

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN THE

EUCLID BOARD OF EDUCATION

AND

EUCLID SCHOOL SECRETARIES UNITED

June 30, 2013 – June 30, 2016

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AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE EUCLID CITY SCHOOL DISTRICT
AND
THE EUCLID SCHOOLS SECRETARIES UNITED

I. RECOGNITION

- A. Whereas, it is in furtherance of that purpose that the Euclid Board of Education (hereinafter the "Employer/Board") recognizes the Euclid Schools Secretaries United (hereinafter the "Union") as the exclusive negotiations representative of all full-time and regular short-hour employees in the following classification:

Staff Clerical

For the purpose of this contract, the staff clerical positions shall be thought of as a single combined unit, described as the Union's "Bargaining Unit". The female pronoun when used herein will refer to the male as well, unless otherwise indicated. The foregoing classification shall be exclusive of employees holding confidential and supervisory positions. Confidential employee means any employee who works in the personnel offices of the Board of Education in collective bargaining; or any employee who works in a close continuing relationship with Board Administrators or representatives directly participating in collective bargaining on behalf of the employer. The following positions are excluded from the Union's Bargaining Unit due to their confidential nature.

These positions are:

Secretaries to the Superintendent (2)
Secretaries to the Assistant Superintendent (2)
Secretary to the Business Manager
Secretaries to the Treasurer (2)

- B. If employee groups who are not now members of recognized bargaining units request SERB for placement in an appropriate unit for representation; and ESSU clerical employees is that unit, the existing contract, by mutual agreement, will be modified to allow them membership and become part of the bargaining unit and be afforded all rights under the current agreement. Exclusive of Article IX-C Salaries; II - Longevity; NN - Vacation; PP - Seniority; QQ, RR, SS & TT - Transfer; VV - Salary Schedule.

II. RIGHTS

Representatives of the Board and the Union shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall be attached to negotiation participation or to failure to reach agreement in the course of negotiations. (Protections of this section do not extend to any employee who is acting contrary to law).

The Board recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Board agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Board against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

All employees of the Board within the bargaining unit shall receive equal treatment and share in any and all benefits.

The Union recognizes that the Board has the responsibility and 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 in the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.

Further, it is recognized that sole authority to resolve any matter which may be a subject of negotiations is reposed in the Board, and the unitary function of the procedures established by this document is to assure full consultation and discussion between representatives of the Board and representatives of the Union preceding the Board's discharge of its decision making responsibilities. Compliance with the procedures set forth in this document shall constitute the full consultation and discussion required by the parties as a prerequisite to Board determination of any issue, which may be a subject of negotiation.

Labor management will be established through the offices of FMCS.

III. NEGOTIATION PROCEDURES

- A. 1. If either party to this Agreement wishes to negotiate changes in wages, hours or other terms and conditions of employment, they shall notify the other party, in writing, of such intent not earlier than March 1 of the calendar year during which this Agreement is due to expire. Notification in writing from the Union shall be served on the Superintendent and from the Board shall be addressed to the president of the Union. The initiating party shall also serve a copy of the notice, together with a copy of this Agreement, on the State Employment Relations Board.
2. Within thirty (30) calendar days after receipt of such notice, but no earlier than April 1, an initial meeting will be held at which time the party requesting negotiations will submit in writing all of its proposals and the other party will submit in writing all of its proposals. Thereafter, additional items shall not be submitted by either party unless the other party consents thereto.
3. The first negotiating session shall be held no later than May 1st.
- B. Either party may require at each meeting a decision on the time, date, and place of a subsequent meeting. Meetings shall be scheduled at reasonable intervals, places, and times and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. Meetings shall be closed to the press and public.
- C. Representation at negotiating meetings shall be limited to a team of designated representatives of the Board and a team of designated representatives of the Union. In addition, each party may have up to two (2) observers.
- D. Negotiation meetings shall be scheduled during regular business hours of the Board for the first forty (40) hours of negotiations. These meetings will last no longer than two (2) hours each meeting and will be limited to five (5) union team members. Future meetings may be established so as to not conflict with scheduled work periods. Negotiators on behalf of the Union shall be given reasonable time off to attend negotiation sessions without loss of pay when such sessions are held during their regularly assigned shift period. Negotiation meetings shall be scheduled at the request of the parties, and, until negotiations are concluded, either party may require at each meeting a decision on the time, date, and place of a subsequent meeting.

- E. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement. Final agreement reached through negotiations shall be reduced to writing and submitted to the non-teaching personnel represented by the Union for approval, and all Union negotiators shall recommend approval. Upon approval by the Union, the agreement shall be submitted to the Board for approval and all Board negotiators shall recommend approval. If approved by both parties, the agreement shall then be signed on behalf of the parties.
- F. If agreement is not reached within forty-five (45) calendar days after the first negotiating session, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). Mediation shall constitute the parties' final and exclusive dispute settlement procedure, as more fully explained in Section F of this Article. The mediation period shall terminate on the expiration date of this Agreement or such subsequent date certain as the parties' negotiating teams may mutually agree upon.
- G. The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedures are hereby mutually waived. Mediation, as described in Section E of this Article, constitutes the parties' mutually agreed upon, final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided the procedures herein have been followed, mediation has been attempted and failed, the collective bargaining agreement has expired, and the Union has given the Board a ten (10) day prior written notice of an intent to strike, with a copy to the State Employment Relations Board.
- H. Upon ratification of this contract per agreement between ESSU and the Board, this contract shall be prepared and available by online access, within thirty (30) business days of Board approval.

IV. CONFLICT WITH LAW

If any provision in this document, or any application of the provision in this document conflicts with any state law, regulation, ruling, or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

V. EQUAL OPPORTUNITY

The Euclid Board of Education is an equal opportunity employer and shall continue to abide by all state and federal equal employment laws. Likewise the Union will continue to abide by all state and federal equal employment laws.

VI. TERMS

Unless terminated or changed by mutual consent of the parties, the procedures set forth in this document and the terms thereof governing its application and interpretation will remain in force so long as the Union is recognized as the exclusive negotiations representative as set forth in Article I hereof.

VII. QUALIFICATIONS FOR REPRESENTATION

The Union and Board of Education will abide by current Collective Bargaining laws.

VIII. WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board and the employee organization shall acknowledge that during negotiations resulting in any agreement, each party has the right, subject to the limitations of law in this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after the exercise of that right and opportunity. Further, the Board and the employee organization shall voluntarily waive, during the life of said agreement, said rights and each agree that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in said agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed said agreement.

