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AGREEMENT

COVENTRY

BOARD OF EDUCATION

AND

OAPSE LOCAL #131

JULY 1, 2013

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JUNE 30, 2015

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ARTICLE I – RECOGNITION

Section 1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for a bargaining unit composed of, but not limited to all regular custodial (Head Custodian; Assistant Head Custodian; Custodial Helper), maintenance (General; Utility; Facilities and Grounds Keeper), pupil transportation, (Bus Driver, Bus Attendant), cafeteria (Head Cook, Cook's Helper), clerical employees (all secretaries, except those specifically excluded, auxiliary clerk), mechanics (Head Mechanic, Mechanic), paraprofessionals, (Interpreters, Classroom Assistants, Lunch Recess Assistants, Lunch Recess Attendant(s), Classroom Attendants, Library Technicians, Communication/Technology Specialist, and Parent Mentor). Exclusions from this bargaining unit are the Superintendent, Treasurer, Assistant to the Treasurer, Financial Assistant, Accounting Assistant, Supervisor of Transportation, Superintendent's Secretary (Executive Assistant), Maintenance Coordinator, Central Office clerical employees, including Special Services, Curriculum, and Technology clerical employees, all certificated personnel, as well as all confidential employees, management level employees, EMIS Coordinator, Food Services Supervisor, Technology Maintenance, and supervisors. All subsequent inclusions and exclusions from the bargaining unit shall be based on provisions of 4117.01 O. R. C.

Section 1.2 Full time or regular part time non-teaching personnel have the right to join in, participate in, and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

Section 1.3 All newly created or substantially revised classifications, which are similar to job classifications included within the bargaining unit, shall become a part of the bargaining unit and covered by and subject to the terms and conditions of this Agreement.

Section 1.4 The Board shall notify the Union in writing when a new classification is created or when the job responsibilities of an existing classification are substantially changed. Within ten (10) days of such notice, the Union may request bargaining concerning the appropriate rate of pay for the classification. The Board retains the right to implement a proposed wage rate pending such negotiations.

ARTICLE II – NEGOTIATIONS

Section 2.1 A written request to open negotiations should be submitted no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration of the current Agreement.

Section 2.2 Within ten working days after receipt of the notice described herein, unless otherwise mutually agreed, the initial bargaining session shall be scheduled. Negotiation meetings shall be in executive session unless otherwise mutually agreed by both parties. Successor meetings shall be scheduled during the previous meeting.

Section 2.3 Representation shall be limited to no more than six (6) representatives each of the Board and the Union.

Section 2.4 Initial written proposals shall be presented at the first bargaining session. After this session, no additional proposals may be made by either party without mutual agreement.

Section 2.5 At no time during negotiations will either party issue a release to the news media unless it is mutually agreed upon by both parties. News releases may be made without mutual agreement after impasse

has been declared. Copies of any releases submitted after impasse has been declared must be submitted to the spokesperson for the other team.

Section 2.6 A tentative agreement on negotiated items shall be reduced to writing and initialed by the representative of each party.

Section 2.7 If fifty-one (51) calendar days prior to expiration of this Agreement the parties have not reached a new agreement, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist in reaching agreement. This is the exclusive dispute resolution procedure mutually agreed to by the parties. In the event that FMCS will not provide a mediator, then the parties shall mutually select a mediator either through the American Arbitration Association (AAA) as provided in AAA's rules and regulations or through such other agency as the parties may mutually agree. Cost of any such service shall be borne equally by both parties.

Section 2.8 – Tentative Agreement

(a) When a tentative agreement is reached, and initialed by both parties, the Board shall immediately, not to exceed five (5) work days, print and supply the Union with six (6) copies and one (1) disc of any changes from the current agreement. The Union shall supply the paper and the Board shall allow the Union to use the Board's copiers to make a hard copy for each member prior to the ratification vote.

(b) The Board shall meet formally to approve the agreement within seven (7) days of the Union's ratification, if possible, but in no event more than fifteen (15) days.

Section 2.9 Once both parties have ratified and signed the final agreement, the Board shall, within thirty (30) days, provide each member with a computer disc of the new agreement. In addition, the Board shall supply six (6) hard copies plus three (3) additional computer discs to the Union. New employees hired after July 1, 2006 shall received a disc from the Board.

ARTICLE III - BOARD RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV - PAY PROCEDURES

All classified hourly employees are required to complete, sign and submit a time sheet to their supervisor/principal for approval by Friday of each bi-weekly pay period. Hours are reported in ¼ -hour increments, rounded to the nearest ¼ hour. Approved time sheets must be submitted to the Treasurer's Office by Friday afternoon of the week before pay day. It is the employee's responsibility to be sure that his/her timesheet is submitted to the Treasurer's Office with sufficient time to be processed with each bi-weekly payroll period when that timesheet has not been submitted to the building in a timely manner. Hours worked on Saturday or Sunday of the bi-weekly pay ending Friday may be reported to the Treasurer's Office by noon on the following Monday to be included in the current pay. Falsification of a time sheet is grounds for disciplinary action up to and including termination.

Section 4.1 – Compensatory Time

(a) The Superintendent has the discretion of offering compensatory time off for extra days or hours worked. All compensatory time must be pre-approved by the building principal/administrator (prior to earning the compensatory time) and reported to the Treasurer when earned and when used.

(b) Employees shall fill out a form (as provided – see Appendix A) recording accumulated compensatory time and shall be approved by the Supervisor/Administrator, prior to such accumulation.

(c) An employee who has accrued compensatory time shall, upon termination, resignation, or becoming deceased prior to usage of accumulated compensatory time, be paid for the unused compensatory time at the appropriate rate of pay at the time of termination, no later than the second paycheck after the fact.

(d) Compensatory time earned in lieu of overtime shall be calculated at one and one-half (1-1/2) times the extra hours worked. Compensatory time earned in lieu of straight time shall be calculated at one (1) times the hours worked. Upon the Superintendent's approval, an employee that has accrued compensatory time shall be permitted to use such time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the school. (The request should be made within twenty-four (24) hours of the use of such time off, except in the case of emergency.)

(e) In the event an employee should leave the employment at Coventry Schools; die; resign or retire, prior to the usage of the accumulated compensatory time, the employee or his/her beneficiary shall receive the accumulation in the second pay following such instance.

(f) Compensatory time shall be used as soon as possible after earned during the current fiscal year, but not during the two weeks prior to the beginning of the school year (teachers' first day) nor during the last two weeks of the school year (teachers' last day).

Section 4.2 – Overtime

(a) Employees shall be paid at one and one-half (1-1/2) times their regular hourly rate after being in paid status in excess of eight (8) hours in any workday during the school year when students are in session, or forty (40) hours in any workweek. Payroll begins at 12:01 a.m. on Sunday and ends at 11:59 p.m. on Saturday. A normally scheduled work week shall be Monday through Friday.

During the summer months when students are not in regular session, employees shall be paid at one and one-half (1-1/2) times their regular hourly rate after being in pay status in excess of forty (40) hours in any workweek.

(b) Employees will be paid at one and one-half (1-1/2) times their regular hourly rate for all Sunday work, regardless of the number of hours worked during the week, with the exception of Sunday building checks, which shall be paid at two (2) times the employee's hourly rate for one (1) hour.

(c) Any employee who works on a holiday shall be paid straight time for all hours worked in addition to his/her regular pay for the day.

(d) Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked. Overtime/extra hours shall first be offered to regular employees in the building, within the classification series, on a rotating basis, starting with the most senior available employee, with the exception that, if the administration determines special skills or abilities are necessary for a particular overtime/extra-hour assignment, the rotation list may be disregarded. Accepting or declining an offer shall rotate the employee to the bottom of the list. If the employee was not available due to working in another capacity as a school

employee, the employee shall not rotate to the bottom of the list, but shall be offered the next overtime/extra hours opportunity.

(e) An employee who has accepted an overtime/extra hours opportunity assignment that is then cancelled shall be offered the next overtime/extra hours opportunity. Employees may accept an overtime/extra hours opportunity provided the overtime/extra hours opportunity does not prohibit the employee from doing his/her own contracted job.

(f) The administration shall establish a rotation list based on seniority for overtime/extra hours work, by building, for each classification series and the list shall be from school year to school year.

Section 4.3 – Building Rentals/Building Checks

(a) A custodian will be compensated for the duration of a building rental if the rental is an extension of his/her normal workday or forty (40) hour work week at the applicable rate of pay.

(b) A custodian will be compensated for the duration of the activity plus the cleanup time for any building rental activity scheduled in the building on Saturday or Sunday at the applicable rate of pay.

(c) When approved high school athletic activities are conducted on Saturdays, Sundays, holidays and evenings involving participation of our students and admission is charged, the sponsor of the activity will open the building. A custodian will be employed for cleanup and to close the building.

(d) When an area of the building is being used for other school-related meetings or activities and a school official is in charge or for community related activities, custodial personnel may be employed if cleanup is necessary.

(e) If cleanup by any particular group becomes a continuing problem, the custodian will notify the building principal who will deny future use of the building or require a custodian to be employed.

(f) Employees required to do building checks on Saturday shall be paid a minimum of one (1) hour at time and one-half their hourly rate. Employees required to do building checks on Sunday or a holiday shall be paid a minimum of one (1) hour at two (2) times their hourly rate.

(g) Building checks shall be offered to the custodian within the building with the most classification seniority. If said employee turns down the offer, it shall be offered to the next senior custodian within the building until the building check offer is filled.

(h) When a three-day weekend includes no school on Friday, the weekend building checks will be done on Saturday. When a three-day weekend includes no school on Monday, the weekend building checks will be done on Sunday.

(i) Building checks will not be required two days in a row except in an emergency. If the building checks are required to be done two days in a row by the Administration, the same employee shall have the first opportunity for such assignment and shall not be subject to disciplinary action if he/she refuses either day of the two-day assignment.

Section 4.4 – Calamity Days

In the event of a calamity day, Head Custodians and the Maintenance Department are required to report to work. Those employees who are required or asked to work on a calamity day shall be given compensatory time for the number of hours worked that day in addition to their calamity day pay in their regular paycheck. Any employee reporting on his/her normal work schedule, prior to a calamity day being declared, shall be paid for the time worked prior to the declaration of the calamity day in addition to his/her calamity pay.

Section 4.5 – Extra-curricular Events

(a) The District's seniority list shall serve as the basis for determining a rotation list for extra work for all employees. Extra-curricular events (not overtime opportunities) will be offered to employees in the order they appear on the district seniority list by classification series within the building; except that, if the administration determines special skills or abilities are necessary for a particular extra-hour assignment, the rotation list may be disregarded. In the event that no one in the needed classification series within the building is available, other members, by district seniority, may be offered the extra-curricular event hours.

(b) Accepting or declining the offer shall rotate the employees to the bottom of the list. If the employee was not available due to working in another capacity as a school employee, the employee shall not rotate to the bottom of the list, but shall be offered the next extra-curricular event. Employees may accept an extra-curricular event provided that the extra-curricular event does not prohibit the employee from doing his/her own contracted job.

ARTICLE V - SUBSTITUTE PAY

Section 5.1 – Rates for Substituting for Other Bargaining Unit Members

(a) In the event a regular employee works in a higher paid classification than the employee's regular job (Job #1 on the employee's time sheet), the employee shall be paid the base rate of pay for the higher paid classification for all hours/days worked. If the regular employee works in a lower paid classification than the employee's regular job, the employee shall receive the highest rate of pay for the lower paid classification for all hours/days worked. If the employee works in a classification that has the same salary schedule hourly rates as the employee's regular job, the employee shall be paid the same rate as the employee's regular position.

(b) In the event that a bargaining unit member substitutes for a cook's helper, those hours shall be paid at the same hourly rate as non-bargaining unit employees substituting as cook's helpers, but no less than \$7.50. Regular bargaining unit members will be offered the first opportunity to substitute as a cook's helper.

Section 5.2 – Bargaining-Unit Members Substituting for Bargaining-Unit Members

(a) When a classified employee is absent, other classified employees in his/her respective classification series, within the building, shall have the opportunity, by classification series seniority, to substitute for the absent employee.

(b) In the event an absence extends beyond ten (10) consecutive workdays and no employee within the building in the classification series is available or able to substitute, the most senior employee in the district, based on his/her respective classification series seniority, shall be offered the position, to begin on the eleventh (11) consecutive workday and extending until such time as the absent employee returns. If the senior employee within the respective classification series in the district declines the position, the next senior employee in the district in the respective classification series in the district shall be given the opportunity to substitute until the position is filled. The employee substituting will be required to substitute until the absent employee returns.

(c) Upon the return of the absent employee, 5.2 (b) will immediately be utilized to allow the senior employee in the district, within the classification series, the opportunity to substitute for another employee that

has been absent from his/her position for a period of eleven (11) consecutive workdays. If a less senior employee or a substitute has been substituting in that position, he/she shall return to his/her previous status, and the senior employee shall replace him/her until the absent employee returns.

Section 5.3 A substitute is a person assigned to fill a position that is currently vacated by an existing contracted employee. Employer rights to hire a substitute shall be limited only by the terms of this Agreement

Section 5.4 Any non-bargaining unit employee who works in a bargaining unit classification shall be paid at a rate less than the entry level for that classification assignment.

ARTICLE VI - REDUCTION IN FORCE

Section 6.1 If it becomes necessary to reduce the number of employees or hours in a job classification due to the abolishment of positions, lack of work, or lack of funds, the Board may make such reductions through the Reduction in Force procedure set forth herein.

Section 6.2 - Definitions

Attrition - not employing replacements, insofar as practicable, for employees who resign or retire.

