discretion of the Board of Education.

If any employee is required to work on any holiday, he/she shall either be paid at the rate of one-and-one-half (1½) times his/her hourly equivalent or be granted compensatory time off at the rate of one-and-one-half (1½) times his/her regular hours at the discretion of the Director of Business. Such time shall be in addition to the holiday pay.

For the holidays set forth above not strictly set forth by statute, to-wit: the Friday following Thanksgiving Day, the one extra day during Christmas vacation, and Good Friday; the Board shall retain the right to change the school calendar and these designated holidays due to emergency situations. President's Day, as determined by the Board of Education's calendar, will be an additional paid holiday for all classified personnel. In no event, however, will the actual number of holidays be reduced during any one given school year.

Employees who agree to work on a listed holiday for regular pay may "trade" that day for a personal holiday. Such personal holiday may be taken by the employee with two weeks notification at any time during the summer break (i.e., following the last teacher day in the spring and before the first teacher day in the fall). All other dates for the use of a personal

holiday must be with prior approval of the Business Manager. The Business Manager retains the right to limit the use of personal holidays to one per classification per building per day.

D. Vacations

Each full-time 12 month classified employee, after service of one calendar year with the Board of Education, shall be entitled, during each year thereafter, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays. These same employees continuing in the employ of such Board for six (6) or more years of service shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks. Employees with eight (8) or more years of service shall be entitled to vacation leave with full pay in the following amounts, excluding holidays:

1.	8 years	--	3 weeks and 1 day
2.	10 years	--	3 weeks and 2 days
3.	12 years	--	3 weeks and 3 days
4.	14 years	--	3 weeks and 4 days
5.	15 years	--	4 weeks
6.	20 years	--	5 weeks

Each full-time, 12 month, classified employee who has worked less than one year shall receive vacation according to the following schedule:

1. Less than Six Months- 0 Days
2. Six to Nine Months- 3 Days
3. Nine Months to less than One Year- 4 Days.

Vacation days taken during the first year of employment shall be deducted from the first year's earned vacation entitlement.

Custodians may take up to two weeks of their earned vacation during the time school is in session, but not more than two custodians at a time in the system. All of the earned vacation will be taken when school is not in session.

Full-time employees may accumulate vacation time to the extent of no more than four weeks continuous vacation in any given year. Only one week of vacation may be carried over.

Bargaining unit members moving from part-time to full-time employment will receive percentage vacation credit based on hours worked in the Tallmadge City Schools (i.e., actual hours worked divided by 2,080 hours, converted to a yearly figure to be rounded up if over half a day or rounded down if under half a day).

Employees with four (4) or more weeks of vacation may substitute pay for a maximum of two weeks of vacation per year. Payment will be made through payroll within thirty (30) days of an employee's request for substitution of pay and verification from the Treasurer's office.

All vacations must have the approval of the Superintendent/designee.

E. Mileage

All classified personnel shall be paid mileage at the IRS rate per mile for authorized use of private vehicle used to conduct school business.

F. Severance Pay

1. Employees of the Tallmadge Board of Education, upon retirement from active service under the provisions of the appropriate public employees retirement system, shall receive severance pay equal to one-fourth (3) of his/her accumulated sick leave days up to a maximum of sixty-eight (68) days. Said payment shall be based on the average per diem rate of pay for the three (3) highest paid years to which Ohio sick leave credit was earned.
2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the appropriate system that the first check has been cashed; provided, however, that the retirement be effected within one year from the 1st active service.
3. The above payments shall be exempt from deductions, except as provided by law.
4. Each employee shall have the option of receiving his/her severance pay any time within twelve (12) months after the effective date of leaving active service with the Board of Education.
5. Substitute Compensation
 - a. When custodians substitute for head custodians or maintenance personnel, they shall be paid the higher rate starting with the fourth (4th) day of substituting in any school year.
 - b. When assistant cooks substitute for managers, they shall be paid the manager's rate starting with the fourth (4th) day of substituting in any school year.
 - c. When non-instructional paraprofessionals substitute for educational paraprofessionals, they shall be paid the higher rate starting with the fourth (4th) day of substituting in any school year.