IX. WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. Contract of Employment

July 1 through June 30 shall constitute a contract year for all members of the bargaining unit. The Board of Education shall by July 15, of each year provide each employee a notice stating the employee's per diem rate, the amount of earned vacation for that year and their contract status as to 10-month or 12-month. A school calendar shall accompany each salary notice for each member of the bargaining unit showing the number of days to be worked, the number of paid holidays and what they are as well as the other times the employee in that classification will be off.

Each employee shall be supplied with a semi-monthly notice indicating the amount of his/her accumulated sick leave and accumulated vacation time.

The Board shall cover \$25.00 of the cost of fingerprinting for criminal background checks for ESSU bargaining unit members required under law after September 5, 2008.

Wages: Effective July 1, 2013, all employees shall receive a 1.75% increase in daily rate but shall not advance on the Employee Pay Schedule. Retroactive pay will be issued in the December 31, 2013 paycheck. For the period July 1, 2014 through June 30, 2016, there shall be no wage increase and all employees shall remain at their current step on the Employee Pay Schedule.

B. Intent Not to Re-employ

The Board of Education shall give notice to each non-teaching employee no later than April 30 of each year of its intent not to re-employ the said employee for the ensuing school year.

The April 30th date does not apply to those members of the bargaining unit who would, for financial necessity, be laid off at any other time of the year.

C. Salary Payments

Clerical salaries will be paid in 24 semi-monthly payments, approximately the 15th and 31st of each month. Clerical salaries are figured on a per diem rate. All employees will receive their pay through direct deposit only, to the institution of their choice.

D. Dues Deductions

The Treasurer will deduct the regular membership dues of the Euclid Schools Secretaries United (ESSU) from the salaries of those secretaries who authorize such deductions. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Treasurer to discontinue such deductions or employment with the Board terminates.

The time period for written notification for the discontinuance of dues deductions shall be between July 1st to July 15th.

Authorization for dues deductions must be presented to the Treasurer no later than August 1 in the year such deductions are to begin. Dues deductions will be made in twenty-four (24) equal installments, beginning with the month of July for secretaries on a 12-month pay plan and for secretaries on a 10-month pay plan. The treasurer of the Board will remit to the Treasurer of ESSU the deduction made each month. In case of a dues increase, the amount of dues to be deducted for the Union shall be filed by letter to the Treasurer. A copy of the Union resolution authorizing any increase shall be included. Authorization for payroll deductions for dues will be limited to the one organization recognized by the Board as representing employees in the bargaining unit.

New employees may be added in any month of the union contract year.

Dues deduction shall be subject to the Treasurer's payroll procedure and payroll deduction priority procedures. Any member of the bargaining unit may revoke dues authorization by written notice to the Treasurer and ESSU Treasurer.

If for any reason the Board fails to make a deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Union agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

Effective July 1, 2008, Employees shall be eligible for dues deductions 30 calendar days after their hire date.

In recognition of ESSU's obligation to and services for the entire bargaining unit as the exclusive bargaining agent, the following ESSU Security Fee provisions are provided:

1. Payroll deduction of Fair Share Fee

The Board shall deduct at no charge to ESSU, from the pay of members of the bargaining unit who elect not to become or to remain members of ESSU, a fair share fee of ESSU's representation of such nonmembers during the term of this agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to ESSU's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of ESSU, shall be transmitted by ESSU to the Treasurer of the Board on or about July 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to ESSU. For those employed less than a full year, the annual fee will be appropriately prorated according to ESSU's formulas.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees for the annual July to June employment year shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after one hundred twenty (120) days after initial employment. An employee may elect to commence earlier deductions by written authorization to the Treasurer.

b. Upon Termination of Membership During the Membership Year.

The Treasurer of the Board shall, upon notification from ESSU that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Entitlement of Rebate

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

7. Indemnification of Employer

ESSU, on behalf of itself, agrees to indemnify the Board for any costs of liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- b. ESSU shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to ESSU and its counsel at all levels of the proceeding; (2) permit ESSU or its affiliates to intervene as a party if it so desires; and/or

(3) to not oppose ESSU or its affiliates' application to file briefs amicus curae in the action; and

- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

8. **Nonmember Rights**

A nonmember in the bargaining unit who pays a fair share fee to or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of ESSU, except as limited by ESSU policy.

Any nonmember of ESSU who elects to continue employment with the Board after a one hundred twenty (120) day period shall be deemed to have consented to receiving the services and benefits to be conferred by ESSU as the exclusive bargaining agent and shall be liable (subject to civil action for damages in the amount of any unpaid service fee and other assessments) to ESSU for the annual service fee assessment.

The above fair share fee provision shall be an exclusive right to ESSU during the term of this agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by ESSU.

ESSU hereby assures the Board, its members, officers and administrative employees that ESSU's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

E. **School Closings**

1. When the Superintendent of Schools, in his concern for student health and safety, declares that all schools are closed because of heavy snow or other severe weather conditions, mechanical emergencies or other acts or conditions beyond control of the system, all members of the bargaining unit be excused from work with pay.

Any employee required to work on such day, as directed by the Superintendent or his designee, in addition to receiving their regular day's wage, will also receive compensatory time at a later date for all hours worked for the reasons noted above, or will be paid an additional day at their regular rate of pay.

2. When an emergency occurs necessitating closing a school(s) or building for part of a day or a full day, all bargaining unit employees will be excused and shall be paid for the remaining workday. Should an emergency, as defined by the Superintendent, Assistant Superintendent, or Business Manager, require the retention of staff to respond to the crisis, the clerical staff shall assist in any building as needed or assigned by the Business Manager or his designee, to duties pertaining to or as a result of the crisis or emergency. Employees will not

be retained to replace an absent employee. Employees retained from that school(s) or building shall receive compensation in accordance with Section E.1.

In the event of an emergency that causes lack of power or water for an extended period of time, and the Business Office has received and/or confirmed that the power and/or water service will not be resumed within two (2) hours, all affected unit employees will be excused for the remainder of the day with full pay. If the emergency is confined to a single location, then at the discretion of the Superintendent, employees at that location may be reassigned to another location to perform duties within their classification. If the crisis has occurred overnight, the Superintendent or designee has the right to request that the bargaining unit employees have a late start day, but will be compensated for the full day.

3. Employees who are off on sick leave on a snow day when all schools are closed will not be charged a sick day for the snow day.

Employees on vacation or personal leave will not be charged for that day on their vacation schedule or personal leave allowance.