Classification Seniority - the most recent date of entry into the classification, as a contracted bargaining unit employee computed by the first day of work as per Section 7.1 or the first day worked in the position after the expiration date of the posting, whichever is earlier, and without a break in service.

Classification Series Seniority - the combined total of all classification seniority accumulate within a classification series without a break in service.

District wide Seniority - the date determined by the most recent date of hire by the Coventry Local School District as a contracted bargaining unit employee computed by the first day of work as per Section 7.1 or the first day worked in the position after the expiration date of the posting, whichever is earlier, and without a break in service.

Ties in Seniority - if the seniority date should be the same, then seniority shall be determined, at the time of hire, on the basis of the highest four-digit number using the last four digits of the employees' social security numbers. For the purposes of this Article, an authorized leave of absence or absence due to a Worker's Compensation claim does not constitute a break in service.

Section 6.3 – Reduction in Force (RIF) Rights

(a) An affected employee may bump a less senior employee within the classification using classification seniority, as long as the employee is in compliance with licensing and/or certification laws.

(b) If there are no less senior employees in the classification, the affected employee may bump a less senior employee using classification series seniority in the next lower rated job classification within that job classification series.

(c) If there are no less senior employees in that classification series, the affected employee may bump a less senior employee in the last classification in which he/she worked, as long as there was no break in district wide service. For the purpose of this procedure, the employee shall use district wide seniority.

(d) Any employee exercising bumping rights shall be placed on the step on the salary schedule that results in no loss in wages, if possible. The employee shall have three (3) working days to exercise such right, after notification of the reduction, by notifying the Superintendent and Union President in a dated letter.

(e) An employee shall have the right to exercise his/her district wide seniority in the most recent previously held classification. Exception: If bumping a less senior employee within the classification and/or classification series results in less total compensation from the currently held position, the affected employee may choose to bump into the most recent previously-held position.

Section 6.4 – Recall Procedures

(a) Employees shall retain recall rights for twenty-four (24) months from the date of Reduction in Force. Employees shall be recalled in reverse order of the reduction. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on Board records. The recall notice shall state the time, date and place at which the employee is to report back to work. A copy shall be sent to the Union President.

(b) The employee may reject the position if it results in less total compensation compared to the job from which the employee was reduced, and the employee shall remain on the recall list to the extent of the original twenty-four (24) month recall period.

(c) A recalled employee shall be given at least five (5) working days' notice to accept reject the position, followed by confirmation in writing, to report to work.

(d) The employee must report to work within ten (10) working days following the date of acceptance. Failure to report within the required time shall terminate any recall rights unless there are extenuating circumstances as determined by the Superintendent.

(e) The Board shall not hire nor use replacements for any position that was reduced in force until such position has been restored to a pre-reduction status.

Section 6.5 The job classification(s) within each job classification series are listed below from highest classification within a classification series to the lowest, as follows:

6.5 a **Custodial Classification Series**

1. Head Custodian
2. Assistant Head Custodian
3. Custodial Helper

6.5 b **Maintenance Classification Series**

1. General Maintenance
2. Utility Maintenance
3. Facilities/Groundskeeper

6.5 c **Pupil Transportation Classification Series**

1. Bus Driver
2. Bus Attendant

6.5 d **Clerical Classification Series**

1. Secretary
2. Auxiliary Clerk

6.5 e **Cafeteria Classification Series**

1. Head Cook
 2. Cook's Helper
- 6.5 f **Classroom Classification Series**
1. Classroom Assistant (assists teacher)
 2. Classroom Attendant (attends 1-3 students)
- 6.5 g **Mechanic Classification Series**
1. Head Mechanic
 2. Mechanic
- 6.5 h **Interpreters Classification Series**
1. Interpreter/Hearing Impaired
- 6.5 i **Lunch Assistant Series**
1. Lunch/Recess Assistant (assists all students)
 2. Lunch/Recess Attendant (attends 1-3 students)
 3. Lunch Office Assistant (one hour)
- 6.5 j **Library Technician Series**
1. Information Communication/Technology Specialist
 2. Library Technician
- 6.5 k **Parent Mentor Series**
1. Parent Mentor

ARTICLE VII – VACANCIES

For the purposes of this Article, vacancies and newly created positions shall be referred to as “vacancy.”

System Seniority shall be defined as an employee's length of service with the Board, computed from the most recent date of hire, as a regular bargaining unit member, with no break in service.

Classification Seniority shall be defined as the employee's most recent entry date into a particular classification as a regular bargaining unit member.

Classification Series Seniority shall be defined as an employee's combined service, accumulated as a bargaining unit employee, within a particular series.

Positions being held during the periods of time referenced under this Article will be filled on a temporary vacancy basis in accordance with Section 5.2.

Section 7.1 - Notification and Timelines

When the Board determines that there is a vacancy, the vacancy shall be posted in each building (including transportation area) in a designated area accessible to all classified staff.

(a) Vacancies shall be posted no later than five (5) work days after they become vacant or are created. The posting shall contain the required qualifications, current job description, current work location (building,

department and/or area, or identifying bus number), hourly rate of pay, and hours/days to be worked. Vacancies shall remain posted for a period of five (5) work days.

(b) No vacancy shall remain open more than twenty (20) work days after the posting ends if the vacated or newly-created position is to be filled with a current employee.

(c) If the newly created position or vacancy is to be filled by a newly-hired individual, it shall be filled within twenty-five (25) work days after the posting ends.

(d) The Board will notify the local Union President and designated building representatives at their home addresses, as provided to the Superintendent's office, of job openings occurring during the summer months. All job openings shall be posted in a centralized location (see 7.1) in each building and on the district's website.

(e) Employees on Reduction in Force shall receive postings throughout the year, if they request to receive such postings and provide a valid e-mail or mailing address, in writing, to the Superintendent's Office.

(f) The Local Union President and designated building representatives shall receive a copy of all postings. The union shall provide a written list of the building representatives to the Superintendent and the Treasurer by October 1st of each year.

Section 7.2 - Filling of Vacancies

A. **Lateral move - Classification Seniority** - Employees applying for a position within their current classification shall be awarded the position based on classification seniority

(1) Positions that are filled through a lateral move shall be filled within five (5) actual work days after the posting closes.

(2) Employees exercising a lateral move may return to the previous position or be involuntarily returned to their previous position any time during the first thirty (30) actual work days in the posted position.

(3) The reasons for returning an employee involuntarily to his or her previous position shall not be determined arbitrarily nor capriciously. The employee shall be given the reason(s) in writing, if so requested by the employee. An involuntary return of the employee to his or her previous position shall be due to the inability to perform one or more of the responsibilities listed in the job description.

B. **Classification Series Seniority** - If there are no successful bidders within the classification, employees within the classification series shall receive the next consideration. An employee's seniority, written evaluations (along with any employee attachments), skills and ability will determine the successful bidder in filling vacancies. This means that for a less senior applicant to be selected, he or she must be a measurably and significantly better choice, based on skill, ability, relevant experience, and certification/licensure when applicable

C. **System Seniority** - If there are no successful bidders within the classification series, employees within the remainder of the bargaining unit shall receive the next consideration, using the same criteria as in Section 7.2(B). However, when filling vacancies outside of an employee's job classification series, the Board reserves the right to place individuals where they can be most effective and efficient in the operations of the schools.

D. All bargaining unit personnel shall be entitled to apply for any vacancy in accordance with Section 7.1 and receive consideration prior to hiring outside the bargaining unit.

E. At any time an employee submits a written application for another position and it is declined, the Administration will state to the employee, upon request by the employee in writing, the reasons for the denial.

Section 7.3 – Placement on the Salary Schedule

A. **Lateral Move** - When changing to a different position within the same classification, the employee will remain on the same salary step as his/her previous position.

B. Different Classification within the same Classification Series

1. When changing to a different classification within the same classification series, the employee will be placed on the salary step closest to, but in no event less than, his/her current hourly wage for up to twenty (20) actual days worked.

2. The employee will be evaluated and will have the opportunity to evaluate the new position. The previous position will be held open until, at some time during the twenty (20) actual days worked, both the employee and the immediate supervisor are satisfied that the employee should remain in the new position. The employee may be returned or may return to the previous position within this twenty (20) day period and shall be restored to pre-bidding status.

3. When the position is deemed to be permanent, the employee will be placed on the step of the salary schedule as determined by his/her accumulated seniority in that classification series.

C. Different Classification Series

1. When changing to a different classification series, the employee will be placed on the salary step closest to, but in no event less than, his/her current hourly wage for up to thirty (30) actual work days but shall have his/her classification seniority determined from the first day worked in that position.

2. Employees entering a new classification series shall be evaluated and will have the opportunity to evaluate the new position. The previous position will be held open until at some time during the thirty (30) actual work days, when both the employee and the immediate supervisor are satisfied that the employee should remain in the position. The employee may be returned or may return to their previous position within this period of thirty (30) actual work days and shall be restored to pre-bidding status.

3. When the position is deemed to be permanent, the employee will be placed on the step of the salary schedule as determined by his/her system seniority.

D. The Union President will be notified of the designated immediate supervisor for the determination of the permanence of the new position.

E. An employee placed on a step that results in a higher hourly rate than what their new classification seniority warrants shall remain frozen in their hourly wage until such time that they reach the negotiated hourly rate of the step in the new classification. (This shall not affect longevity pay).

Section 7.4 - Other Vacancies & Contract Status

A. A temporary vacancy is a position to which a regular employee may return and shall be filled pursuant to Section 5.2. Upon return to work of an absent bargaining unit member, the bargaining unit member assigned to fill a temporary vacancy shall be returned to his/her former assignment.

B. A short-term position is a position created by the Board to provide additional, temporary services for a designated period of time and shall not be used to fragment, or in lieu of hiring, nor to replace laid-off employees, or to fill vacated positions. Short-term positions created for a cumulative total of thirty-one (31) calendar days or more shall be posted in accordance with Article 7.1. Short-term positions created for a cumulative total of less than thirty-one (31) calendar days need not be posted. Employees with the required seniority, skills and ability shall be given first consideration to fill these positions.

C. An employee working in either a temporary vacancy or a short-term position shall not have his or her regular classification contract or benefit status, or hours paid for vacation or sick leave days altered. Holidays that occur during this period shall be honored for pay purposes and shall be based on the employees hours/rate worked in the temporary vacancy or short-term position or based on the hours/rate for his/her regular contracted position, whichever results in the greater compensation to the employee.

Section 7.5 – Summer Help

All temporary summer positions in the school district shall be posted. Bargaining unit members who have made application shall be considered for temporary summer assignments in the school district. All temporary summer assignments shall be completed by October 31st of each year.

Section 7.6 – Non-bargaining unit substitute

An outside substitute is a non-bargaining unit person assigned to fill a position for which a current bargaining unit member is absent or for a bargaining unit position which is currently vacant. Employer rights to hire a substitute shall be limited only by the terms of this Agreement.

Section 7.7 - Evaluations

A. Employees who are regularly assigned shall be formally evaluated at least once on an annual basis in accordance with the written evaluation form, Appendix B. Attendance shall be included as part of the evaluation process. Leaves in excess of twenty (20) days per contract year, not to include vacation or long-term documented medical absences, are grounds for disciplinary action up to and including termination.

B. All bargaining unit employees shall be formally evaluated by their respective Supervisor or Building Principal at least once prior to June 1 of each year. The Superintendent and/or principal(s) have the right to seek input from other managerial supervisors.

C. Employees who are rated below overall satisfactory shall receive specific suggestions and examples of prior infractions including dates and location(s). Specific recommendations for improvement shall be included in the evaluation. Any incident used for purposes of evaluations that was not personally noted by the evaluator, shall include the name of the reporting employee but shall remain confidential.

D. If the evaluated employee requests, another formal evaluation will be completed within six (6) months of the prior evaluation. An employee who disagrees with any part of an evaluation shall submit a written rebuttal which will be attached to the evaluation and become part of the employee's record.

Section 7.8 - Transfers

Employees experiencing or exhibiting difficulty in a position may be offered an opportunity to transfer to a different building/location in order to preserve the smooth daily operations of the district and/or to accommodate the transfer of another employee. The Superintendent has the authority to make involuntary

transfers if he/she determines that it is necessary to assure the smooth daily operations of the district and/or the students. Involuntary transfers may not be made arbitrarily nor capriciously. Involuntary transfers may be made as an alternative to disciplinary action or termination.

ARTICLE VIII – LEAVES

Partial day leaves are charged in one-quarter (¼) day increments, no less, rounded to the nearest one-quarter (¼) day increment. For employees holding multiple positions, leaves are charged to each position to which the absence applies. For employees holding more than one position where the total hours for the day are divisible equally by the number of positions, leave will be charged accordingly (ex: six hour employees with three positions are charged in one-third (1/3) day increments).

Section 8.1 – Sick Leave

(a) Sick leave may be used for absence due to personal illness, disability due to pregnancy or injury, exposure to contagious disease which could be communicated to others, and for necessary absence due to illness or death in the employee's immediate family.

(b) The immediate family shall be defined as father, mother, grandparents spouse, child, stepchild, father-in-law, mother-in-law, brother, sister, grandchild, steps included, or any other person who is a member of the employee's household. For funeral only, immediate family will also include sisters-in-law, brothers-in-law, aunts and uncles of the employee.

(c) Employees shall be entitled to four (4) days of sick leave for death in the immediate family. The Superintendent may approve an additional day(s) for death in the immediate family based on extenuating circumstances and/or out of town travel. The Superintendent may approve use of sick leave to be used for absences in case of death of close relatives or friends not in the immediate family.

(d) Claiming use of sick leave for purposes other than those listed may be grounds for discipline up to and including suspension or termination.

(e) Employees may accumulate sick leave in accordance with statute up to 300 hundred (300) days at the rate of one and one-fourth (1¼) days per month, fifteen (15) days per year. The total of unused sick leave shall be listed on each paycheck and updated each month.