- d. When any person substitutes as set forth in paragraph a, b, or c above, he/she shall move laterally to his/her step on the other scale and will be compensated for hours worked at that rate of pay. Said hours to be worked shall be the usual and normal number of hours worked by the employee being replaced.

G. "Pick-Up" of Employee's Contribution to the School Employee's Retirement System

1. The Treasurer will contribute to the School Employee's Retirement System of Ohio (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution, in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.
2. The total annual salary and salary per pay period for each employee shall be the salary otherwise payable under their contracts. The total annual salary per pay period of each employee shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
3. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
4. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence or for any other similar purpose.

5. The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
6. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after January 1, 1984.
 - a. Aides and/or paraprofessionals assigned to field trips who are required to work beyond regular hours as a result of that assignment will be paid for all hours actually worked. Employees who are asked to attend as chaperones on such trips will be paid their regular shift pay, plus their proportionate share of any available stipend paid for such trip.

H. Violations of Drug/Alcohol Abuse Policy

Subject to the following conditions, an employee testing positive for any chemical, drug, or alcohol abuse shall immediately be placed on an unpaid leave of absence not to exceed three (3) months.

1. An employee involved in an accident where any bodily injury, and/or more than minor property damage is involved and the employee tests positive for any chemical, drug or alcohol abuse in a post accident test, the employee shall have his/her employment terminated.
2. An employee who successfully completes rehabilitation directed by the M.R.O. may be returned to his/her previous job, or a similar job, within the aforementioned three (3) month period at the discretion of the Board.
3. An employee who does not successfully complete rehabilitation as directed by the M.R.O. within the three (3) month period shall have his/her employment terminated.
4. An employee testing positive for any chemical, drug, or alcohol abuse a second time during his/her employment shall have his/her employment terminated.

ARTICLE 6 - LEAVES OF ABSENCE

A. Length of Leave of Absence

Leaves of absence shall not be granted for more than one year or for no longer than the remainder of the school year when requests are presented after the school year has begun. However, an additional request for extension of any additional year of leave of absence may be considered.

B. Special Leave

Each member of the bargaining unit shall be entitled to three (3) days of absence, with

pay, each school year for special reasons, which days shall not be deducted from Sick Leave. An employee will submit a Special Leave Form for signature by his/her principal/supervisor and approval by the Superintendent/designee no less than five (5) days in advance of such leave, whenever possible. In those circumstances where these notice provisions cannot be met, an employee who is absent for a qualifying reason as set forth in this provision shall submit a completed Special Leave Form no later than immediately upon his/her return to work. The submitted form shall contain a certification by the employee that his/her absence was not in violation of this provision. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken. There should be no expectation that unpaid days will be authorized for unapproved Special Leave days.

Special leave shall include, but not be limited to:

1. Funeral in the employee's family not covered by the sick leave policy.
2. Illness in the family not covered by the sick leave policy.
3. Mandatory court appearance.
4. Urgent or unusual family obligation such as adoption, weddings, graduation, over which the employee has no direct control.
5. Attendance at conventions or convocations of fraternal groups, religious societies, civic organizations.
6. Business activity of major significance which cannot be handled before or after school or on a weekend.
7. Personal/private activity of major significance which cannot be handled before or after school or on a weekend.
8. Parent-teacher conferences involving employee's children.
9. Other good and sufficient cause with approval of the Director of Business (requires explanation).

Special leave shall not include the seeking of or participation in gainful employment; making application for employment elsewhere; vacation; purchasing an automobile, major electrical appliance, etc.; accompanying a husband or wife on a business trip; extension of Sick Leave; a friend's illness; wedding anniversaries; for the participation or assistance in any strike or strike-related activity within or outside the District; and other examples of seemingly emergency nature which in reality could be taken care of through other arrangements.