Employees who are on a leave of absence or are absent due to illness and have exhausted their sick leave will not receive compensation for a snow day.

F. Work Day Variances

Employees (other than twelve month) who are requested by their immediate supervisor to work during the summer recess with the approval of the Superintendent's designee, shall be compensated at the daily rate of seven and one-half (7-1/2) hours per day for seven (7) hours of work as per the current practice for twelve (12) month secretarial/clerical employees.

Flex Hours - A normal workday must be maintained as directed by the Superintendent's designee. Flex hours, not to exceed one hour per day in duration and no more than one day per week in frequency, shall be permitted only after receiving prior approval from the requesting employee's immediate supervisor and/or the Superintendent's designee. The flex hours are to deal with specific occasional situations like a medical appointment. This flextime provision must be renegotiated and agreed upon at the end of this agreement, or it will automatically terminate.

If a bargaining unit member has been approved for a scheduled day off (compensatory time, personal leave or vacation time), and management needs to cancel the compensatory time, personal leave or vacation time, the bargaining unit member shall have the right to reschedule the time off. In case of emergency or other extenuating circumstances, the rescheduled time may extend into the following contract year with the approval of the Superintendent's designee.

Elementary Building Secretaries will be granted five additional days to be used at the discretion of the Building Principal-Administrator. These days may be used at the beginning of the school year (to open/prepare the building) or at the end of the school year (closing of building), in any combination of days.

G. Union Business Leave

1. The Board shall allow Union officers up to two (2) days leave, without loss of pay or benefits, per contract year to conduct Union business. Only one officer at a time may be on Union Business Leave unless special circumstances exist and approval is granted by the Superintendent's designee.

K. Family Medical Leave Act

Bargaining unit members shall be entitled to leave as provided in the Family & Medical Leave Act of 1993 and the implementing regulations adopted by the U.S. Department of Labor. For purposes of this section, "12 month period" is defined as "the 12-month period measured forward from the date the bargaining unit member's first FMLA leave begins" (i.e., the leave year is specific to each bargaining unit member). Eligible employees are entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

L. Maternity/Paternity/Adoption Leave of Absence

As soon as possible, an expecting employee must send a letter to notify the Superintendent or his or her designee of the due date. A letter will be sent to the employee confirming the absence and substitute to be assigned (if applicable). If an employee develops physical problems which impair their ability to perform their job tasks as a result of pregnancy or the employee's spouse is disabled due to such pregnancy and requires care of the spouse, the employee shall secure a physician's statement attesting to such incapacity. Upon notice to the employer, the employee shall be eligible for a medical leave of absence.

After the baby is born, the employee is entitled to a six-week maternity leave of absence which shall be charged to paid sick leave if sick time is available. The six-week leave begins on the day the baby is born. This leave would be charged against accrued sick time. If the employee exhausts her accrued sick time during the six-weeks, the employee must qualify under the FMLA guidelines to have the balance of the unpaid leave approved.

Employees only receive six weeks regardless of whether or not they are using accrued sick time concurrent with FMLA or on an unpaid FMLA. At the end of the six weeks, the employee must either return to work, request additional time off based on medical necessity (doctor's note required), or continue on FMLA for an additional six weeks (if such FMLA time is available (refer to FMLA section.) If the district employs both spouses, their combined leave for 1 incidence cannot exceed 12 weeks. (i.e. employee has baby, takes 6 weeks/spouse may take 6 weeks.)

While an employee is using accrued sick time concurrent with FMLA, or is on an approved unpaid FMLA, the Board will continue to pay the medical benefits (if applicable). If employees exhausts their sick time, and the employee is not eligible for additional leave under FMLA, the employee must pay for the benefits if he or she wish to be included in the Board's medical coverage and term life insurance.

A bargaining unit member who fathers a child and who has responsibilities for the care of the child or mother of the child shall be entitled to two (2) weeks of paid sick leave without medical documentation.

Any bargaining unit member who adopts a child ages 2 and under shall be entitled to three (3) weeks of paid sick leave. For an adopted child over 2 years of age, there is no allowable use of sick leave. Refer to FMLA or child-rearing leaves for procedures for additional unpaid absences.

M. Parental Leave of Absence

Employees desiring to nurture the newborn child beyond the period provided for under FMLA may make application for a Parental Leave of Absence. Parental leave shall be granted, upon request, without pay, for a full school year or part of the school year in which it is requested for the purpose of caring for a newborn child. If the employee fails to return or give notice of their intent to return at the end of one (1) year, the employee will be deemed terminated.

Request for a parental leave shall be made in writing to the Superintendent or his or her designee not later than thirty (30) days prior to the effective date for such leave and such request shall state the expected duration of the leave. In the case of unexpected circumstances, the notice requirement of thirty (30) days may be reduced or waived.

The Board shall also grant a leave of absence for an adoptive parent for a period up to a maximum of twelve (12) calendar months. This provision shall be in effect for adoptive children six (6) years of age or less. The above provision shall terminate upon the child's sixth (6th) birthday.

The employee shall give the Superintendent or his or her designee thirty (30) working days notice prior to returning from a Parental Leave of Absence.

N. Child Care Compensation

The Board of Education will waive the registration fee for any bargaining unit employee that enrolls his/her dependent child in the Euclid Public Schools' Child Development Center.

O. Personal Leave

1. All classified employees shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days will be rolled over to cumulative sick days. All three days shall be in accordance with the adopted form, which includes necessary personal and family business. No more than two (2) clerical employees at the High School, and (1) clerical employee at other schools, or one (1) clerical employee per department in the Administration Building, may be granted necessary and personal family business leave on any one day.

2. Paid personal leave days are provided in an effort to keep from docking an employee for legitimate business, professional or personal reasons an employee encounters which cannot be met outside the regular workday. This provision for paid personal leave is not to be used to extend holidays or recesses for the pursuit of sporting or recreational interests, hobbies, avocations other gainful employment, shopping, baby-sitting (including grandchildren) or such activities as yard maintenance or to attend business trips with one's spouse.

Employees should understand they have a right to an appeal hearing with representation, if they choose, with the Superintendent's designee to explain and discuss the justification for their request and to have an explanation on the rationale for his decision.

3. Application for paid personal leave shall, except in emergencies, be made at least three (3) days prior to date of such leave. As long as the paid personal leave is consistent with the purposes of this paragraph, it shall automatically be granted.