(f) In order to receive compensation for sick leave, the employee shall be required to furnish a signed statement stating the reason for the absence. Such statement shall include the name of the physician and the date the physician was consulted if medical attention was required. Falsification of a statement may be grounds for disciplinary action up to and including termination of employment. Employees using sick time will provide as much advance notice as possible so that appropriate arrangements can be made for substitutes.

(g) The Superintendent may require the employee to furnish a doctor's certificate of ability to return to work if any absence lasts more than five (5) consecutive workdays, or if the employee is absent on separate occasions during a school year totaling more than ten (10) days (with the exception of vacation or long-term documented medical absence). Such absences may result in an informational hearing before the Superintendent.

(h) An advance of no less than five (5) sick days shall be granted once each school year to employees who have exhausted their accumulation and to new employees who have yet to earn such accumulation. Unusual circumstances necessitating a larger advance may be presented to the Superintendent for the Board's consideration. No additional sick leave will be credited to the employee until he/she has earned the number of

days advanced. Employees unable to subsequently earn advanced sick leave days will be required to reimburse the Board for unearned paid days.

Section 8.2 – Personal Leave

(a) Upon written request to the Superintendent, each classified employee shall be granted up to four (4) days, non-cumulative Personal Leave days each school year for the following reasons.

- (1) The observance of a religious holiday where total absence from work is required by the tenets of an employee's religion; or whose religious Holy Days(s) of observance fall on a work day;
- (2) Court appearances as a litigant or witness;
- (3) Attendance at graduation exercises for the employee, employee's spouse, child, grandchild, brother, sister or parent;
- (4) Funerals not otherwise specified for use of sick leave;
- (5) Marriage of an employee, his/her sons, daughters, grandchildren, brother, sister or parent;
- (6) Necessary legal or business matters that can only be performed during normal school hours;
- (7) Travel difficulties due to accidents which occur within twenty-four (24) hours of the school day for which emergency leave is claimed
- (8) Adoption and/or pre-adoption responsibilities;
- (9) Exhaustion of sick leave.

(b) Personal leave shall not be denied unless it interferes with the normal operations of the school. If there is a conflict in the number of employees within a classification requesting personal leave at one time within a building or area, seniority shall prevail.

(c) Personal leave shall not be cancelled by management due to a non-emergency leave of another employee. No more than ten percent (10%) of employees in a building may be absent at one time, except with permission of the Superintendent.

(d) Personal Leave may be granted for such other reason(s) as the Superintendent deems appropriate. Personal leave will not be deducted from sick leave accumulation. Employees shall not be required to give any additional reasons for personal leave claimed under item (2) of this Section, but need only check that reason when appropriate. Personal-leave will not be granted on the scheduled workday preceding or the scheduled workday following a paid holiday or paid vacation unless legally required.

(e) Effective August 1, 2008, bargaining unit employees are entitled to unrestricted personal days according to the following:

After 5 years of district service	one (1) day of four
After 25 years of district service	two (2) days of four

Section 8.3 – Unpaid Personal Leave

(a) Unpaid personal leave of absence, other than as provided by law or otherwise provided by this Agreement, may be granted for a maximum of twelve months, subject to the sole discretion of the Superintendent, to employees who have completed at least one (1) year of service in the Coventry Schools. Employees may terminate their leave with a thirty (30) day calendar notice.

(b) Any employee on an unpaid Medical Leave of Absence shall be granted up to two (2) years leave of absence as per ORC 3319.081 and shall be able to return to their status prior to unpaid Medical Leave upon release by the attending physician.

(c) For the purpose of Section 8.3 an employee receiving workers compensation temporary total benefits shall be considered as on unpaid medical leave. Said employee shall not have a break in service for purposes of computing related benefits upon his/her return to his/her prior status.

(d) Sick leave and salary increments will not accrue to the employee while on unpaid leave, excluding Worker Compensation leave, but the employee will retain any balance of these benefits accumulated up to the date the leave commences.

(e) Applications for reinstatement from unpaid leave, other than that for which unpaid medical and/or workers compensation leave was granted, must be made by the employee at least twenty (20) days prior to his/her anticipated return. Upon return from the approved leave of absence, the employee will be entitled to reinstatement to his/her previous assignment. If that assignment is unavailable, the employee will be appointed to a similar assignment within his/her job classification series resulting in no loss of wages. The employee may be requested, by the Superintendent, to provide a medical certificate of his/her ability to perform his/her previous job responsibilities.

(f) If a bargaining unit member does not use any of his/her personal leave days, nor more than five sick days during a school year (July 1 – June 30), he/she shall be granted one (1) additional sick leave day at the end of the school year.

Section 8.4 - Parental Leave

(A) When a bargaining unit employee or spouse becomes pregnant, the Superintendent will be notified, in writing, of the impending childbirth not later than five (5) months prior to the anticipated delivery date. At that time, an estimated date to begin the Parental Leave shall be indicated. In cases of adoption, a request for Parental Leave must be made as soon as possible after the adoption agency notifies the prospective parents.

1. Paid Parental Leave

(a) When an employee or spouse becomes unable to work due to pregnancy, delivery, or recovery time, available accumulated sick leave must be used for a paid parental leave and may be used for up to twelve (12) weeks for inability to work due to these occurrences.

(b) In the event that a medical condition requires the use of sick leave beyond twelve (12) weeks, the employee may provide a doctor's confirmation of the need and continue to use accumulated sick leave. In the event that the employee exhausts sick leave during the twelve (12) week allowance, or chooses to continue the leave beyond the twelve (12) week allowance where no medical necessity exists, an unpaid parental leave may be requested.

2. Unpaid Parental Leave

(a) An employee who exhausts sick leave during a paid parental leave, or who chooses to continue the paid parental leave for a non-medical reason beyond the twelve (12) week allowance, may request an unpaid parental leave.

(b) The unpaid leave of absence shall be granted for the balance of the twelve (12) week period, or for up to the balance of the school year during which delivery or adoption occurs, unless such leave is earlier terminated as hereinafter provided.

(c) The Unpaid Parental Leave shall be extended for one (1) additional school year upon request of the employee to the Superintendent, made not later than April 1 preceding the year for which such leave extension is requested.

(d) Sick leave and salary increments will not accrue to the employee while on unpaid leave, but the employee will retain any balance of these benefits accumulated up to the date the leave commences.

(e) Applications for reinstatement may be made by the employee at any time during the school year at least twenty (20) work days before the effective date of his/her reinstatement, and the employee may be reinstated by mutual agreement.

(f) Upon return from the approved leave, the employee will be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave, without a loss in wages.

(g) An employee on unpaid Parental leave may continue to participate in those benefits provided to other bargaining unit employees provided the employee pays the group rate for such benefits. If the employee remains on Parental Leave following twelve (12) weeks, the employee may continue to participate in those benefits in accordance with COBRA rules and regulations. An employee who is on leave because of disability due to pregnancy who returns immediately following such leave will be reimbursed by the Board for any premiums paid provided the employee returns for a minimum of 90 actual work days.

(h) In the event of early termination of pregnancy or death of the child, the employee shall be returned to an assignment within ten (10) workdays of notification to the Superintendent by the employee.

Section 8.5 – Assault Leave

(a) An employee who is required to be absent from work due to a physical disability arising from an assault which occurred in the course or arising out of his/her employment, the employee has and continues to fully cooperate with any subsequent criminal investigation and/or prosecution shall be eligible to receive assault leave for a period not to exceed ninety (90) days.

(b) Eligibility for assault leave shall be based upon a certificate from a licensed physician which specifies the nature of the disability or injury and its expected duration. If a second opinion is requested by the Superintendent, the employee will be examined by a physician selected and paid for by the District .

(c) Falsification of either the signed statement by the employee or the physician's statement may be grounds for suspension or termination of employment.

(d) Approved assault leave will not be deducted from an employee's accumulated sick leave. However, the amount of assault leave payable under this section shall be reduced by the amounts, if any, of any other

disability benefits payable to the employee under Workers' Compensation temporary total benefits or any other publicly funded disability benefit program.

Section 8.6 - Family Leave

(a) An employee may take up to twelve (12) weeks of unpaid leave in a twelve-month period (defined as the school year, July 1 through June 30) to care for a spouse, child or parent who has a serious health condition. During such leave, the employee will be entitled to a continuation of health benefits with the same level of Board contribution as existed prior to taking the leave.

(b) If an employee has unused sick leave available, it must be used for purposes of this leave and the twelve (12) weeks unpaid leave will be reduced by the amount of such paid leave. To qualify for the use of the leave to care of a spouse, child or parent with a serious health condition, the employee must submit certification satisfactory to the Board.

(c) To be eligible for leave under this Section, the employee must have worked at least one hundred twenty (120) days in the prior school year.

Section 8.7 - Association Leave

(a) Two (2) elected delegates to the OAPSE delegate assemblies shall be granted up to a cumulative of four (4) days paid leave each per school year to attend OAPSE assemblies, provided the delegate submits to the Superintendent a request for such leave as soon as the delegate is elected.

(b) Release time shall be granted when a bargaining unit member is required to be in attendance at an arbitration hearing involving the Coventry Local Schools as the grievant, a witness, or Association representative.

Section 8.8 - Donation of Sick Leave

(a) If a member of the bargaining unit is absent due to a catastrophic illness/injury, long-term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another member(s) of the bargaining unit may donate the number of hours to the closest quarter day of the donating employee that equals or is closest to, without exceeding, the sum total of monies earned by the absent employee up to five (5) days of the absent employee's wages. An additional sum total of five (5) days of monies may be granted based upon extenuating circumstances approved by the Superintendent. Effective July 1, 2008, an additional sum total of ten (10) days of monies may be granted based upon extenuation circumstances approved by the Superintendent.

(b) Donation of days will be limited to catastrophic personal injury or long-term physical illness of the bargaining unit members only, his/her spouse or minor child.

(c) A doctor's statement is required with the application in order to be considered. Donation of sick leave is not available for disability associated with the normal course of pregnancy and childbirth; however, medical complications which would otherwise qualify are not prohibited. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

(d) Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation.

(e) Employees whose sick leave has been depleted by intermittent use shall not qualify for this benefit.

(f) All accumulated sick, personal, and vacation leave must be used first before requesting that days be donated from other bargaining unit members.

(g) Any employee donating sick leave days (hours) shall not be permitted to deplete his/her own sick leave accumulation below 75 days nor to donate any days (in equivalent hours) in excess of 285 accumulated sick days (in equivalent hours).

(h) An employee may only donate or receive up to ten (10) sick leave days (or a comparable number of hours) in any one school year. Effective July 1, 2007, an employee may only donate or receive up to fifteen (15) donated sick days (or a comparable number of hours) in any one school year.

(i) Donation of sick days shall be initiated by a bargaining unit member through the bargaining unit President. The donating employee(s) shall apply to donate sick leave as soon as possible after the donation need is known or the request has been made by the member.

(j) When the bargaining unit President has the confirmation(s) of those members who wish to donate sick leave days (hours) to another member, he/she will notify the Treasurer's Office, in writing, of those members willing to donate sick leave and to whom.

(k) The Treasurer's Office will confirm that those members wishing to donate are eligible, and will immediately provide those members with a form to complete and sign, authorizing the Treasurer to proceed with the transfer of the days (hours) to the receiving member.

(l) Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.

(m) Employees requesting sick leave transfer will not be advanced sick days by the Board when their sick leave is exhausted until after the transferred days are used.

Section 8.9 - Deductible Absences (Docked Days)

Requests for unpaid days for reasons other than the above approved leaves will normally not be granted. In unusual or exceptional circumstances, unpaid days for other reasons may be granted at the sole discretion of the Superintendent on a case-by-case basis. The Superintendent's decision is final. Since such uncompensated leave is wholly discretionary, nothing herein shall create an expectancy that such leave will be granted, nor prevent the Board from taking appropriate disciplinary action for any unauthorized leave. Exhaustion of paid leave time requires return to work or the request of an unpaid personal or medical leave. Failure to report to work without authorized paid or unpaid leave shall be considered abandonment of employment and will result in disciplinary action up to and including termination.

ARTICLE IX - SEVERANCE PAY

Section 9.1 Employees with ten years of service in the Coventry Local School District, upon retirement from active service under provisions of the Ohio State School Employee's Retirement System shall receive severance pay of an amount equal to one-fourth (1/4) of accumulated sick leave days with a maximum of one hundred sixty (160) accumulated sick leave days permitted for this computation plus one-half (1/2) of the excess of two hundred (200) days of accumulated sick leave not to exceed three hundred (300) days of accumulated sick leave. Said payment shall be of an active amount equal to the retiree's daily rate at the retiree's daily rate at the retiree's last day of active service.

Following certification of approval of retirement benefits by the Ohio School Employee's Retirement System, this payment will be made upon the retiree's receipt of his/her first retirement payment if, however, retirement has been applied for within four (4) years of the last day of active service.