Special Leave on the following days shall be only after the approval of the Superintendent or his designee:

1. The first and last days of school;
2. The school day preceding or following a day (or days) when school is closed for holidays;
3. Professional conference days.

Any unused special leave will be added to an employee's accumulated Sick Leave at the end of each school year.

C. Family Medical Leave Act

The parties adopt the Family Medical Leave Act (FMLA) by reference. The FMLA, as amended, and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The employee is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

All other existing insurances (i.e. Insurances not required under F.M.L.A.) shall be maintained subject to availability of such insurances from the insurance provider company. The employer shall exhaust all accrued sick leave as part of the twelve week F.M.L.A. Period.

Seniority shall accumulate during the twelve week F.M.L.A. period. Sick leave and/or vacation entitlements shall accrue during the twelve week F.M.L.A. period on a pro-rata basis paid to unpaid leave (e.g., 4 weeks of paid sick leave plus 8 weeks of F.M.L.A. leave-meets the required twelve week F.M.L.A. period and would entitle the employee to accumulate one-third ($\frac{1}{3}$) of the employee's regular sick leave and/or vacation entitlements).

Upon return from a F.M.L.A. leave, an employee will normally be returned to the employee's prior assignment and wage to which the employee would have received had the employee not taken a leave. The Board may, at its discretion, assign returning employees to a new work site after meeting and discussing the reasons for the assignment with the employee. Notwithstanding, bus drivers returning from a F.M.L.A. leave shall be returned to a position per the parties' past practice.

D. Jury Duty/Court Leave

1. Any employee who is required to be absent from duty to perform jury service during

his/her scheduled work period will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the employee. An employee receiving notice to appear for jury duty shall notify the Superintendent as far in advance of the absence as possible, utilizing the special leave form.

2. If an employee is subpoenaed by the Board to serve as a witness in a court action, or if an employee is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to an employee filing suit against the Board, or against one or more of its employees. A member of the bargaining unit receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the special leave form.

E. Absenteeism

1. The parties acknowledge and agree that regular attendance by bargaining unit members is essential to the operation of the District. It is the responsibility of every bargaining unit member to either be in attendance on the job or to be in an appropriate authorized leave status.
2. The misuse and/or abuse of leave by bargaining unit members is grounds for disciplinary action. Instances of pattern and/or excessive absenteeism will be investigated and, where substantiated, made a part of the evaluation process and/or result in appropriate disciplinary action up to and including termination.

F. Deduct Days

1. Bargaining unit members may request deduct days by filing the appropriate form with the Superintendent/designee.
2. Nothing in this Article or Agreement shall be construed so as to create an expectation that "deduct" days will be granted to any bargaining unit member who has exhausted all sick leave and advancements and who is not in any other authorized leave status, nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence up to and including termination.

ARTICLE 7 - COMPENSATION

Direct Deposit and Pay Periods

All employees are required to have his/her pay electronically deposited into a financial institution for which direct deposit is available.

All employees will receive compensation over 24 pay periods per year.

A. SECRETARIAL WAGE SCHEDULES (HOURLY)

**Class I - School
Secretaries**

<u>Steps</u>	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	12.01	12.19	12.37
1	12.33	12.51	12.70
2	12.65	12.84	13.04
3	12.99	13.19	13.38
4	13.33	13.53	13.74
5	13.69	13.89	14.10
6	14.05	14.26	14.48
7	14.42	14.64	14.86
8	14.80	15.03	15.25
9	15.19	15.43	15.66
10	15.60	15.83	16.07

B. PARAPROFESSIONAL WAGE SCHEDULES (HOURLY)

Parapro Non-instructional

<u>Steps</u>	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	11.80	11.98	12.16
1	12.09	12.27	12.46
2	12.39	12.57	12.76
3	12.69	12.88	13.08
4	13.00	13.19	13.40
5	13.32	13.52	13.72
6	13.65	13.85	14.06
7	13.98	14.19	14.40