4. Requests for two (2) or three (3) consecutive days must specify the reasons and have prior approval of the Superintendent's designee.
5. When personal leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. The Union and the Board agree that employees may use personal leave days in no less than hourly increments.
6. Personal leave days for new hires during a contract year will be prorated as follows:

New employees hired on regular basis between:

July 1 through October 31 - 3 days
November 1 through February 28 - 2 days
March 1 through June 30 - 1 day
7. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination and shall result in appropriate disciplinary action, up to and including dismissal.

P. Assault Leave

"Assault" as used in this Collective Bargaining Agreement is understood to be a threat, or attempt to harm, or the resultant harm to a bargaining unit member.

Assault on a bargaining unit member is a most grievous act. An employee who is required to be absent due to a physical disability resulting from a physical assault and/or as a result of mediating a dispute which occurs: In the course of Board employment; while on school grounds; during school hours; or where required to be in attendance at school-sponsored functions, that employee shall be eligible to receive fifteen (15) days assault leave as explained below. Physical disability for the purpose of this section is defined as a temporary condition of incapacity resulting from the physical action against an employee by another person or persons.

If assault leave is granted, the Board will maintain the employee on full pay status during the period of such absence under the provisions of this section.

The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.

If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.

Falsification of either a written signed statement or physician's certificate shall be grounds for suspension or termination of employment.

Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 or any other applicable section of the Revised Code.

Procedures to be followed in case of assault:

1. An incident report (available from the principal, health aide, and the business office) must be filled out. If the employee so requests, the employee shall have

an opportunity to consult with representation of the employee's choice prior to filing the report.

2. The bargaining unit member must notify a building administrator or other appropriate supervisor if medical attention is needed. Coverage will be provided to enable the bargaining unit member to receive immediate medical attention.
3. Bargaining unit members will be provided with notice of the location of the Board's designated health care facility on an annual basis. If another facility is utilized, the bargaining unit member must be seen by a doctor at the designated health care facility within twenty-four (24) hours, or Monday morning (if medical attention is needed on the weekend) following initial medical care of another facility.
4. The bargaining unit member may file a police report for the assault. This can be done at the Board facility or directly at the Euclid Police Department. An appropriate administrator/ supervisor will call the police for the bargaining unit member to enable the bargaining unit member to file a police report at the Board facility. The bargaining unit member may make the report at the Euclid Police Department.
5. If medical attention is needed for a long period of time, a certificate of medical need from a licensed doctor must be sent to the Superintendent's or his or her designee's office. With this certificate on file, the bargaining unit member is ensured under the assault provision that he/she will not be charged for any necessary days or time missed.
6. The administrator and/or bargaining unit member shall make ESSU aware of any assault situations.
7. An impartial investigation of the matter will be conducted by the principal or other appropriate administrator or supervisor and ESSU President or designee, and a report, including recommendations, will be made to the Superintendent or his or her designee.
8. The Superintendent or his or her designee will review the matter and determine the action to be taken. Notification of this action will be sent to all parties involved.
9. The Superintendent or his or her designee shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities including protecting the bargaining unit member's interests.
10. In the case of an assault on a bargaining unit member causing injury for which worker's compensation is paid, the Board will pay the monthly premiums on the adopted medical plan and term life insurance for a period not to exceed two (2) years.
11. It is expected that employees will not abuse this policy and return to work as soon as physically possible, even if emotional distress lingers. If and when the employee exhausts the fifteen (15) days assault leave, he/she may use sick leave or apply for Workers Compensation. If sick leave and the assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted employee becomes eligible for benefits under the State Employees Retirement System because of age, or

where the employee's employment by this district ceases, this leave provision shall no longer apply.

Q. Jury Duty

Upon receipt of a jury summons, employees must notify their supervisor immediately. Employees are considered at work (excused but receiving pay) while on jury duty on any day where jury duty is completed before 1:00 p.m. An exception to the requirement to report for work is if the employee telephones his/her supervisor and the supervisor advises the employee not to report to work. Failure to report as required or taking extra time off may result in forfeiting all rights to jury duty compensation from the Board.

The employee must provide HR/Personnel with a court certificate attesting to the employee's actual attendance and the employee may retain any compensation or reimbursement paid by the court.

R. School Calendar

The Board will provide a printed school calendar with all working days noted.

The President or a designee of ESSU shall be involved in the development of the school calendar for the coming year(s).

S. Personnel Files

1. Any post-employment materials in an employee's personnel file may be reviewed by the employee and the Superintendent's designee or designee who is a Supervisor from the Human Resources Department.
2. No pre-employment information may be reviewed by the employee.
3. Material concerning an employee's conduct, performance, service, character or personality may be placed in the employee's file after the employee has been permitted to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and date on the copy to be filed. His/her signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its content. If the employee refuses to sign, a dated note to that effect will be attached to the material filed.
4. An employee shall be permitted to place material in his/her file, in answer to material already placed in his/her file. Answers shall be attached to the related material in his/ her file.
5. By mutual agreement of the employee and the Superintendent's designee, material that has been found inappropriate or inaccurate shall be removed from the employee's file.
6. Materials placed in the employee's file must be identified in such a manner that the author and the person placing the material in the file are known.
7. All entries into the personnel file shall be dated as to entry.
8. Confidential personal information in the nature of medical information or personal disbursement of paycheck monies is not subject, absent court order, to review by other than the custodian of the personnel file or the individual employee and may not be released to anyone without the employee's permission.

T. Evaluations

All contract employees shall receive an annual evaluation by their building administrator. Evaluations shall contain specific comments and/or recommendations to assist employee in the performance of his/her job. It will be the responsibility of the Superintendent's designee to have all annual evaluations on file by May 15.

Upon completion of an evaluation, the supervising administrator shall meet with employee to review the evaluation. At the end of the review, employee shall sign the evaluation form. Employee's signature signifies that the evaluation was reviewed with the supervising administrator, but does not indicate that employee agrees with the content of the evaluation. If the employee refuses to sign the evaluation, the supervising administrator shall note employee's refusal to sign on the evaluation form before sending it to the Personnel Office. The employee shall have the right to have union representation present during the evaluation meeting.

The employee has the right to submit a written reply to the evaluation.

Plan of Assistance

Where deficiencies are identified, the written report based off the written evaluation of an ESSU member shall include specific recommendations regarding any improvements needed in the performance of the individual being evaluated and regarding the means by which the individual may obtain assistance in making such improvements. This written report shall be known as a plan of assistance. This plan is intended to assist a bargaining unit member in the areas of clerical/office skills, personal characteristics, professional characteristics and professional appearance as noted on the Secretarial Appraisal Form.