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

ARTICLE X - HOLIDAYS

Section 10.1 Employees with twelve (12) month assignments or two hundred sixty (260) days shall receive the following paid holidays:

New Year's Day		01/03/2011	01/02/2012	01/01/2013
Martin Luther King Day		01/17/2011	01/16/2012	01/21/2013
President's Day		02/21/2011	02/20/2012	02/18/2013
Good Friday		04/22/2011	04/06/2012	03/29/2013
Memorial Day		05/30/2011	05/28/2012	05/27/2013
Independence Day	07/05/2010	07/04/2011	07/04/2012	
Labor Day	09/06/2010	09/05/2011	09/03/2012	
Thanksgiving	11/25/2010 11/26/2010	11/24/2011 11/25/2011	11/22/2012 11/23/2012	
Christmas	12/24/2010 12/27/2010	12/23/2011 12/26/2011	12/24/2012 12/25/2012	

Section 10.2 Employees with less than twelve (12) month assignments shall receive the following paid holidays:

New Year's Day		01/03/2011	01/2/2012	01/01/2013
Martin Luther King Day		01/17/2011	01/16/2012	01/21/2013
President's Day		02/21/2011	02/20/2012	02/18/2013
Good Friday		04/22/2011	04/06/2012	03/29/2013
Memorial Day		05/30/2011	05/28/2012	05/27/2013
Labor Day	09/06/2010	09/05/2011	09/03/2012	
Thanksgiving	11/25/2010 11/26/2010	11/24/2011 11/25/2011	11/22/2012 11/23/2012	
Christmas	12/24/2010	12/23/2011	12/24/2012	

Section 10.3 When a holiday occurs on Saturday, those affected will have the preceding Friday off. When a holiday occurs on Sunday, those affected will have the following Monday off.

Section 10.4 To be eligible for holiday pay an employee must either accrue earnings or work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday.

ARTICLE XI - VACATIONS

Section 11.1 The Vacation Period shall be from July 1 through June 30. An employee may carry over no more than one (1) week of vacation per year unless otherwise approved by the Superintendent. For purposes of this provision, an eligible employee is one who is employed twelve (12) months per year.

Section 11.2 So far as possible, vacations will be granted during the week or weeks selected by the employee, taking into consideration the seniority of the respective employees, with final determination of vacation period to be left to the Superintendent in order to assure the orderly operation of the system. During the month of July, each employee will be required to designate on the vacation calendar all days on which the employee intends to take vacation. Any subsequent changes in the vacation schedule can be made only with the approval of the Superintendent. During the months of May through September, vacation leave will be limited to a maximum of two weeks at one time in order to maintain consistency in the daily operations of the district. During the months of October through April, vacation leave will be limited to a maximum of three weeks at one time unless approved by the Superintendent. Employees, prior to retirement, may use their accumulated unused vacation days immediately prior to their retirement date.

All requests for vacation shall be made on forms provided by the Office of the Superintendent. Approval and authorization for all vacation requests will be granted only by the Office of the Superintendent, which will be answered within five (5) working days.

Section 11.3 Any 12-month employee will be eligible for two (2) weeks vacation on his/her one-year anniversary date of employment, which will be granted prior to June 30 of the current fiscal year. Any 12-month employee with one (1) year of continuous service as of July 1 will be entitled to two (2) weeks of paid vacation any time during that fiscal year.

Section 11.4 Any eligible employee with a minimum of seven (7) years of continuous service as of July 1, or who will complete seven (7) full years of service within that fiscal year, will be entitled to three (3) weeks of paid vacation any time during that fiscal year.

Section 11.5 Any eligible employee with a minimum of thirteen (13) years of continuous service as of July 1, or who will complete thirteen (13) full years of service within that fiscal year will be entitled to four (4) weeks of paid vacation any time during that fiscal year.

Section 11.6 Any eligible employee with a minimum of twenty (20) years of continuous service as of July 1, or who will complete twenty (20) full years of service within that fiscal year will be entitled to five (5) weeks (25 days) of paid vacation any time during that fiscal year.

Section 11.7 Any employee who secures a vacation eligible assignment shall receive credit for all previous years of service in the district for vacation eligibility.

Section 11.8 Bargaining unit members may have the option of "selling back" their vacation time at the end of the school year. He/she shall receive equal compensation for his/her vacation time. Bargaining unit members with four (4) or five (5) weeks vacation may choose to cash in up to one week (5 days) of vacation for monetary compensation.

ARTICLE XII - SALARIES AND WAGES

Section 12.1 July 1, 2010 2.0%

July 1, 2011 **1.0%**
July 1, 2012 **0%**

If in year two (July 1, 2011, through June 30, 2012), basic aid state funding increases by 10% or more above the amount received in year one (July 1, 2010, through June 30, 2011) negotiations may be opened in the area of salary only for year three (July 1, 2012 through June 30, 2013). In the event that basic aid state funding decreases in 2010-11 over 2009-10 by 10% or more, negotiations shall be opened in the area of salary only for 2011-2012.

Wages shall be paid in accordance with the schedules attached hereto and incorporated by reference herein, which reflects salary increases of two percent (2%) (Appendix C-1), effective July 1, 2010; one percent (1%) effective July 1, 2011 (Appendix C-2); and zero percent (0%) effective July 1, 2012 (Appendix C-3). The same negotiated percentage increases will be applied to the field trip rate

Section 12.2 A twenty-six (26) pay plan shall be optional for all classifications. Employees must notify the Treasurer’s Office no later than August 1 of each school year.

Section 12.3 The Board shall provide payroll deductions for employees for deposits to the Summit Federal Credit Union or for annuities. Credit Union deductions shall be requested through the Credit Union or Treasurer, and the annuities shall be requested through the annuity company or the Board’s third party administrator for its 403(b) plan. Such deductions shall continue until employment terminates or said employee gives written notice to the Treasurer requesting such payments be discontinued. For employees only on direct deposit, electronic transfers may also be requested to any savings or checking account(s) to a financial institution of the employee’s choice that is able to accept electronic deposits.

Section 12.4 Employees working six (6) to eight (8) hours per day shall receive paid morning and afternoon breaks of fifteen (15) minutes each. Scheduling of such breaks shall be determined by the employee's immediate supervisor, and the supervisor may designate the location where the break may be taken. Employees working four (4) hours per day or more but less than six (6) hours per day shall receive one (1) fifteen (15) minute break. Employees working less than four (4) hours per day are not entitled to a break. Employees scheduled to work five (5) hours a day, or more, are entitled to a one-half (½) hour uninterrupted paid lunch.

Section 12.5 Any non-bargaining unit member who works in a classification shall be paid at a rate less than the entry level for that assignment.

Section 12.6

(a) **Longevity**

	<i>July 1, 2010</i>		<i>July 1, 2011</i>		<i>July 1, 2012</i>	
10-14 yrs of service	\$ 936	\$.45/hr	\$1,040	.50/hr	\$1,144	\$.55/hr
15-20 years of service	\$ 1,248	\$.60/hr	\$1,352	.65/hr	\$1,456	\$.70/hr
21-26 years of service	\$ 1,560	\$.75/hr	\$1,664	.80/hr	\$1,768	\$.85/hr
27+years of service to retirement	\$ 1,976	\$.95/hr	\$2,080	1.00/hr	\$2,184	\$1.05/hr

*Pro-rated based upon the number of hours actually worked

Longevity shall become effective at the time that incremental step adjustments are made on the salary schedule each contract year (July 1).

*The longevity amount is converted to an hourly rate (based on 2,080 full-time hours), is added to the employee's salary schedule hourly rate, and is paid for all regularly contracted hours as part of the regular pay. (Example: 10-14 years of service: Salary Schedule rate \$15.00 + .45/hour longevity pay = \$15.45 hourly rate.

(b) Effective March 1, 2007, all employees will be paid by direct deposit to a financial institution of their choice, limited to institutions able to receive electronic transfers. Effective March 1, 2007, all direct deposit notifications will be provided by email sent to up to two email addresses. It is the employee's responsibility to maintain a current email address in the Treasurer's Office records. Employees shall have access to district computers to check and print email notification of their direct deposits at any time during normal work hours. Employees may contact the Treasurer's Office to request a verbal explanation of their pay breakdown on those occasions when they are unable to obtain the necessary information after contacting their financial institution or via website access.

ARTICLE XIII - SERS PICKUP

Section 13.1 For purposes of this Article, salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's salary per pay period which is required from time to time by the Ohio State School Employees Retirement System ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total salaries otherwise payable under this Agreement, as amended, (including pickup 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.

Section 13.2 The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

Section 13.3 The pickup shall be included in the member's total 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.

ARTICLE XIV - INSURANCE

Section 14.1 – Eligibility

A. Spousal Eligibility Limitation

For newly-hired employees only, hired on or after July 1, 2010, the definition of dependent for coverage of spouse has been changed. In order to be covered as a dependent for primary coverage, the spouse on the district's plan must have no access to other group insurance. If the spouse is eligible for coverage from his/her employer, then the spouse must immediately enroll in his/her employer health plan if not already enrolled. The penalty for failure to enroll in his/her employer's plan is loss of eligibility as a qualifying dependent in the Coventry Local Schools sponsored health plan. This is non-voluntary loss of benefits. If the dependent

spouse's employer pays less than 50% of the single premium, the spouse may then remain on the district's plan for primary coverage.

Group 1 - A full-time employee is defined for insurance coverage as one who is contracted for a minimum of forty (40) hours per week based on an eight (8) hour day, five (5) days per week and at least one hundred ninety (190) days per year, or an employee who is contracted to work twelve (12) months per year for at least four or more hours per day.

Effective July 1, 2006, employees who work less than full-time, as defined in Section 14.1, will be eligible to participate in the group insurance health plan based on the following Group descriptions:

Group 2 – Employees who are contracted to work in a minimum of one thousand sixty-eight (1,068) hours per year up to one thousand three hundred eighty-seven (1,387) hours per year during the school year, exclusive of paid holidays.

Group 3 – Employees who are contracted to work a minimum of eight hundred ninety (890) hours up to one thousand sixty-seven (1,067) hours per year during the school year, exclusive of paid holidays.

Group 4 – Employees who are contracted to work a minimum of seven hundred twelve (712) hours up to eight hundred eighty-nine (889) hours per year during the school year, exclusive of paid holidays.

Participation in the group health plan is not available to part-time employees who work less than twenty (20) hours per week or less than 712 hours per school year. Bargaining unit positions, or hours, may not be reduced, fragmented or subcontracted, in order to reduce, change or make a classified employee(s) ineligible for benefits under this article.

All employees who currently work more than one position in the district whose total combined hours of the multiple positions results in eligibility for participation in the health insurance group plan shall retain that eligibility, as defined in the groups above, unless there is a reduction in the total number of hours that changes their eligibility status.

New employees hired on or after February 1, 2007, who work more than one job in the district, and the combined hours of the positions equal a total of five (5) or more hours a day for at least 178 days a year (a minimum of 890 hours a year), will be eligible to participate in the group health insurance plan for single coverage only.

New employees hired on or after February 1, 2007, who work more than one job in the district, and the combined hours of the position equal a total of eight (8) hours a day, five (5) days per week and at least one hundred ninety (190) days per year (a minimum of 1,520 hours a year), will be eligible to participate in the group health insurance plan per Group 1 premium schedule.

Section 14.2 - Premium Contributions

Group 1 Full-time employees in Group 1, as defined above in Section 14.1, may purchase coverage under the District's group health insurance plan for single (employee only) and dependent (qualifying dependents) coverage for the following premium(s):

Single coverage (employee) and Dependent coverage (family)

Effective 7/1/2010, the employee paid premium shall be 4% of the monthly premium

Effective 7/1/2011, the employee paid premium shall be 7% of the monthly premium

Effective 7/1/2012, the employee paid premium shall be 7% of the monthly premium

Employees enrolled on or after July 1, 2010*

Effective 7/1/2010, the employee paid premium shall be 10% of the monthly premium
Effective 7/1/2011, the employee paid premium shall be 20% of the monthly premium
Effective 7/1/2012, the employee paid premium shall be 30% of the monthly premium

*members who were employed prior to July 1, 2010 who waived their insurance and enroll after July 1, 2010, with a qualifying event, shall be considered enrolled prior to July 1, 2010 and will pay the lower premium percentage.

Group 2 Part-time employees in Group 2, as defined above in Section 14.1, may purchase coverage under the District's group health insurance plan for single (employee only) and dependent (qualifying dependents) coverage for the following premium(s):

Single coverage (employee only)

Effective 7/1/2010, the employee paid premium shall be 4% of the monthly premium
Effective 7/1/2011, the employee paid premium shall be 7% of the monthly premium
Effective 7/1/2012, the employee paid premium shall be 7% of the monthly premium

Employees enrolled on or after July 1, 2010*

Effective 7/1/2010, the employee paid premium shall be 10% of the monthly premium
Effective 7/1/2011, the employee paid premium shall be 20% of the monthly premium
Effective 7/1/2012, the employee paid premium shall be 30% of the monthly premium

*members who were employed prior to July 1, 2010 who waived their insurance and enroll after July 1, 2010, with a qualifying event, shall be considered enrolled prior to July 1, 2010 and will pay the lower premium percentage.

Dependent Coverage (qualifying dependents)

The employee paid premium is twenty-three percent (23%) of the premium cost

Employees enrolled on or after July 1, 2010*

The employee paid premium is thirty (30%) of the premium cost

*members who were employed prior to July 1, 2010 who waived their insurance and enroll after July 1, 2010, with a qualifying event, shall be considered enrolled prior to July 1, 2010 and will pay the lower premium percentage.

Group 3 – Part-time employees in Group 3, as defined above in Section 14.1, may purchase coverage under the District's group health insurance plan for single (employee only) and dependent (qualifying dependents) coverage for the following premium(s):

Single coverage (employee only)

Effective 7/1/2010, the employee paid premium shall be 4% of the monthly premium
Effective 7/1/2011, the employee paid premium shall be 7% of the monthly premium
Effective 7/1/2012, the employee paid premium shall be 7% of the monthly premium

Employees enrolled on or after July 1, 2010*

Effective 7/1/2010, the employee paid premium shall be 10% of the monthly premium

Effective 7/1/2011, the employee paid premium shall be 20% of the monthly premium
 Effective 7/1/2012, the employee paid premium shall be 30% of the monthly premium

*members who were employed prior to July 1, 2010 who waived their insurance and enroll after July 1, 2010, with a qualifying event, shall be considered enrolled prior to July 1, 2010 and will pay the lower premium percentage.