8	14.33	14.54	14.76
9	14.68	14.89	15.12
10	15.04	15.26	15.49

Parapro Instructional

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	12.01	12.19	12.37
1	12.33	12.51	12.70
2	12.65	12.84	13.04
3	12.99	13.19	13.38
4	13.33	13.53	13.74
5	13.69	13.89	14.10
6	14.05	14.26	14.48
7	14.42	14.64	14.86
8	14.80	15.03	15.25
9	15.19	15.43	15.66
10	15.60	15.83	16.07

1. All educational (instructional) paraprofessionals employed by the Board must:
 - a. Complete at least two (2) years of study at an institution of higher education; or
 - b. Obtain an associate's degree or higher degree; or
 - c. Pass the formal State academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses: (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or (2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.
2. In order to assist those current educational paraprofessionals who do not yet meet the above criteria to complete this educational requirement, the Board shall continue to offer training opportunities to said employees to assist them in preparing for the formal State Paraprofessional assessment described above. Such opportunities may include "in-District" seminars or other pre-approved training/preparation classes.
3. The Board will reimburse current educational paraprofessionals who do not yet meet the above criteria for the cost of the State Paraprofessional test on a one-time, first time basis.

4. Educational Paraprofessionals include Special Needs Assistants/ Paraprofessionals, Educational Aides/Paraprofessionals engaged in instruction, and Title I Aides/Paraprofessionals.
5. Non-educational (non-instructional) paraprofessionals include Office Aides/Paraprofessionals and all Student Monitor Aides/ Paraprofessionals: Library Aides/Paraprofessionals, Playground Aides/Paraprofessionals, Lunchroom Aides/Paraprofessionals, Bus Monitors, Hall Monitors, and Study Hall Monitors.
6. Paraprofessionals will be reimbursed for the costs associated with any required certificate renewals.
7. Paraprofessionals assigned to be in attendance on field trips will be provided with unpaid one-half hour meal breaks unless they are requested by the administration/designated supervising educator to stay with the group or child during meals. If so requested, a paraprofessional will be paid for time during meals. Responsibilities of the paraprofessional for meal times during field trips should be addressed prior to the initiation of the field trip.

C. MAINTENANCE WAGE SCHEDULE (HOURLY)

Maintenance

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	15.91	16.15	16.39
1	16.25	16.50	16.75
2	16.61	16.87	17.12
3	16.98	17.24	17.50
4	17.35	17.62	17.88
5	17.73	18.00	18.28
6	18.12	18.40	18.68
7	18.52	18.81	19.09
8	18.93	19.22	19.51
9	19.35	19.64	19.94
10	19.77	20.07	20.38

Maintenance/HVAC

<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
\$24.73	\$25.10	\$25.47

D. LUNCHROOM WAGE SCHEDULE (HOURLY)

LR Manager

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	12.82	13.01	13.21
1	13.06	13.26	13.46
2	13.31	13.51	13.71
3	13.56	13.77	13.97
4	13.82	14.03	14.24
5	14.08	14.30	14.51
6	14.35	14.57	14.78
7	14.62	14.84	15.06
8	14.90	15.13	15.35
9	15.19	15.41	15.64

LR Cooks Helpers

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	11.54	11.71	11.89
1	11.79	11.96	12.14
2	12.04	12.22	12.40
3	12.30	12.48	12.67
4	12.57	12.75	12.94
5	12.84	13.03	13.22
6	13.11	13.31	13.50
7	13.39	13.59	13.79
8	13.68	13.89	14.09

E. CUSTODIAL WAGE SCHEDULE (HOURLY)

Effective July 1, 2010, the "Secondary Head Custodian" schedule will be restructured as two separate salary scales: "High School Head Custodian" and "Middle School Head Custodian" with adjusted hourly rates listed below. In addition, the "Head Custodian – Groundskeeper" position will be paid on the "Middle School Head Custodian" salary schedule.

The Board will reimburse custodians for costs associated with any required boiler license renewal/updating, including training.