The plan of assistance is used for bargaining unit members who are recommended for employment renewal on a "with reservation" basis, or individuals who are considered deficient and at-risk of a nonrenewal recommendation.

An individual wishing to bid while working on a plan of assistance shall meet with the ESSU president and/or designee and Superintendent's designee for consultation regarding the right to bid.

U. Dispensing of Medication

Secretarial/clerical staff members shall not be required to administer first aid or dispense medication to students, employees, or other persons when any one of the following are in the building: 1) the health monitor; 2) a substitute health monitor; 3) a building principal; 4) an assistant principal; or 5) the teacher in charge in principal's absence.

A qualified substitute health monitor will be assigned whenever the regular health monitor is absent.

V. Supervision of Students

Secretarial/clerical staff members will not be required to provide direct supervision of students before, during or after school, except in situations deemed an emergency by the principal or assistant principal such as supervising the loading and unloading of buses, lunch hours, supervising students sent to offices that have been excluded from class by certified staff, etc. If this supervision extends the secretaries' workday, they shall be paid.

Administrators will not assign secretaries student supervisory duties as part of their regular responsibilities (e.g. home room, bus duties, detention supervision.)

ESSU members shall not be responsible for children whose parents do not pick them up after the conclusion of the school day except in the case of emergency.

W. Security

Secretarial/clerical staff shall not be required to make bank deposits without proper security.

X. Job Descriptions

The Union shall be furnished with a copy of job descriptions for each member covered under the terms of this Agreement. If, at any time, a job description is revised (i.e., during the bidding/interview process) the Union shall be furnished with a copy of the revised job description. If, at any time, a member feels her/his job description has significantly changed, a revised job description shall be submitted to the Superintendent's designee for review, approval and file placement.

The applicable job description shall be furnished to each employee when hired or upon transfer/bid into a different job.

Y. Job Responsibility

Secretarial/clerical staff members shall not be required to perform services which are by custom or design usually associated with assignment to other classified personnel. Services performed by secretarial/clerical staff members shall comply strictly with responsibilities as they are outlined in the employee's job description.

Z. Grant Work

Grant Work – Prior to the start of the school year, the Superintendent shall announce to all administrators applying for grants for which clerical services can be funded, they will request such funding.

For grants awarded which include funding for clerical services, if an ESSU member is asked to perform grant work, all work on such grants shall be performed outside of the normal work day and will be paid at time and one-half when work hours exceed 37.5 in any given week, not to exceed the amount funded.

When clerical costs for secretarial assistance are awarded as part of a grant, the District has the authority to determine where the work is completed and how many hours to be assigned an ESSU member.

This Article does not apply to grants that do not include specific funding for clerical services.

AA. Continuing Education

The Board of Education recognizes the need and encourages employees to upgrade their skills beyond the normal ones required to perform their jobs. It is with this recognition that the Board encourages members of the bargaining unit to avail themselves to the course offerings in their job related field. Further, in recognition of the employees need to expand their horizons; the Board encourages employees to take job related courses at other educational institutions.

The guidelines are as follows:

1. Before a member of the bargaining unit enrolls in any course she must first obtain permission from the Superintendent's designee.
2. Only courses that offer training above and beyond the required training to perform the employee's day-to-day tasks will be considered.
3. The members of the bargaining unit may take up to two (2) such courses per year.
4. Upon successful completion of an approved course, the Board of Education shall reimburse the bargaining unit members for the cost of registration.

BB. Training Sessions

1. All new hires will be trained by Data Processing personnel on any computer system(s) required for their position. Upon hiring of a new employee, Human Resources will notify Data Processing (MIS) so that computer training can be scheduled to occur within five (5) business days of the new employee start date. (ESSU members will receive up to three (3) days of training in this new position.) In addition, whenever possible, up to eight (8) hours of transition time will be provided to new hires to work with the person who previously held the position. More time may be approved by the Personnel Office at the request of the administrator who supervises the new hire.
2. In the event that an all-day district wide training inservice is being held within the 184-day school year, ESSU members shall be included and/or a training session will be scheduled. ESSU will participate in the development and planning of any session. The training session shall be a minimum of two (2) hours but not more than a regular 7 1/2 hour work day. Computer training of any type will be provided with input from ESSU as to the logistics of the training, including topics, location and person responsible for providing the training.

CC. Professional Leave

Professional leave may be granted for the purpose of visiting other schools, attending to school business or rendering professional services and for attendance at professional and/or job related meetings and conferences as approved by the Superintendent's designee. Approved individuals must be prepared to in-service bargaining unit members on the obtained information if requested to do so by the Superintendent's designee.

Full pay shall be allowed for professional leave without deduction from such leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.

Applications for professional leave shall be made on a form secured from employee's immediate supervisor. Application shall be completed at least 2 weeks prior to intended leave, except where circumstances make this impossible. The Personnel Office will notify employee within three (3) days of receipt of application with administrative decision.

DD. Payment of Fringe Benefits for 10-Month Personnel

The Euclid Board of Education agrees to pay the 10-month personnel their fringe benefits, hospitalization, UCR and group insurance on the same 12-month basis as 12-month personnel. This agreement is limited to the present fringe benefits and does not cover the payment of further fringes that may be negotiated.

EE. Term Life Insurance

Term insurance will be paid by the Board of Education on the following basis:

Short-hour	\$25,000.00
Full-time	\$50,000.00

Your term life insurance policy carries with it coverage for accidental death and dismemberment. The Board reserves the right to select the carrier. Should the Board change carriers, substantive provisions must be equal to the present contract. Booklets explaining the policy and coverage are available by calling the Benefits Office.

FF. Medical Benefits

1. The Board shall supply the following health plan benefit with single or family coverage for all bargaining unit members. Short-hour employees who elect family coverage must pay the difference between the Board-paid single coverage and Board-paid family coverage through payroll deduction to take advantage of our low family group rates.
2. The Board shall provide family health insurance benefits for employees who are scheduled for at least 37 ½ hours of work per week for the school year.
3. Employees shall pay 10 percent (10%) of the Board's single and family (as applicable) premium cost for major medical and hospitalization coverage based on fully insured equivalent rates.

The Board shall implement a Section 125 plan for premium pass-through so that employee contributions will be paid on a pre-tax basis. Employee contributions to the dental, vision care, and prescription drug programs may also be included in the 125 plan.

Employees will pay two (2) percent of the fully insured equivalent premium rate for single or family, as appropriate, for dental coverages.