Dependent Coverage (qualifying dependents)
 percent (36%) of the premium cost.

The employee paid premium is thirty-six

Employees enrolled on or after July 1, 2010*

The employee paid premium is forty (40%) of the premium cost.

*members who were employed prior to July 1, 2010 who waived their insurance and enroll after July 1, 2010, with a qualifying event, shall be considered enrolled prior to July 1, 2010 and will pay the lower premium percentage.

Group 4 – Part-time employees in Group 4, as defined above in Section 14.1, may purchase coverage under the District’s group health insurance plan for single (employee only) coverage for the following premium(s):

Single coverage (employee only)

The employee paid premium is seventy-five percent (75%) of the premium cost.

Section 14.3 - Deductibles/Co-pays/Benefits

Calendar year deductibles

Effective 1/1/11	\$200/single	\$400/family
Effective 1/1/12	\$250/single	\$500/family
Effective 1/1/13	\$250/single	\$500/family

For employees enrolled on or after July 1, 201

Effective 1/1/11	\$300/single	\$600/family
Effective 1/1/12	\$300/single	\$600/family
Effective 1/1/13	\$300/single	\$600/family

Co-Pays

- Effective 7/1/10 – Office visits co-pay is twenty dollars (\$20.00)
- Effective 7/1/11 – Office visits co-pay is twenty-five dollars (\$25.00)
- Effective 7/1/12 – Office visits co-pay is twenty-five dollars (\$25.00)

*Emergency room visits for chronic non-life threatening conditions will be subject to the out-of-network calendar year deductible, regardless of whether the hospital is a network provider.

Co-payments do not accumulate toward the deductible or out-of-pocket maximum. The calendar year deductible applies to all other covered services other than office visits and hospital emergency room visits.

Co-Insurance

Effective **July 1, 2010**, major medical benefits are paid at the rate of 95% of the URC for eligible expenses, with a maximum out-of-pocket of \$1,250 single/\$2,500 family.

Effective **January 1, 2011**, major medical benefits are paid at the rate of 90% of the URC fee for eligible expenses, with a maximum out-of-pocket of \$1,500 single/\$3,000 family.

Effective **January 1, 2012**, major medical benefits will be paid at the rate of 90% of the URC fee for eligible expenses, with a maximum out-of-pocket of \$1,750 single/\$3,500 family.

Then, 100% of the URC fee eligible expenses are paid for the remainder of the calendar year to a lifetime maximum of one million (\$1,000,000) dollars.

Section 14.4 - Non-network (Out of Network)

Out-of-network benefits apply when an employee or dependent chooses (elects) to use non-panel doctors for his/her medical care.

A. For members who elect to use non-network providers, the calendar year deductible(s are (per year):

Effective 1/1/11	\$500/single	\$1,000/family
Effective 1/1/12	\$550/single	\$1,100/family
Effective 1/1/13	\$600/single	\$1,200/family

For employees enrolled on or after July 1, 2010

Effective 1/1/11	\$600/single	\$1,200/family
Effective 1/1/12	\$650/single	\$1,300/family
Effective 1/1/13	\$700/single	\$1,400/family

B. Effective **July 1, 2010**, major medical benefits are paid at the rate of 80% of the URC fee for eligible expenses, with a maximum out-of-pocket of \$1,500 single/\$3,000 family.

Effective **January 1, 2011**, major medical benefits are paid at the rate of 75% of the URC fee for eligible expenses, with a maximum out-of-pocket of \$1,750 single/\$3,500 family.

Effective **January 1, 2012**, major medical benefits will be paid at the rate of 70% of the URC fee for eligible expenses, with a maximum out-of-pocket of \$2,000 single/\$4,000 family.

Then, 100% of the URC fee eligible expenses are paid for the remainder of the calendar year to a lifetime maximum of one million (\$1,000,000) dollars.

Section 14.5 - Wellness Benefit - \$30 co-pay – Effective 7/1/2010

When a Physician performs and bills for an office visit and also performs and bills for other services in the office on that same day, such as: office surgery, lab fees, radiological fees, immunizations, etc., this particular claim will be subject **ONLY** to the co-pay listed above. **A WELLNESS OFFICE VISIT AND ANOTHER OFFICE VISIT WITH A DIFFERENT PHYSICIAN ON THE SAME DAY WILL RESULT IN TWO COPAYMENTS:**

- Routine, includes immunizations
 - Birth – age 1:** 6 visits annually
 - Age 1 - age 3:** 3 visits annually
 - Age 3 - age 6:** 1 visit annually

- Routine, Age 6 – 19
One physical per calendar year.
Charges for immunizations covered to age 19, does not include office visit charge unless administered during annual physical.

Immunizations: *At frequencies recommended by the appropriate professional and health associations*

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Pertussis (Tdap)
- Haemophilus influenza type b
- Polio
- Pneumococcal Conjugate
- Varicella
- Measles, Mumps, Rubella (MMR)
- Measles, Mumps, Rubella, Varicella (MMRV)
- Influenza Vaccine (flu shot) annually
- Meningococcal Vaccine (Menactra)
- **HPV Vaccines**
Females age 9-26

Routine, well adult

One physical and **one** gynecological exam per Plan Year, including related services.
Immunizations as follows:

- Influenza-each Plan Year
- Pneumovax-once per lifetime; over age 65
- MMR
- Varicella
- Hepatitis
- Meningitis; once per lifetime
- Zostavax-age 60 and over

Wellness examinations:

- **Cholesterol Screening**-once every 5 years; age 20 and over
- **Fecal Occult Blood Exam**-once per Plan Year; age 50 and over
- **Screening colonoscopy**-once every 10 Plan Years; age 50 and over
- **Flexible sigmoidoscopy**-once every 5 Plan Years; age 50 and over
- **Multiphasic screening**- once every 5 Plan Years
- **Pap Smear**-once every Plan Year; age 18 and over
- **Mammogram**- one baseline under 40; one every Plan Year age 40 and over
- **PSA**-one every Plan Year; age 40 and over

Section 14.6 - Prescription Retail (30 days) Mail-Order (90 days) Benefit

A. Participants in the group health plan are eligible to participate in the RX Drug Card Program.

PRESCRIPTION DRUG BENEFIT

Tier 1 (generics) is least expensive tier and typically consists of generic medications. These medications provide the best value and have the same medical effect as their brand name equivalents.

Tier 2 (Preferred Brand – Formulary List) are preferred because they are brand products that have been selected based on their safety, clinical, and cost profiles.

Tier 3 (Non-Preferred Brand – Not on Formulary List) consist of additional brands that have either generic or preferred brand alternatives that are available at a significantly lower co-pay and cost.

<u>Retail Co-pays</u>		<u>Mail order Co-pays</u>	
Tier 1 - Generic	\$12.00	Tier 1 - Generic	\$24.00
Tier 2 - Name Brand	\$21.00	Tier 2 - Name Brand	\$42.00
Tire 3 - Non-Formulary	\$45.00	Tier 2 - Non-Formulary	\$90.00

B. Out-of-pocket payments for prescription drugs are not eligible under the medical portion of the plan.

C. For maintenance medications, employees are required to participate in the mail order program of the prescription drug plan after a medication has been filled up to two (2) times (30-day supply) at the retail level. Medication is dispensed in a ninety-day (90) supply, mailed directly to the employee's home. The employee pays two times the retail cost for a 90-day supply.

D. Mail Order

For brand name maintenance medications and generic medications that are available through a local pharmacy's low-cost generic drug plan (example: Walmart, Giant Eagle, Target @ \$4 for specific generic drugs), employees are not are required to use the mail order program of the prescription drug plan *but must present their medical card* to the pharmacy to run through the system for clinical purposes.

E. OTC Program (Over-the-Counter Program)

If an over-the-counter therapeutically equivalent medication is available, the member or provider will be contacted by the prescription drug plan administrator to offer the over-the-counter medication free of charge to the member in lieu of filling the prescription. In order to receive this free substitution, a prescription from the doctor must first be submitted for the prescription medication, and a second prescription must be provided by the doctor for the over-the-counter substitute.

F. Starter-Dose Program

Prescriptions new to a member may be filled at the retail level, by request, for a 10-day supply at 1/3 of the co-pay cost. When it is determined that the medication is suitable for the member, the remainder of the prescription may be filled for the remaining 2/3 of the co-pay cost.

G. Mandatory Generic

Mandatory generic means that a patient who chooses a prescription for a brand name drug, which has an equivalent generic available, will pay the appropriate higher co-pay.

If a prescription is presented with a designated as DAW (dispense as written) and patient chooses the brand name drug, which has an equivalent generic available, they will pay the co-pay plus the cost difference between the brand and generic drug. The only way the brand will be dispensed without paying the co-pay plus the cost of the difference between the brand and the generic is through a clinical prior authorization.

This means that the physician will be contacted and must provide sufficient medical evidence which shall consist of the physician's notation on the prescription of the reason for medical necessity and/or written documentation provided to the dispensing pharmacy or CVS/Caremark as to why the brand name drug should be dispensed. The clinical authorization may also be done prior to the member presenting the prescription and will remain in effect for the period of time frame allowed by law.

In the event that an authorization is unavailable at the time the member fills the prescription for the first time, the member will pay the co-pay required by the pharmacy and will be reimbursed the difference if and when the authorization is completed.

H. Quantity Limits

Large quantities that are prescribed for specific drugs will only be dispensed through a prior authorization. This means that the physician must provide sufficient medical evidence for medical necessity and/or written documentation provided to the dispensing pharmacy or CVS/Caremark as to why the larger quantity should be dispensed. The clinical authorization may also be done prior to the member presenting the prescription and will remain in effect for the period of time frame allowed by law.

I. Step Therapy

Step therapy is an approach to prescription intended to control the cost and risks posed by prescription drugs. The practice begins medication for a medical condition with the most cost-effective and safest drug therapy and progresses to other costly or risky therapies only if necessary

J. Out-of-pocket payments for prescription drugs are not eligible under the medical portion of the plan.

Section 14.7 Two (2) representatives from the bargaining unit may participate on the district's Insurance Advisory Committee and shall be appointed by the union.

Section 14.8 – Life Insurance

A. Group term life insurance

Full-time employees	\$40,000
25 hours/week but less than full-time	\$25,000
Less than 25 hours/week	\$20,000

B. Supplemental Life Insurance - Employees shall have the option of purchasing additional Term Life Insurance (supplemental insurance) at their own expense in accordance with the insurer's premium schedule, up to the maximum amount allowed by the carrier, subject to any limitations imposed by the insurer.

C. Additional Group term life insurance required by the reinsurance carrier as part of the medical plan may be terminated if the current reinsurance carrier is changed at the time the annual contract is renewed

Section 14.9 – Dental Insurance

A. The Board will pay one hundred percent (100%) of the employee coverage of dental insurance with the same coverage as the policy in effect during the 2005-2006 school year for full-time (Group 1) classified employees, and fifty percent (50%) of the cost of dependent coverage.

B. For part-time employees in Group 2 and Group 3, the Board will pay seventy-five percent (75%) of the employee coverage of dental insurance and fifty percent (50%) of dependent coverage. For employees in Group 4, the Board will pay twenty-five percent (25%) of the employee coverage and twenty-five percent (25%) of the dependent coverage.

Section 14.10 - Vision Insurance

A. Vision Insurance - The Board will pay one hundred percent (100%) of the employee coverage of vision insurance for employees in Group 1, Group 2, and Group 3, and fifty percent (50%) of the dependent coverage. For employees in Group 4, the Board will pay twenty-five percent (25%) of the employee coverage and twenty-five percent (25%) of the dependent coverage.

B. Effective November 1, 2006, employees may benefit from exclusive discounts for employees and dependents for services and products from Novus Clinic(s) as listed below. Participation at Novus Clinics is voluntary and solely at the discretion of the employee.

<u>Any Provider</u>		<u>Novus out-of-pocket</u>
Eye exam, per person, in a 12-month period	\$40	\$25 co-pay after insurance, waived with purchase of eyewear outside of the Professional Collection
Frames-type lenses, per pair, in a 12-month period:		Frames
Single vision	\$50	-0- with Professional Collection Frames
Standard lined Bi-focal	\$70	-0- with Professional Collection Frames
Standard lined Tri-focal	\$80	-0- with Professional Collection Frames
Standard no-line Progressive	\$80	\$19 with Professional Collection Frames
Premium no-line Progressive	\$80	\$89 with Professional Collection Frames
Lens options (tinting, edge polishing, AR, UV, Transition)		15% discount
Lasik Surgery	\$200	off per eye
Frames, per pair 12-month	\$40	included in above prices
Classic, designer, Luxury Frames	\$40	20% discount after insurance benefit
Contact lenses, per pair (every 12 months)		
Medically necessary	\$180	10% discount off evaluation
Cosmetic	\$100	10% off materials after insurance

Section 14.11 A copy of all current insurance benefit booklets shall be provided to the local Union President.

Section 14.12 The level of insurance benefits in effect on February 1, 1989, including personal liability/defense insurance, shall remain in effect for the term of this Agreement unless modified by the parties to this Agreement. The local Union shall be advised thirty (30) days prior to any change of insurance carrier.

Section 14.13 Any employee on an approved, unpaid leave of absence shall be eligible to retain insurance coverage at employee cost at the same benefit level and in effect at the inception of the leave.

Section 14.14 Any bargaining unit employee on approved unpaid leave for purposes of workers' compensation chargeable to the employer, who was currently participating in or eligible to participate in the group health insurance plan, shall be eligible to purchase insurance coverage, at the current Board paid and employee paid premiums cost(s), at the same benefit level in effect at the inception of the leave, for up to a maximum of two (2) years, subject to any benefit changes implemented in the group health plan applicable to all other direct employees during this period of time.