Head Custodian Elem

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	16.32	16.56	16.81
1	16.57	16.81	17.06
2	16.81	17.07	17.32
3	17.07	17.32	17.58
4	17.32	17.58	17.84
5	17.58	17.84	18.11
6	17.85	18.11	18.38
7	18.11	18.38	18.65
8	18.39	18.66	18.93
9	18.66	18.94	19.22

Head Custodian High School

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	17.47	17.73	18.00
1	17.73	18.00	18.27
2	18.00	18.27	18.54
3	18.27	18.54	18.82
4	18.54	18.82	19.10
5	18.82	19.10	19.39
6	19.10	19.39	19.68
7	19.39	19.68	19.97
8	19.68	19.98	20.27
9	19.97	20.27	20.58

Head Custodian Middle School

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	16.96	17.21	17.47
1	17.22	17.47	17.73
2	17.47	17.73	18.00
3	17.74	18.00	18.27
4	18.00	18.27	18.54
5	18.27	18.54	18.82
6	18.55	18.82	19.10

7	18.82	19.11	19.39
8	19.11	19.39	19.68
9	19.39	19.68	19.97

Custodian Boilers License

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	14.52	14.74	14.96
1	14.76	14.98	15.21
2	15.01	15.23	15.46
3	15.26	15.48	15.71
4	15.51	15.73	15.97
5	15.76	15.99	16.24
6	16.02	16.26	16.50
7	16.29	16.53	16.78
8	16.56	16.80	17.05
9	16.83	17.08	17.34
10	17.11	17.36	17.62
11	17.39	17.64	17.91

Custodian

Steps	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	14.31	14.52	14.74
1	14.55	14.76	14.98
2	14.79	15.01	15.23
3	15.03	15.26	15.48
4	15.28	15.51	15.73
5	15.53	15.76	15.99
6	15.79	16.02	16.26
7	16.05	16.29	16.53
8	16.31	16.56	16.80
9	16.58	16.83	17.08
10	16.86	17.11	17.36
11	17.13	17.39	17.64

Cleaner

<u>Steps</u>	<u>FY-14</u>	<u>FY-15</u>	<u>FY-16</u>
0	12.82	13.01	13.21
1	13.16	13.35	13.55
2	13.40	13.59	13.79
3	13.65	13.84	14.04
4	13.90	14.09	14.29
5	14.16	14.35	14.55
6	14.42	14.61	14.81
7	14.69	14.88	15.08
8	14.96	15.15	15.35

Cleaner Notes:

1. The opportunity is available to kitchen staff as supplemental work to their kitchen duties. Civil Service has approved the position and intends to add cleaning-related questions to the cook civil service exam. The existing lunchroom staff are grand-fathered within civil service requirements (no new test required for existing staff).
2. Schedule: Same schedule as cooks. 189 days (school days plus time at begin and end of year to prepare/close kitchens). Up to total (combined) of 8 hours per day plus overtime (OT).
3. Overtime: OT priority goes to custodians and maintenance. Cook/Cleaner eligible if OT turned down by all eligible custodian and maintenance staff.
4. Timecards: separate timecards would be completed for time worked in kitchen and time worked cleaning.
5. Pay: Time worked in kitchen would be paid at *existing* Lunchroom Wage Schedule (page 34 of Agreement). Time worked cleaning would be paid per *new* Cleaner Wage Schedule above (developed by taking midpoint of Cook/Helper rate and Custodian w/o Boiler License rate at each Step):
 5. Longevity Increases
 - a. A longevity increase of five hundred (\$500) dollars shall be added to the employee's total compensation after fifteen (15) years of service.
 - b. An additional longevity increase of seven hundred (\$700) dollars shall be added to the employee's total compensation after twenty (20) years of service.

- c. All longevity increases shall be paid on a pro-rated basis according to number of hours worked as a percentage of an eight hour day. Any employee working less than eight hours per day and receiving a longevity stipend prior to January 1, 1989, shall not receive a lesser amount in longevity stipend than he/she is currently receiving.
- d. In the final year of employment, a member working 120 days shall receive credit for one (1) years of service for purposes of longevity pay.