4. Employees who choose to participate in a whole health maintenance plan shall have their premiums for single or family coverage paid by the Board up to the monthly maximum of the applicable single or family coverage premium paid by the Board for the Board-contracted Medical Benefit Plan.

New Super Med PPO Plan effective March 1, 2011

Preventive services for dental are received twice in any period of 12 consecutive months.
 -125 Plan/Debit Card as discussed at Insurance Committee
 CoPays for medical coverage apply to the co-insurance limit and out of pocket maximums
 2% premium on dental

Plan Design: The plan includes the following:

Benefits	Network Facility	Non-Network Facility
<u>Dependent Age Limit</u>	<u>Dependent age: 26; Older aged child: 28</u>	
Benefit Period Deductible	\$200 Single/\$400 Family	\$400 Single/\$800 Family
Coinsurance Maximum	\$600 Single / \$1,200	\$1,200 Single / \$2,400

(excludes deductible)	Family	Family
Out-of-Pocket Maximum (includes deductible)	\$800 Single / \$1,600 Family	\$1,600 Single / \$3,200 Family
Maximum Plan Benefits	\$5,000,000 Annual Maximum	
Benefits	Network Facility	Non-Network Facility
Inpatient Facility		
Semi-Private Room & Board (365 days per year)	90% after Deductible	80% after Deductible
Diagnostic Services	90% after Deductible	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or \$ limits.	
Skilled Nursing Facility Base Supplemental Major Medical	No Limits 90% after Deductible 80% after Deductible 90% after Deductible 80% after Deductible	
Outpatient Services		
Surgical Facility Services	90% after Deductible	80% after Deductible
Diagnostic Lab, medical tests, and x-ray services	First \$500 Covered in Full, then 90% after Deductible 80% after Deductible	
Professional Services	90% after Deductible	80% after Deductible
Physician/Office Services		
Office Visit (Illness/Injury)	\$15 copay then 90%	\$15 copay then 80%
Urgent Care Facility Services	\$15 copay then 90%	\$15 copay then 80%
Immunizations (all immunizations)	90% after Deductible 80% after Deductible (100% if service has A or B rating by US Preventative Services Task Force)	

Allergy Testing and Treatments	90% after Deductible	80% after Deductible
Preventive Services		
	A or B in the US Preventative Services Task Force, routine immunizations and other screenings	
Routine Physical Exam/Office Visit (One per benefit period)	100%	\$15 copay then 80%
OB-GYN/Office Visit (One per benefit period)	100%	\$15 copay then 80%
Well Child Care Including exam and immunizations	100%	\$15 copay then 80% Copay applies to exam charge only All other expenses covered at 80%
	32 visits per Lifetime; Birth to age 21	32 visits per Lifetime; Birth to age 21
Routine Mammogram (One per benefit period)	100%	80% after Deductible
Routine Pap Test (One per benefit period)	100%	First \$250 per benefit period covered at 100%, then 80% after Deductible
Routine Prostate Exam (One per benefit period)		
Benefits	Network Facility	Non-Network Facility
	100%	First \$250 per benefit period covered at 100%, then, 80% after Deductible
Routine Colonoscopy & Sigmoidoscopy Exam		
Outpatient Services		
Physical Therapy	90% after Deductible 40 visit limit, combined with Occupational	80% after Deductible
Occupational Therapy	90% after Deductible 40 visit limit, combined with Physical	80% after Deductible
Speech Therapy	90% after Deductible 20 visit limit	80% after Deductible

Chiropractic	90% after Deductible 80% after Deductible	12 visit limit
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or \$ limits.	
Emergency	Emergency use: \$50 emergency Room Co-pay (waived if admitted) Non-Emergency use: \$50 ER Co-pay then 80% of Covered Charges	
Additional Services		
Ambulance	\$25 Co-pay then covered in Full	
Durable Medical Equipment	90% after Deductible	80% after Deductible
Hearing Benefits (2 per 36 months) Exam Conformity & Hearing Aid Evaluations Hearing Aids	\$40 per exam 100% 100%	
Home Health Care	90% after Deductible	80% after Deductible
Hospice	Covered in Full	
Human Organ Transplants	90% after Deductible (Pre-certification required)	80% after Deductible (Pre-certification required)

Note: Copays for medical coverage apply to the co-insurance limit and out of pocket maximums.

5. The Board shall self-fund medical benefits for employees who choose a non-network facility associated with University Hospitals of Cleveland. Such an employee shall be reimbursed by the Board for the cost difference when choosing to use such a non-network facility rather than a facility in the network.

a. The Healthcare Committee shall continue its current work to achieve the following objectives: maintenance of high level of coverage tailored to meet staff needs; maintain a high level of choice of providers; maintain current annual maximum out-of-pocket expenses for medical coverage to employees who receive in-network coverages.

To achieve this objective, the committee will continue to meet on a regular basis and work to reach consensus on controlling costs and improving the plan design. The committee will review proposals that are secured from possible providers, interview carriers, work to reach consensus on a provider and make recommendations to the Board of Education and the ESSU that meets these objectives.

b. Mental Illness

See schedule of benefits above.

c. Alcohol/Substance Abuse

See schedule of benefits above.

6. Major Dental Program

The dental plan will be changed to a managed care dental enhanced PPO plan. The preferred provider dental plan includes a network of dental providers available to employees and their dependents. Plan members can elect to receive dental services from network or non-network providers. The plan pays a percentage of allowable charges based on either a negotiated fee or a reasonable or customary fee. The plan allows for a 100% reimbursement of allowable charges for covered preventative services that are received twice in any period of 12 consecutive months when using in network dentists. Other covered services are subject to a single-family deductible of \$100/\$200 with 80% coverage thereafter for most services, and a maximum annual plan payment of \$2,000 per person. Orthodontic services are covered at 60% with a separate lifetime maximum of \$1,500 per person. Employees electing to participate in the dental program shall pay two percent (2%) of the premium associated with such coverage by payroll deduction.

7. Employees who choose to participate in a whole health maintenance plan shall have their premiums for single or family coverage paid by the Board up to the monthly maximum of the applicable single or family coverage premium paid by the Board, as set forth in the Schedule of Benefits above.

8. Prescription Drug

Effective March 1, 2011, the co-pay for prescription drugs shall be at retail \$10 for generic, \$15 for formulary and \$25 for non-formulary. Effective March 1, 2011 the co-pay for prescription drugs secured via mail order shall be \$15.00 for ninety day supply for generic and \$20.00 for formulary and non-formulary for ninety day supply. Maintenance drugs are available via mail order, and must be obtained after the third retail refill.