Section 14.15 - Pre-Admission Review

(a) When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete the pre-admission review procedural requirements prior to admission.

(b) The employee and/or physician are notified if the admission is authorized or denied. If approved, they are also notified of the number of days of confinement authorized. If additional days are required, the Pre-Admission Review Center is again notified and additional days are approved or denied based on the medical necessity of the additional days of confinement.

(c) If the admission is not authorized, the Pre-Admission Review Center will furnish the reason for denial and suggest admission alternatives, such as outpatient programs.

(d) If a covered person does not receive the authorization in accordance with these guidelines, or is admitted after having received a denial of inpatient confinement days, benefits will be paid at fifty percent (50%) for the non pre-authorized charges.

Section 14.16 – Non-weekend Admissions to Hospital

The Plan will not provide any benefits under the base or major medical benefits section of the Plan for services or supplies provided by or relating to an inpatient hospital admission occurring on Friday, Saturday, Sunday, that are not rendered because of an emergency admission, or a scheduled surgery to be performed on the day of or on the day following admission, if approved as part of a pre-admission review.

Section 14.17 – Waiver of Insurance

(a) In accordance with the Board's Section 125 Plan, regular employees who are receiving single (employee) group health coverage and who agree in writing on or before July 1 of any year, or within 30 days of hire, to waive the right to single group health medical coverage insurance will receive, at the employee's option, an annuity payment or cash payment of thirty percent (30%) of the annual single premium, but no less than \$900, paid by the Board of Education for the employee provided such waiver does not cause the group insurance health plan participation to fall below the required 75% of eligible employees minimum). Waivers will be on a first come-first served basis. Payment will be made in the month following completion of the benefit year (July 1 - June 30) in which the waiver was in effect.

(b) In accordance with the Board's Section 125 Plan, regular employees who are receiving dependent group health medical coverage insurance as of January 1, 2010, and who agree to cancel such coverage in writing, will receive, at the employee's option, an annuity payment or cash payment of forty-five percent (45%) of the contract year annual premium for dependent coverage. Payment will be made in the month following completion of the benefit year (July 1-June 30) in which the waiver was in effect.

(c) An employee may rescind this waiver during the contract year (July-June) if the employee has a qualifying event (birth, death, marriage, divorce, loss of spouse's outside coverage) that would permit such rescission under the applicable rules of Section 125 of the Internal Revenue Code and its regulations. Upon such rescission, coverage of the employee's dependents under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. An employee who rescinds the waiver will receive a pro-rated payment for the period of time during contract year that the waiver was in effect.

Section 14.18 In the event the hospitalization carrier is changed, all pre-existing conditions will be covered under the new program. The Union is entitled to representation on the insurance committee any time the carrier is reviewed or changed.

ARTICLE XV - MISCELLANEOUS

Section 15.1 Secretaries shall be scheduled as follows to take effect as of July 1, 2010 :

- (a) High School - 215 work days
- (b) High School, -195 work days, sub calling
- (c) Guidance, 200 work days
- (d) Jr. High School, 215 work days
- (e) Jr. High School Attendance, 205 half work days
Jr. High School Athletics, 205 half work days
- (f) Middle School, 205 work days
- (g) Middle School, 195 work days, sub calling
- (h) Elementary, 195 work days

Section 15.2 Secretaries shall be provided with the date of their first day of work during the first week of August in any work year. Secretaries who have extended work time beyond the regular school work days will have the same number of hours per day as scheduled for the regular workday during the school year.

Section 15.3 All newly hired employees shall report for the required fingerprinting and background check at the employee's expense prior to beginning work.

Section 15.4 The Superintendent's office will notify the President of the Local Union when a new position is created or vacated and when a new employee has been hired or a vacated position has been filled by a current employee.

Section 15.5 Effective September 1, 1989, if the Administration asserts there is reasonable suspicion to believe, based on specific, objective facts, that an employee is under the influence of alcohol and/or prescription (above a therapeutic level) or illegal drugs or has used such substances on school property that negatively affect theirs or others' job performance, that employee may be directed by the Superintendent or designee to undergo immediate medical testing by a Board-selected laboratory** at Board cost. Any employee who refuses to submit to medical testing under these conditions will be subject to discipline up to and including termination of employment. The basis for the Superintendent or designee's direction that the employee undergo medical testing will be reduced to writing and provided to the employee no later than seventy-two (72) hours after the direction is given. Testing shall not be done arbitrarily nor capriciously without reasonable suspicion.

If the medical testing shows the presence of an illegal amount of alcohol as defined by the Drug Free Workplace Act of 1988 and other applicable state and federal laws, an illegal drug or mood-altering legal drug, the employee may request a confirmation test at the Board's cost to insure the accuracy of the test results. If the confirmation results are positive, the employee shall be eligible to use sick leave or unpaid medical leave for attending rehabilitation program. Insurance protection at Board cost shall continue if the employee is on unpaid medical leave. The employee will also be obligated to participate in a Union/Management approved employee assistance program for a maximum of one (1) year period from the date of the initial incident. If the program is not completed, the employee will be subject to disciplinary action.

Any employee who tests positive for an illegal amount of alcohol, illegal drugs, or mood-altering legal drugs will be subject to appropriate disciplinary action.

During the period of involvement with the program, no documents or material related to this problem shall be used against the employee unless it involves the use of alcohol or drugs.

Section 15.6 Any removal or cleanup of asbestos will take place outside of regular school hours if practicable. The hours of the employee performing the removal or cleanup will be rearranged, if necessary, so that the work can be performed on regular time outside of regular school hours. Asbestos Hazard Emergency Response Act regulations will be followed for all asbestos cleanup and removal.

Section 15.7 All classified employees who carry a supplemental contract for coaching may request personal leave time to fulfill coaching responsibilities.

Section 15.8 Beginning with the 1996-97 school year, employees who use no personal or sick leave (unless school-related) during the one (1) year period from July 1 through June 30 shall receive a perfect attendance bonus based on the following schedule:

One to four (1-4) hour/day employees	\$150 one year
	\$175 for two (2) consecutive years
	\$225 for three (3) consecutive years
	\$275 for four (4) consecutive years
	\$350 for five+ (5+) consecutive years
Four plus (4 +) hour/day employees	\$200 one year
	\$250-for two (2) consecutive years
	\$300 for three (3) consecutive years
	\$350 for four (4) consecutive years
	\$400 for five+ (5+) consecutive years

Jury duty and assault leave will not count against this incentive calculation.

Section 15.9 All classified employees are required to report off to the district AESOP System via telephone or via the website (www.aesoponline.com). Employees who report to work after 10:00 a.m. may report to a designated phone number/voice mailbox or answering machine directly to the district for the purposes of securing a substitute employee. Failure to follow these procedures may lead to disciplinary action up to and including termination of employment. Bus drivers and bus attendants shall report off directly to the Transportation Supervisor.

Designations of Administration to call, the AESOP report-off number, the AESOP website address, or a defined phone number, as defined in this article, shall be posted at the beginning of the school year and re-posted if changed. Calls to AESOP or a district designee phone number for a sub request report off shall be made at least three hours prior to the start of an employee's assigned duty, if possible, and the type of absence being used will be given at the time of reporting off.

Section 15.10 For employees who are required, as part of their regular duties, to do banking on behalf of the school district, mileage reimbursement will be made at the current IRS rate and according to the mileage established by the Board, round trip from his/her building to the bank branch located nearest to the school in which they work. The employee shall keep a daily log of trips made and may submit a requisition for mileage reimbursement on a monthly, quarterly, or annual basis.

Section 15.11 No Support or Instructional Paraprofessional will be assigned to perform any skilled related service with respect to a regular or special education student without appropriate training at no cost to the employee. If, under this provision, the Board requires the employee to attend training outside the employee's normal work hours, the employee will be paid his/her regular hourly rate for such training time. The Administration will determine what training is necessary or required in accordance with all laws and/or statutes that may apply. This provision does not include tuition reimbursement or any other financial reimbursement for mandated additional training to obtain or maintain a certain level of proficiency as required by law.

Section 15.12 In the event that new training is required by the district to perform secretarial duties, such as in the area of technology enhancements, the Board may offer additional time and paid hours for such training.

Section 15.13 FBI/BCI checks will be reimbursed by the employer at the end of the school year in which the check is required, if the employee has perfect attendance during that school year and submits documentation and a receipt to the Treasurer's Office prior to July 31st.

The cost of educational aide certificates for classroom assistants, classroom and bus attendants, Information Communication Specialists, and Library Technicians will be reimbursed to the employee at the end of the year in which they are renewed, provided the employee has perfect attendance during that school year and submits documentation and a receipt to the Treasurer's Office prior to July 31st.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 16.1

(a) Grievance Defined

1. A "grievance" is (1) any alleged violation of this Agreement or any dispute with respect to its meaning or application; or (2) any alleged violation, misinterpretation, or inequitable application of any provision of personnel policy or Board policy or practice.

2. "Work days" shall be defined as a day in which the Board Office is open for business, unless calendar days are expressly called for.

(b) Representation

At all steps of the grievance procedure the aggrieved employee(s) shall have the right to represent himself/herself or to be represented only by Union representative(s). The Union shall have the right to be present at all grievance steps. No grievance meeting shall be scheduled during the working hours of the grievant, if possible.

(c) Time Limits

1. The time limits specified throughout this Article may be extended by mutual agreement.

2. If a decision on a grievance is not appealed at any level of the procedures, the grievance will be deemed settled on the basis of the disposition at that step. If the grievant withdraws a grievance at any level of the procedures, the grievance and any disposition (s) will be deemed null and void.

3. Any hearings or related meetings that may be held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons to attend.

Section 16.2 – Grievance Procedure

(a) **Step One** Within twenty (20) working days of the time a possible grievance arises, the grievant(s) will first discuss the matter with his/her supervisor or the appropriate designated person in an effort to resolve the matter informally. The Superintendent will designate the immediate supervisor for unit members at the beginning of each school year. The Union will be given thirty (30) days notice of any change in designation. The Supervisor will respond within five (5) work days.

(b) **Step Two** - If agreement is not reached in Step One, the grievant(s) may present a written grievance to his/her supervisor or the appropriate designated person within five (5) working days after the Step One discussion. The written grievance must identify the specific provision of the Agreement that is allegedly violated and must be signed by the grievant(s). The supervisor or the appropriate designated person shall give the employee and his/her representative(s) an answer in writing, not later than five (5) working days after receiving the grievance.

(c) **Step Three** - If agreement is not reached in Step Two, the grievance may be submitted to the Superintendent within five (5) working days of receipt of the Step Two written answer. A hearing will be held on a date agreeable to the parties not to exceed ten (10) calendar days. Within five (5) working days after the hearing, the Superintendent or his/her designee shall make a written decision.

(d) **Step Four** - If the grievance is not settled at Step Three, the grievance may be submitted to the Board of Education within five (5) working days of receipt of the Superintendent's answer. A hearing will be held on a date agreeable to the parties as soon as possible. The Board will provide a written response no later than five (5) working days after the date of the Board hearing. If the grievant wishes to bypass a hearing before the Board of Education, or is not satisfied with the Board's response, the grievance may be submitted to arbitration by notifying the Superintendent of the grievant's intent within five (5) working days of receipt of the Superintendent's response

(e) **Step Five** -The arbitrator will be selected by mutual agreement of the parties, and if no agreement can be reached within fifteen (15) working days of receipt of the request for arbitration, either party or the parties jointly, may petition the American Arbitration Association (AAA) for a list of arbitrators. The arbitrator shall be selected in accordance with the rules of the AAA. The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to make any award that is inconsistent with the terms of this Agreement or contrary to law. The expense of the arbitrator and cost of the hearing shall be paid by the losing party.

Section 16.3 The failure of either the administration or the Union to respond to a grievance within the specified time periods shall render the grievance justified in favor of the other party.

Section 16.4 No grievance shall be recorded or listed in the employee's personnel file. There shall be no reprisals against any employee for filing a grievance.

Section 16.5 Employees who have concerns that are not the subject of a grievance are encouraged to discuss such matters with their supervisors without fear of reprisal.

ARTICLE XVII - CONSISTENCY WITH LAW

If any provision of this Agreement between the Board and the Union is found by a court of competent jurisdiction or the State Employment Relations Board (SERB) to be contrary to law, then such provision or application shall not be deemed to be valid and sustaining except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Should any provision of this Agreement become inoperative, either party may request a meeting, to be held within ten (10) working days, to discuss such provision.

ARTICLE XVIII - TRANSPORTATION

Section 18.1 Each school year, a new seniority list of regular bus drivers shall be posted in the bus garage.

Section 18.2 Drivers are required to clean, prepare and make a safety check of their bus daily. Drivers will also be responsible for washing the outside of their bus at least one (1) time each month. Such time will be included in the two (2) hour minimum time for a run.

Section 18.3 Drivers are required to make written reports to the head mechanic of any mechanical defects in their bus. The Board will provide forms for making duplicate reports.

Section 18.4 At least ten (10) days prior to the commencement of each school year, the anticipated vacant runs will be posted. Drivers will be provided forms to indicate their preference of vacant runs for consideration by the school administration in making assignments. Seniority shall be the determining factor considered in making such assignments.

In filling temporary vacancies on four (4) hour positions, the transportation supervisors will attempt to contact contracted regular two (2) hour bus drivers first, on a rotation basis by seniority, before filling the vacancy with an outside substitute.

Section 18.5 – Changes in Bus Runs

(a) When the need exists to increase any bus run by fifteen minutes or more, it shall be posted and filled as a new position and filled within three work days. At the end of the three workdays, the run shall be awarded based on classification seniority.