6. Work Breaks

In addition to unpaid lunch break, full time, eight hour employees are entitled to a paid fifteen (15) minute break before lunch and a paid fifteen (15) minute break after lunch.

F. Background Checks

Employees shall be reimbursed for the cost of renewing state mandated background checks. Employee shall present a proper receipt for payment to the treasurer's office for reimbursement.

ARTICLE 8 - SICK LEAVE

A. Rate and Method of Accumulation

1. Basic Sick Leave Allowance:

One and one-fourth (1-1/4) work days, with full pay, will be granted each employee as sick leave for each completed calendar month of service (15 days a year unlimited accumulation to be allowed).

New employees shall be credited, however, with a minimum of five (5) days sick leave after the first day of service, which five days shall not be increased until all shall have been earned as provided above.

B. Purposes for Which the Accumulated Sick Leave May Be Used

1. Personal Illness:

An unspecified number of days at full pay, not to exceed the accumulation, may be used by the employee for personal illness, pregnancy, or injury.

Under this Article, a statement may be required from the attending physician or qualified practitioner approved by the Superintendent of Schools certifying the employee's inability to work and such statement shall be required for absences

resulting from a disability due to illness, pregnancy, or injury and where an employee's absence exceeds five (5) full work days.

2. **Illness in the Employee's Family:**

Employees may also utilize sick leave for illness or injury in the employee's immediate family.

A statement may be required from the attending physician or qualified practitioner approved by the Superintendent of Schools certifying the employee's inability to work due to the illness and/or injury of an immediate family member and such statement shall be required where an employee's absence exceeds five (5) full work days.

3. **Death in the Employee's Family:**

A maximum of five (5) days under this Article with full pay may be allowed in each case of death in employee's immediate family- parents, children, grandparents, sister, brother, husband, wife, father-in-law, mother-in-law, or anyone who has virtually held the capacity of parent or child. The Superintendent of Schools may, where extenuating circumstances prevail, grant additional days.

C. Accumulated Sick Leave

All sick leave accumulated will be reflected by the concept of "a day is a day" regardless of hours worked by the employee. Any change in work assignment and/or hours will not require any adjustment of sick leave days accumulated.

Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

ARTICLE 9 - CALAMITY DAYS

- A. On an annual basis, employees will not suffer loss of salary due to school calamity days in accordance with state law. A calamity day is defined as a day when schools in which employees work are closed owing to an epidemic, adverse weather, or temporary building closing for safety or health reasons.
- B. Any employee requested by the Superintendent or his designee to work on a day when schools are closed due to a calamity shall be paid at a rate of two (2) times his regular rate of pay for the hours actually worked and straight time for the balance of the work day. Under no circumstances shall an employee be paid more than two (2) times the regular pay for any regular work day. For the purposes of this item, no minimum show-up time applies.

ARTICLE 10- HEALTH AND SAFETY

- A. The Board will take reasonable efforts to provide a safe and healthy working environment for employees.
- B. As required by law and/or the terms of a student's IEP, 504 Accommodation Plan, or individual health care plan, any affected bargaining unit member providing services to such student shall have access to necessary and appropriate documentation concerning that student.
- C. The parties agree that the campus (i.e., all Tallmadge B.O.E. Property) will be smoke-free.

ARTICLE 11 - COOPERATIVE COMMUNICATIONS COMMITTEE

The Cooperative Communications Committee (CCC) will remain active throughout the life of this Agreement and continue to provide a process of open communications between the Union and the Board and a mechanism for issue resolution, fairness and participative problem solving. The Parties do not intend that the CCC will replace or supplant either the grievance or negotiations procedures set forth in this Agreement.

CCC meetings will be scheduled once every two months at the MEC from 11:30 a.m. – 1:00 p.m., or as otherwise determined by the agreement of the committee.

The CCC will have the authority to resolve issues presented, except where either the Board or the Union determine the need for formal action.