Employees shall pay 10 percent of the premium associated with such drug coverage by payroll deduction.

9. Vision Plan

The schedule of benefits is as set forth below:

Benefits	Network Facility	Non-Network Facility
Examinations	Covered in Full	Up to \$30 allowance Once every 12 months
Frames	Covered up to \$120 allowance	Up to \$45 allowance Once every 24 months
Prescription Lenses	One pair per 12 month period	
Benefits	Network Facility	Non-Network Facility
Single Vision Lenses	Covered in Full	Up to \$25 allowance
Bifocal Lenses	Covered in Full	Up to \$40 allowance
Trifocal Lenses	Covered in Full	Up to \$50 allowance
Lenticular single Lenses	Covered in Full	Up to \$100 allowance
Contact Lenses (Lieu of Frames & Lenses)	Once every 12 months	
Medically Necessary	Covered up to \$100 per pair	Up to \$100 allowance
Cosmetic	Covered up to \$100 per pair	Up to \$100 allowance

10. Choice of providers for all insurance fringe benefits shall be at the discretion of the Board provided that every member is entitled to no less than maximum benefits of current coverage. The Association will be given the opportunity to examine coverages to be given by new providers, if any, prior to final approval by the Board. The Board's contracts with providers may include (1) anti-duplication provisions under which the Board's obligation will be to provide secondary coverage to those employees eligible for coverage under some other insurance fringe benefit plan, and (2) where spouses are both employed by the Board, the Board shall in no case be obligated to provide more than one plan per family.
11. The dental, prescription drug, and vision care program are free-standing, and an employee may enroll in any or all of these programs (all single or all family only).
12. A member of the bargaining unit and his/her "qualified beneficiaries" shall be eligible to retain group hospitalization for eighteen (18) or thirty-six (36) months according to the procedures outlined by COBRA by paying the monthly insurance premiums to the Treasurer's Office.
13. Any employee who is covered by her/his spouse's family medical coverage may annually waive her/his medical coverage in writing and receive a \$1,000 per year cash "waiver bonus" at the end of the school year. (This option includes two Euclid Board employee families.) The waiver must clearly explain the procedure for enrollment if spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter.
14. Calculations for Term Life Insurance and Medical Insurance

The following hourly basis will be used for calculating term life insurance and medical insurance:

- Short-hour – 20 to 37 hours per week –
full-year contract
- Full-time – 37-1/2 hours or more per week –
full-year contract

15. For all employees hired after January 1, 2007, if an employee's spouse is eligible to participate, as a current employee or retiree, in group health insurance and/or prescription drug insurance plan (including, but not limited to, all available coverage for medical, drug, dental, and prescriptions) sponsored by his/her employer or any public retirement plan, the spouse must enroll in that plan or, should the spouse elect not to enroll and participate in that coverage, the District employee shall pay an additional \$200 per month for family coverage, in addition to any other contributions otherwise due.

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 40% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payer of benefits.

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

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

16. Term Life/AD&D Insurance

Term insurance will be paid by the Board of Education on the following basis:

Short-hour \$25,000.00
Full-time \$50,000.00

17. Insurance Booklets and Contracts

Each employee shall be provided a summary plan booklet for each insurance program provided. The ESSU President shall be provided a complete copy of the contract and any amendments thereto between the Board and the carrier for each insurance program provided to employees.

18. Coverage During Unpaid Leave

An employee granted a leave of absence without pay as provided in this Agreement shall be given the opportunity to continue insurance coverages in existing programs, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

GG. Severance Retirement Pay

Members of the Bargaining Unit actively employed on a permanent or part-time basis by the Board, who elect to retire and have been accepted for retirement by the State Teachers Retirement System of Ohio and the School Employees Retirement System, shall be paid a lump sum equal to one-fourth of the value of the accrued, but unused sick leave credit to a maximum of sixty (60) days.

All personnel not qualifying for paragraph one actively employed on a permanent basis, retiring between the ages of fifty and sixty who have fifteen to twenty years of Euclid service, will receive severance pay equal to one-sixth of the accumulative sick leave to a maximum of thirty (30) days. All personnel not qualifying for paragraph one actively employed on a permanent basis between the ages of fifty and sixty with over twenty years of Euclid service will receive severance pay equal to one-sixth of the accumulative sick leave to a maximum of forty (40) days.

Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

HH. School Employees Retirement System Pick-Up

If the Board of Education passes a resolution picking up any portion of any employees retirement, the Board agrees to pick up the employees contribution to School Employees Retirement System, for members of the bargaining unit.

This is a no-cost item to the Board of Education.

II. Longevity Program

Each actively employed full-time clerical employee of the Euclid Board of Education, in the various classifications listed on the Clerical Salary Schedule shall receive an additional salary payment with the first payroll check in December of each year in recognition of length of service or longevity in accordance with the following stipulations and schedule:

1. Should an employee retire or pass away during any part of the year prior to December 1, such employee's longevity pay shall be prorated to the effective date of retirement or the death of that employee for that year only. Prorated payments will be based on full months of work only.
2. The anniversary date to qualify an employee for longevity in any year shall be the employee's full-time starting date. An employee on an unsalaried leave of absence (including absences due to an injury compensable under Workers Compensation) in excess of 30 days will have their seniority date for longevity

purposes recalculated. This means that they will not accrue seniority while on any unsalaried leave and will not accrue longevity.

3. Any employee who has reached five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of employment in any calendar year qualifies for longevity payments as of December 1 of that year.
4. Full-time means employees working 37-1/2 hours or more per week on a 10- or 12-month contract.

(5 years - \$ 250.00 – if eligible)
10 years - \$ 575.00
15 years - \$ 750.00
20 years - \$ 850.00
25 years - \$1,300.00

Effective November 19, 2008, the five (5) year increment will be deleted and employees hired on or after that date shall not receive longevity increments until the tenth year of employment. Employees hired prior to November 19, 2008 will not be impacted.

Effective with the 2014-2015 school year, longevity payments will be made as follows:

	10-month employee	12-Month employee
(5 years – if eligible)	\$ 275.00	\$ 300.00
10 years	\$ 625.00	\$ 675.00
15 years	\$ 800.00	\$ 850.00
20 years	\$ 900.00	\$ 950.00
25 years	\$1,350.00	\$1,400.00

JJ. Overtime

Clerical personnel who are on a 37-1/2 hour weekly work schedule and are requested to work overtime will be paid at 1-1/2 times the regular hourly rate of pay.