(b) As a result of the new position being filled, the subsequent open runs become automatically available, without posting, based on classification seniority, with the exception that the final available run shall be posted. Normal bid and/or hiring procedure will be used to fill this final position.

(c) In the event a bus run decreases by fifteen minutes or more, the Reduction in Force procedure shall be initiated, and the affected employees may bump accordingly, based on classification seniority.

(d) Changes in bus driver assignments, as a result of the above procedures, will be reported to the Superintendent's Office immediately in order to allow any needed postings in a timely manner and/or to process any changes in payroll and/or benefit eligibility status as a result of these changes.

Section 18.6 – Field trips

A field trip is defined as any trip other than a regular run.

Field trips to be posted shall be dated and numbered when they are sent from the central administration office to the bus garage. Notice of all field trips will be posted in the bus garage and first offered to the bargaining unit bus drivers on a seniority rotation basis. Absence of an employee when the field trip is offered, refusal of a field trip, or acceptance of a field trip will be considered a turn in rotation. If field trips cannot be filled by bargaining unit drivers, trips shall then be offered to a substitute driver.

Section 18.7 When a regular run and a field trip overlap, eligible bargaining unit bus drivers on the seniority rotation list will have the option of either taking the regular run or of taking the field trip.

Section 18.8 Employees will be paid eleven dollars and thirty-four cents (\$11.34) per hour commencing July 1, 2006 for field trips. Employees will be paid a minimum of two (2) hours for each field trip. Employees will be paid two (2) hours pay if they are not notified of a canceled field trip two (2) hours prior to the scheduled departure time of such trip, unless cancellation is the result of weather conditions. However, when an employee arrives at the bus garage for a scheduled field trip at 5:00 o'clock p.m. or later on regular workdays or anytime on weekends and the field trip is canceled for whatever reason, the employee will be paid the two (2) hour minimum. The field trip rate shall be increased by the same percentage increases as any across-the-board wage increase.

Section 18.9 The Board agrees to pay each regular driver's C.D.L. renewal and criminal records check, including fingerprinting costs, retroactive to 1/1/96, however, the cost of the driving test arising from a driver's record (i.e., accident, violation, etc.) will be borne by the driver.

Section 18.10 Shuttle runs shall be paid in increments of one (1) hour at the field trip rate of pay for the first one-half (1/2) hour. If the run lasts more than one-half (1/2) hour, the driver shall be paid one (1) hour at the regular rate of pay. (Grandfather any employees who currently depend on shuttle run hours for insurance qualification.) These two rates shall not be cumulative; the shuttle run is paid at the field trip rate or the regular rate based on the time consumed up to one (1) hour.

Section 18.11 Van driver is to be paid at the current bus driving rate. Driver will be paid for a basic one (1) hour, and any time over one (1) hour will be paid at the two (2) hour basic run rate.

Section 18.12 Bus drivers who are unable to fulfill mandatory drug testing during their regularly scheduled run/route driving time, including random testing or as an accident follow-up, shall be paid a flat sum of \$25 for the time spent.

ARTICLE XIX - UNION RIGHTS

Section 19.1 Authorized representatives of OAPSE Local 131 may use a designated bulletin board in each school building and in the bus garage for posting notices concerning Union matters.

Section 19.2 OAPSE Local 131 will be provided reasonable usage of the interschool mail service for Union purposes.

Section 19.3 The Union may use school facilities for local Union or committee meetings upon proper filing of a building use request.

Section 19.4

(a) The Board shall provide paid release time of eight (8) workdays to the Local Union President and/or his designee(s) for Union business. The local President shall notify the Board of any employee who will be absent due to Union business. Notice of such leave must be given five (5) working days in advance. Exceptions can be granted only by the Superintendent.

(b) The Union will provide the Superintendent with a schedule of its local meetings thirty (30) days in advance. Employees shall not be excused for more than one (1) meeting per month or more than two (2) hours for any local meeting. Employees will not be excused for meetings earlier than 3:00 o'clock p.m. Any employee wishing to attend any local Union meeting during work hours may do so provided that (1) the employee notify his/her immediate supervisor at least seventy-two (72) hours in advance, (2) the time taken from that shift must be made up in that workday, and (3) only fifty percent (50%) of Union members per building per classification will be permitted to attend such meeting. The Board regards ratification meetings as professional meetings; therefore, employees shall be allowed up to a two (2) hour maximum time to attend ratification meetings without need for make-up time.

Section 19.5 All labor management meetings, processing of grievances to the administration, and disciplinary hearings shall be scheduled to permit the attendance of the local President and/or designee. If meetings are scheduled during work, they shall be on paid time.

Section 19.6 The Union shall be entitled to have one (1) representative at all building council meetings.

Section 19.7 Representatives of the Union may request to meet with members of the administration at times which are mutually convenient to discuss matters of mutual concern.

Section 19.8 – Union Dues

(a) The Board agrees to deduct from the wages of employees the payment of dues to the Union upon presentation of a written authorization individually executed by an employee or provided by notification from the Ohio Association of Public School Employees.

(b) The Board further agrees to continue to honor dues deduction authorizations executed by the employee in favor of the Union to the Board.

(c) The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action by the Board in reliance upon any authorization cards submitted by the Union to the Board.

(d) Dues deduction authorization shall be continuous unless that authorization is withdrawn in writing during the period of August 22-31 of the final year of the contract.

(e) Union dues as certified by the Treasurer of the Union to the Treasurer of the Board shall be deducted beginning with the first pay in October in eighteen (18) consecutive equal installments.

(f) Dues deduction may be started at any time during the year. If a deduction is missed, the amount shall be deducted from the next pay period or the entire balance may be divided among the remaining dues installment period.

(g) All monies deducted and a report of all deductions shall be sent to the State Union Treasurer. A copy of the report shall be sent to the Local Union Treasurer.

(h) The Union shall forward to the Treasurer by September 1 each year the amount to be deducted for that year if changed from the previous year.

(i) Any employee covered by this Agreement whose first day regular assignment begins after January 31, 1989, who is not a Union member, shall be required to pay a fair share fee as a condition of retaining employment with the Coventry Local Schools.

(j) As of the effective date of this provision or sixty (60) days after being hired, whichever is later, any new employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay to the Union a monthly fair share fee to reimburse the Union for expenses related to collective bargaining, contract administration, or grievance adjustment. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Union but who discontinues membership in the Union during the term of the Agreement. It is the responsibility of the board to notify the union of newly hired employees. It is the responsibility of the Union to notify the Treasurer's Office when a new deduction is to be made for fair share deduction for employees who choose not to join the Union or who choose to withdraw from the Union based on the the above criteria.

(k) The monthly fair share fee referred to above shall not exceed the amount of regular monthly dues charged to Union members.

(l) In accordance with Ohio Revised Code Section 4117.09(c), the Union shall determine upon request by a nonmember the amount of rebate to which nonmembers will be entitled--said rebate representing that portion of regular membership dues which is spent in support of partisan politics or ideological causes not germane to collective bargaining, contract administration or grievance adjustment.

(m) Fair Share fees under this provision shall be deducted by the Board from payroll checks of nonmember employees and forwarded to the Union on a basis in the same manner as regular membership dues are deducted and forwarded by the Board for Union members, except that written authorization for such deductions shall not be required from non-member employees.

(n) Any employee covered by this Agreement who has been declared by SERB to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code Section 4117.09(c) shall not be required to join or financially support the Union as a condition of employment. Any such employee shall be required to pay in lieu of the fair share fee described above an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code with the specific organization to be agreed upon by the employee and the Union. In addition, any such employee shall furnish to the Union written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or fair share fee hereunder.

(o) Provisions of this Article shall apply to all current members, all current employees who become members, and all employees whose first day of regular assignment begins after January 31, 1989, except as noted in Section 19.8(b) above.

Section 19.9 Anytime an employee goes on unpaid leave, the Union will be notified by the Superintendent's Office.

Section 19.10 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XX - EMPLOYEE RIGHTS

Section 20.1 The Board will not discriminate in an unlawful way against any bargaining unit member because of race, color, sex, religion, national origin, ancestry, age or disability.

Section 20.2 Neither the Board nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against employees because of membership or non-membership in the Union.

Section 20.3 An employee shall have the right to review the contents of his/her personnel file within a reasonable time after filing a written request to review such file. Such reviews will be handled by the Superintendent (as used in this Agreement Superintendent shall mean "Superintendent or Superintendent's designee"). Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempted from such review. The administrator may remove such information from the file prior to review. Any other material in the personnel file shall be shown to the employee. If papers are removed from a file, indication of their general nature shall be provided to the affected employee.

Each employee shall be given a copy of any material placed in the personnel file, exclusive of privileged information as described above. Any additional copies of material requested by the employee shall only be made at the employee's expense. An employee shall have the right to file an answer or comment to any material included in the personnel file and such answer shall be attached to the file copy.

Section 20.4 No anonymous material shall be placed in an employee's personnel file.

Section 20.5 – Contract status

(a) All new bargaining unit members employed by the Board shall have probationary status for the first one hundred seventy-eight (178) work days of their employment. The probationary period begins on the first day in active pay status as a bargaining unit member. Each probationary employee will be given at least one (1) written evaluation of his/her work during this period. A probationary employee may be released from employment at the discretion of the Board by written notification of the Board's action. No reason need be given for such release and such release shall not be subject to a grievance under Article XVI of this Agreement.

(b) This Article shall supersede the provisions of Ohio Revised Code Section 3319.081, relating to employment contracts.

Section 20.6 – Discipline

(a) Employees may only be disciplined or discharged for just cause. Discipline less than discharge will be undertaken for corrective purposes only and should be progressively invoked.

(b) Any employee who has a disciplinary conference with an Administrator of the Coventry Schools must be notified in writing at least forty-eight (48) hours before the conference, with the

written notice clearly stating that the meeting is to be called for disciplinary reasons and stating the specific charges and the participants in the meeting.

(c) The employee may request to be accompanied by one Union representative in addition to the Union President and/or the OAPSE Field Representative at such conference, provided such request does not unduly delay the holding of the conference. Pending the disciplinary hearing, the employee may be suspended with pay from his/her job assignment.

Section 20.7 For purposes of Article VI, a probationary employee shall not have seniority rights. However, employees retained beyond the probationary period shall have their seniority computed as of their date of hire.

Section 20.8 Prior to November 1 of each school year, the Superintendent shall post in each school a list of employees by classification and seniority. Within fifteen (15) calendar days after the posting of this list, any employee who believes the listing is inaccurate shall provide a written statement to the Superintendent explaining the inaccuracy and the basis of such inaccuracy. Failure to so notify the Superintendent will waive any inaccuracy as to such individual employee's seniority date and classification listing for that school year.

ARTICLE XXI - SUBCONTRACTING

The Superintendent may subcontract snowplowing, grass cutting, plumbing, heating, electrical, carpentry, masonry, painting, or other skilled trades work that is not normally or routinely performed by bargaining unit employees, provided that it is cost effective to do so, and further provided that the subcontracting will not result in a reduction of the regular number of days or hours of any bargaining unit members. Exception: Field trip transportation for special student trips (i.e., The Wilds, State Championships, athletic playoffs, etc.) that are paid for by an outside organization and/or students/parents that the Superintendent deems appropriate and/or necessary.

ARTICLE XXII – ENTIRE AGREEMENT

This Agreement supersedes all prior agreements between the Union and the Board and represents the entire agreement of the parties.

ARTICLE XXIII - DURATION

This Agreement will remain in effect from July 1, 2010 through June 30, 2013 unless reopened in accordance with the provisions of Article II and/or Article XII, Section 12.1.

Good Morning!

Thanks for your responses about having access to USASCN. Since you all have access to this program, I have attached some directions for using the program to check the status of your account balances.

To explain briefly how it works, when you make a deposit, it is posted to the Receipt account and automatically adds to the Cash Account in one transaction. When an expense is made, it posts immediately and automatically to the Budget account and the

Cash Account at the same time. Therefore, the cash account is always correct at any point in time with a current cash balance (and includes encumbrances).

Budget accounts for Funds 009, 018 and 200 are then increased only after receipts are posted. If that step is not done at the exact time as the receipt is posted, you can find that the balance on a BUDSUM may be low by the most recent revenues that you have deposited. The Budget accounts need to be "updated" every time a receipt is deposited/posted.

Therefore, when you have questions regarding a balance in one of your accounts, using the USASCN Account File Maintenance Program is the quickest and most reliable way to check your balances. If you see a discrepancy between a BUDUM or Budget account balance and the Cash balance, it is likely because your most recent receipts have not been posted to the Budget account. This applies only to your Funds 007, 009, 018, and 200.

If you want to review a general fund account balance, you can use USASCN anytime with the 02 (budget) code in front of the account number. General fund accounts are not updated by receipts deposited.

If you have any questions or have any difficulty when you experiment with this program, please feel free to call Kelly or me for help. We'll be happy to walk you through it or come out to your building to work with you.

I hope this information proves to be useful to you!

Lee

BOARD OF EDUCATION OF THE
COVENTRY LOCAL SCHOOL DISTRICT

OAPSE UNION LOCAL #131

Board President

Union President

Superintendent

Memorandum of Understanding

This Memorandum of Understanding is entered into by and on behalf of the Coventry Local School District Board of Education ("Board") and the Ohio Association of Public School Employees, Local #131 ("OAPSE") by duly authorized representatives of each party.

The Board and OAPSE are parties to a collective bargaining agreement ("CBA") that has a term from July 1, 2013 through June 30, 2015 and authorized representatives of each party engaged in negotiations regarding a successor agreement between the Board and OAPSE.