ARTICLE 12 - TUITION

All children of full-time classified employees (i.e. Four (4) hours or more per day) may attend the Tallmadge City School tuition-free with the following restrictions:

- 1. A written request for admission must be made to the Superintendent.
- 2. Acceptance will be based upon space available considerations. Space available will be determined by the Superintendent in consultation with the Building Administrator.
- 3. Excess costs that are generated to educate said students shall be the responsibility of the home district. No special needs student shall be admitted and/or retained unless the Tallmadge district has program and space available and until the home district has agreed in writing to reimburse the Tallmadge City Schools for present and future excess costs.

4. A written request may be initiated at any time at least thirty (30) days prior to beginning of school; however, students will only be admitted at the beginning of a new school year.
5. The district of residence shall be the residence of the employee.
6. Once a student is enrolled, that student may continue to attend the Tallmadge City Schools as long as attendance is continuous. If a student is withdrawn, readmittance may occur under the same restrictions that applied with regard to the initial application for admission.
7. The Superintendent's decision is final regarding all free tuition requests. That decision will be returned no later than seven (7) days prior to the first day for students.

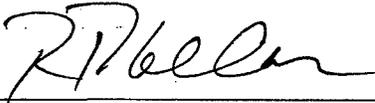
ARTICLE 13- SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of June, 2013

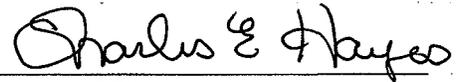
at Tallmadge, Ohio.

Signing for the Tallmadge
Board of Education:

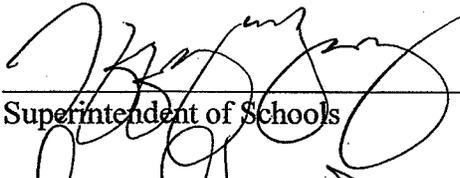
Signing for
SEIU Local 1 F&O Division 100



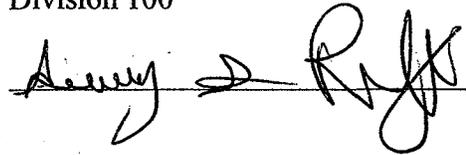
President, Board of Education



Director, SEIU Local 1 F&O
Division 100



Superintendent of Schools



Director of Business



Treasurer

APPENDIX "A"

DESCRIPTION OF HEALTH/PRESCRIPTION/DENTAL BENEFIT CHANGES

(For a complete description of benefits, please refer to the Tallmadge City School District Health Care Plan Booklet)

Deductible Medical (In-Network)

Family \$1,000

Single \$ 500

Deductible Medical (Out-of-Network)

Family \$1,200

Single \$ 600

Deductible Dental

Family \$100

Single \$ 50

Out-of-Pocket Medical (In-Network)

Family -- \$1,200 per year with lifetime maximum benefit: \$2,000,000

Single -- \$600 per year with lifetime maximum benefit: \$2,000,000

Out-of-Pocket Medical (Out-of-Network)

Family -- \$2,000 per year with lifetime maximum benefit: \$2,000,000

Single -- \$1,000 per year with lifetime maximum benefit: \$2,000,000

Prescription Drug Coverage Summary

Mandatory requirement of 'generic' when available and acceptable to physician

Pharmacy:

\$10 co-payment for retail 'generic'

\$25 co-payment for retail 'brand' (preferred)

\$35 co-payment for retail 'brand' (non-preferred)

Mail Order:

\$10 co-payment for retail 'generic'

\$25 co-payment for retail 'brand' (preferred)

\$35 co-payment for retail 'brand' (non-preferred)

Dental co-payment will pay eligible expenses (R & C) at the percentage indicated in the Schedule of Benefits.

(Effective November 1, 2007)

Physician Office Visit Co-Payment

A \$15 per network office visit co-payment will be required any office visit. A 'deductible' does not apply for the visit and the co-payment does not accumulate as an 'out-of-pocket' amount.