As a result of those negotiations, the Board and OAPSE agree to the following terms for a successor CBA, effective July 1, 2013 through June 30, 2015:

Whereas in Article V – Substitute Pay, section 5.1 (a) states "In the event a regular employee works in a higher paid classification than the employee's regular job (Job #1 on the employee's time sheet), the employee shall be paid a base rate of pay for the higher paid classification for all hours/days worked"; and Whereas the parties are willing to enter into an agreement of retaining step position and longevity pay in a higher classification.

Now therefore, it is agreed that:

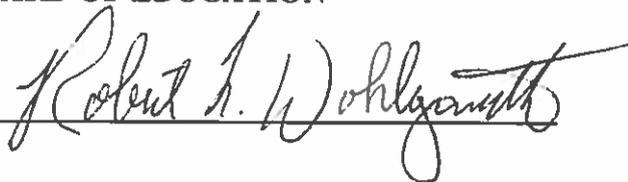
A regular employee will retain their current step position and longevity pay during substitution for other bargaining unit members in a higher paid classification.

The parties hereby agree to the aforementioned conditions:

**COVENTRY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL #131**

By:



By:



Date:

4/25/14

Date:

4/24/14

APPENDIX

A

This form is to be forwarded to the Superintendent's Office.

COMPENSATORY TIME REPORTING FORM

This form is to be used when you have earned compensatory time due to a calamity day (straight time) or due to overtime (time and a half). The form must be completed with a detailed description of duties performed to earn this compensatory time. Form must include your signature, your supervisor's signature, and the Superintendent's approval before time is taken. All time accumulated must be used within the fiscal year earned or is forfeited.

Employee Name

School Year

Date of Hours Earned

Building

x 1.5 =

Compensatory Hours

Calamity Hours

Description of Duties:

Employee Signature

Supervisor's Signature

Date

Superintendent's Approval

COVENTRY LOCAL SCHOOL DISTRICT **Classified Personnel – Evaluation Form** **(Appendix B)**

EMPLOYEE _____

LOCATION _____

POSITION _____

DATE _____

Evaluation Code: E -Excellent G - Good S- Satisfactory NI-Needs Improvement U-Unsatisfactory

1. Performs job duties effectively _____
Comment:

2. Performs job duties efficiently _____
Comment:

3. Performs all duties assigned _____
Comment:

4. Attendance (including reporting to work on time) _____
Comment:

5. Ability to work well with others (including Supervisors) _____
Comment:

6. In what ways could this employee improve performance
(give examples if appropriate) _____
Comment:

7. Overall evaluation _____

Employee's Signature
Only indicates employee has read.

Administrator's Signature

Original – Personnel File Canary – Employee Pink – Administrator

**OAPSE - COVENTRY LOCAL SCHOOLS
HOURLY RATES EFFECTIVE JULY 1, 2010**

Appendix
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Yrs Srv	Head Custodian	Yrs Srv	Assistant Custodian	Yrs Srv	Custodian Helper	Yrs Srv	General Maint	Yrs Srv	Utility Maint	Yrs Srv	Grounds Keeper
0	17.02	0	16.20	0	14.54	0	17.62	0	16.02	0	16.38
1	17.11	1	16.29	1	14.63	1	17.71	1	16.11	1	16.49
2	17.18	2	16.38	2	14.74	2	17.80	2	16.26	2	16.58
3	17.28	3	16.48	3	14.81	3	17.87	3	16.39	3	16.69
4	17.36	4	16.61	4	14.89	4	17.96	4	16.43	4	16.81
5	17.44	5	16.67	5	14.94	5	18.05	5	16.55	5	16.87
6	17.53	6	16.76	6	15.08	6	18.16	6	16.64	6	16.96
7	17.66	7	16.85	7	15.20	7	18.25	7	16.72	7	17.05
8	17.71	8	16.93	8	15.26	8	18.31	8	16.79	8	17.14
9	17.86	9	17.07	9	15.39	9	18.46	9	16.96	9	17.29

Yrs Srv	Bus Driver	Yrs Srv	Head Mechanic	Yrs Srv	Mechanic	Yrs Srv	Classroom Assistant	Yrs Srv	Attendants Lunch Asst	Yrs Srv	Hearing Interpret
0	17.02	0	20.08	0	16.05	0	12.55	0	10.73	0	20.36
1	17.11	1	20.17	1	16.14	1	12.64	1	10.82	1	20.45
2	17.18	2	20.28	2	16.26	2	12.72	2	10.90	2	20.51
3	17.28	3	20.38	3	16.35	3	12.79	3	11.02	3	20.57
4	17.36	4	20.48	4	16.43	4	12.86	4	11.09	4	20.63
5	17.44	5	20.58	5	16.56	5	12.92	5	11.20	5	20.70
6	17.53	6	20.68	6	16.66	6	13.08	6	11.27	6	20.78
7	17.66	7	20.80	7	16.71	7	13.17	7	11.36	7	20.83
8	17.71	8	20.87	8	16.77	8	13.23	8	11.45	8	20.90
9	17.86	9	21.03	9	16.90	9	13.38	9	11.58	9	21.01
Field	12.15										

Yrs Srv	Parent Mentor	Yrs Srv	Info Comm Specialist	Yrs Srv	Library Technician	Yrs Srv	Secretary Aux Clerk	Yrs Srv	Head Cooks	Yrs Srv	Cook Helper
0	14.25	0	15.22	0	12.55	0	15.28	0	14.25	0	12.17
1	14.34	1	15.31	1	12.64	1	15.37	1	14.34	1	12.26
2	14.46	2	15.37	2	12.72	2	15.48	2	14.46	2	12.35
3	14.54	3	15.45	3	12.79	3	15.59	3	14.55	3	12.42
4	14.61	4	15.52	4	12.86	4	15.67	4	14.62	4	12.52
5	14.73	5	15.60	5	12.92	5	15.74	5	14.73	5	12.64
6	14.80	6	15.67	6	13.08	6	15.81	6	14.80	6	12.72
7	14.86	7	15.74	7	13.17	7	15.88	7	14.87	7	12.85
8	14.92	8	15.81	8	13.23	8	15.98	8	14.92	8	12.92
9	15.07	9	15.96	9	13.38	9	16.14	9	15.07	9	13.11

Longevity	10-14 Yrs	15-20 Years	21-26 Years	27+ Years
2010-2011	.45/hour	.60/hour	.75/hour	.95/hour

**OAPSE - COVENTRY LOCAL SCHOOLS
HOURLY RATES EFFECTIVE JULY 1, 2011**

Appendix
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Yrs Srv	Head Custodian	Yrs Srv	Assistant Custodian	Yrs Srv	Custodian Helper	Yrs Srv	General Maint	Yrs Srv	Utility Maint	Yrs Srv	Grounds Keeper
0	17.19	0	16.36	0	14.69	0	17.80	0	16.18	0	16.56
1	17.28	1	16.45	1	14.78	1	17.89	1	16.27	1	16.65
2	17.35	2	16.54	2	14.89	2	17.98	2	16.42	2	16.75
3	17.45	3	16.64	3	14.96	3	18.05	3	16.55	3	16.86
4	17.53	4	16.78	4	15.04	4	18.14	4	16.59	4	16.98
5	17.61	5	16.84	5	15.09	5	18.23	5	16.72	5	17.04
6	17.71	6	16.93	6	15.23	6	18.34	6	16.81	6	17.13
7	17.84	7	17.02	7	15.35	7	18.43	7	16.89	7	17.22
8	17.89	8	17.10	8	15.41	8	18.49	8	16.96	8	17.31
9	18.04	9	17.24	9	15.54	9	18.64	9	17.13	9	17.46
Yrs Srv	Bus Driver	Yrs Srv	Head Mechanic	Yrs Srv	Mechanic	Yrs Srv	Classroom Assistant	Yrs Srv	Attendants Lunch Asst	Yrs Srv	Hearing Interpret
0	17.19	0	20.28	0	16.21	0	12.68	0	10.84	0	20.56
1	17.28	1	20.37	1	16.30	1	12.77	1	10.93	1	20.65
2	17.35	2	20.48	2	16.42	2	12.85	2	11.01	2	20.72
3	17.45	3	20.58	3	16.51	3	12.92	3	11.13	3	20.78
4	17.53	4	20.68	4	16.59	4	12.99	4	11.20	4	20.84
5	17.61	5	20.80	5	16.73	5	13.05	5	11.31	5	20.91
6	17.71	6	20.89	6	16.83	6	13.21	6	11.38	6	20.99
7	17.84	7	21.01	7	16.88	7	13.30	7	11.47	7	21.04
8	17.89	8	21.08	8	16.94	8	13.36	8	11.56	8	21.11
9	18.04	9	21.24	9	17.07	9	13.51	9	11.70	9	21.22
Field	12.27										
Yrs Srv	Parent Mentor	Yrs Srv	Info Comm Specialist	Yrs Srv	Library Technician	Yrs Srv	Secretary Aux Clerk	Yrs Srv	Head Cooks	Yrs Srv	Cook Helper
0	14.39	0	15.37	0	12.68	0	15.43	0	14.39	0	12.29
1	14.48	1	15.46	1	12.77	1	15.52	1	14.48	1	12.38
2	14.60	2	15.52	2	12.85	2	15.63	2	14.60	2	12.47
3	14.69	3	15.60	3	12.92	3	15.75	3	14.70	3	12.54
4	14.76	4	15.68	4	12.99	4	15.83	4	14.77	4	12.65
5	14.88	5	15.76	5	13.05	5	15.90	5	14.88	5	12.77
6	14.95	6	15.83	6	13.21	6	15.97	6	14.95	6	12.85
7	15.01	7	15.90	7	13.30	7	16.04	7	15.02	7	12.98
8	15.07	8	15.97	8	13.36	8	16.14	8	15.07	8	13.05
9	15.22	9	16.12	9	13.51	9	16.30	9	15.22	9	13.24
Longevity		10-14 Yrs		15-20 Years		21-26Years		27+ Years			
2011-2012		.50/hour		.65/hour		.80/hour		1.00/hour			

**OAPSE - COVENTRY LOCAL SCHOOLS
HOURLY RATES EFFECTIVE JULY 1, 2012**

Appendix
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Yrs Srv	Head Custodian	Yrs Srv	Assistant Custodian	Yrs Srv	Custodian Helper	Yrs Srv	General Maint	Yrs Srv	Utility Maint	Yrs Srv	Grounds Keeper
0	17.19	0	16.36	0	14.69	0	17.80	0	16.18	0	16.56
1	17.28	1	16.45	1	14.78	1	17.89	1	16.27	1	16.65
2	17.35	2	16.54	2	14.89	2	17.98	2	16.42	2	16.75
3	17.45	3	16.64	3	14.96	3	18.05	3	16.55	3	16.86
4	17.53	4	16.78	4	15.04	4	18.14	4	16.59	4	16.98
5	17.61	5	16.84	5	15.09	5	18.23	5	16.72	5	17.04
6	17.71	6	16.93	6	15.23	6	18.34	6	16.81	6	17.13
7	17.84	7	17.02	7	15.35	7	18.43	7	16.89	7	17.22
8	17.89	8	17.10	8	15.41	8	18.49	8	16.96	8	17.31
9	18.04	9	17.24	9	15.54	9	18.64	9	17.13	9	17.46
0											
Yrs Srv	Bus Driver	Yrs Srv	Head Mechanic	Yrs Srv	Mechanic	Yrs Srv	Classroom Assistant	Yrs Srv	Attendants Lunch Asst	Yrs Srv	Hearing Interpret
0	17.19	0	20.28	0	16.21	0	12.68	0	10.84	0	20.56
1	17.28	1	20.37	1	16.30	1	12.77	1	10.93	1	20.65
2	17.35	2	20.48	2	16.42	2	12.85	2	11.01	2	20.72
3	17.45	3	20.58	3	16.51	3	12.92	3	11.13	3	20.78
4	17.53	4	20.68	4	16.59	4	12.99	4	11.20	4	20.84
5	17.61	5	20.80	5	16.73	5	13.05	5	11.31	5	20.91
6	17.71	6	20.89	6	16.83	6	13.21	6	11.38	6	20.99
7	17.84	7	21.01	7	16.88	7	13.30	7	11.47	7	21.04
8	17.89	8	21.08	8	16.94	8	13.36	8	11.56	8	21.11
9	18.04	9	21.24	9	17.07	9	13.51	9	11.70	9	21.22
Field	12.27										
Yrs Srv	Parent Mentor	Yrs Srv	Info Comm Specialist	Yrs Srv	Library Technician	Yrs Srv	Secretary Aux Clerk	Yrs Srv	Head Cooks	Yrs Srv	Cook Helper
0	14.39	0	15.37	0	12.68	0	15.43	0	14.39	0	12.29
1	14.48	1	15.46	1	12.77	1	15.52	1	14.48	1	12.38
2	14.60	2	15.52	2	12.85	2	15.63	2	14.60	2	12.47
3	14.69	3	15.60	3	12.92	3	15.75	3	14.70	3	12.54
4	14.76	4	15.68	4	12.99	4	15.83	4	14.77	4	12.65
5	14.88	5	15.76	5	13.05	5	15.90	5	14.88	5	12.77
6	14.95	6	15.83	6	13.21	6	15.97	6	14.95	6	12.85
7	15.01	7	15.90	7	13.30	7	16.04	7	15.02	7	12.98
8	15.07	8	15.97	8	13.36	8	16.14	8	15.07	8	13.05
9	15.22	9	16.12	9	13.51	9	16.30	9	15.22	9	13.24
Longevity		10-14 Yrs		15-20 Years		21-26 Years		27+ Years			
2012-2013		.55/hour		.70/hour		.85/hour		1.05/hour			

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Russell Clady
intendent
5/1/13

Brad W. Stangl
President

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