Hours Worked: Hours worked includes all time an employee is required to be on duty, required to be on the employer's premises or any other prescribed place of work, or allowed (suffered or permitted) to work. Hours worked excludes vacation, sick leave, personal leave, calamity days, holidays, other paid but non-worked time, and any other time excluded from "hours worked" under the Fair Labor Standards Act.

Hours worked in any week beyond 37-1/2 hours will be compensated at 1-1/2 times the regular hourly rate of pay. If the employee elects to earn compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the Superintendent's designee on a time and one-half basis, at a time mutually convenient to the employee and the administrator. Earned compensatory time will be limited to 75 hours in any school year.

Overtime is not limited to the clerical duties of the office. If a member of this bargaining unit is requested, by an administrator to assist at school/building or on-site functions, that member is entitled to overtime pay as stated above. This shall include, but is not limited to, conference nights, open house, musical programs, dances, prom, and commencement. Overtime will be paid only if prior approval is granted by the Superintendent's designee.

Compensatory time will be charged at the number of hours taken and additional minutes will be charged at the rate of 0-30 minutes (1/2 hour), 31-60 minutes (1 hour), etc.

Compensatory time earned after July 1, of each year, must be declared by June 15 of the following year as to vacation and compensatory time. Earned compensatory time for vacation will be limited to five (5) days in any school year, and although declared on June 15 may be used through August 15. All compensatory vacation time is subject to Sec. IX-LL of this contract. Payment for compensatory time shall be made at the appropriate rate of pay that exists on June 15, in the first pay in July.

KK. Paid Holidays

The following days have been approved by the Board of Education as paid holidays for each member of the Bargaining Unit, except as described in this paragraph, provided each such employee accrued earnings on the next preceding and the next following scheduled work days before and after such holiday. The two previously unpaid holidays shall return to paid status for the 2013-2014 school year and remain in the contract.

The bargaining unit will have input into the scheduling of the winter break paid holidays granted. Should there be a conflict between the ESSU calendar and the ECA calendar, the presidents of both bargaining units will meet with the Assistant Superintendent for Personnel to work out a common calendar.

Should a common calendar not be agreed upon, the resolution will be determined by a coin flip in the office of the Superintendent's designee.

12-Month Employees - Paid Holidays

- | | | |
|-----|------------------------|--|
| 1. | Labor Day | |
| 2. | Thanksgiving Day | |
| 3. | Day after Thanksgiving | |
| 4. | Christmas Eve Holiday | Exact date dependent on calendar |
| 5. | Christmas Day Holiday | Exact date dependent on calendar |
| 6. | Christmas Holiday | [scheduled dates consistent with other hourly employees] |
| 7. | Christmas Holiday | [scheduled dates consistent with other hourly employees] |
| 8. | Day before New Year's | |
| 9. | New Year's Day | |
| 10. | Martin Luther King Day | |
| 11. | Presidents' Day | |
| 12. | Good Friday | |
| 13. | Memorial Day | |
| 14. | Fourth of July | |

10-Month Employees - Paid Holidays

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Day
7. Martin Luther King Day
8. Presidents' Day
9. Good Friday
10. Memorial Day

LL. Mileage

Members of the bargaining unit required to use their personal car during the workday as part of their duties shall be paid mileage at the rate prescribed by the Internal Revenue Service. The current Internal Revenue Service prescribed rate shall be implemented each January 1.

MM. Notary Public Certification

The Superintendent's designee shall determine the number of employees needed to meet notary requirements for the school district. Those employees holding positions designated as requiring notary public certification will be paid \$.75 per day for such certification. Employees who are required to acquire or hold the notary public certification shall be released from work to secure their certificates or renew without loss of pay or benefits. Employees who transfer to a position, which does not require notary duties, shall cease receiving said stipend, effective the day of the transfer.

NN. Vacation Benefits

Vacations for all 12-month clerical employees of the Euclid Board of Education are to be taken at such times as may be approved by the Superintendent's designee. Vacation dates must not conflict with the Board of Education calendar and programs. The starting date for earned vacation is July 1st of each year and must be used by June 30th of the following year with these limitations:

1. Having obtained ten (10) working days prior approval from the Superintendent's designee, employees who hold positions that acquire vacation time may take their vacation at any time, but should attempt to schedule their earned vacation time during recess periods.
2. All employees qualifying for five (5) weeks vacation must split up at least one (1) week of that vacation unless prior approval is received from the Superintendent's designee.
3. Unused vacation is not cumulative to the next year.
4. If paid holidays fall during an employee's vacation, the employee is entitled to one additional day for the paid holiday, the time to be arranged with his/her supervisor and Superintendent's designee.
5. Employees who become ill (under doctor's care) or require hospitalization during their scheduled vacation time will have the option, with proper documentation, to have this time credited to their sick time instead of their vacation time. Documentation will be a doctor's note and/or hospital discharge papers showing date of admittance and discharge.
6. Any employee transferring or transferred from a 10-month position during the current contract shall be entitled to advance five (5) vacation days after six (6) months in the 12-month position. After 11 months of continuous service in the 12-month position the employee shall receive the balance of the total accrued vacation days, for the actual years of service as a full time employee, in the next contract year.
7. Any employee transferred or transferring from a 12-month classification to a 10-month classification shall receive the prorated portion of his/her earned but

unused vacation leave for the current year prior to said transfer.

8. Any employee retiring or being separated from employment shall at that time receive the prorated portion of his/her earned but unused vacation leave for the current school year. If separation is immediate, the employee shall be entitled to compensation at his/her current rate of pay for the prorated portion of his/her earned but unused vacation leave for the current year. (Ohio Revised Code 3319.084)

9. Qualifications for Vacation

Employees who have served less than one year are to receive one day per calendar month worked as of July 1, not to exceed five days.

Employees with at least one year to seventeen years and over (based on system wide seniority as defined in Section NN) receive vacation per the following schedule:

One Year	10 Days
Two Years	10 Days
Three Years	11 Days
Four Years	12 Days
Five Years	13 Days
Six Years	14 Days
Seven Years	15 Days
Eight Years	16 Days
Nine Years	17 Days
Ten Years	18 Days
Eleven Years	19 Days
Twelve Years	20 Days
Thirteen Years	21 Days
Fourteen Years	22 Days
Fifteen Years	23 Days
Sixteen Years	24 Days
Seventeen Years & over	25 Days

OO. Rest Periods

There shall be two (2) fifteen (15) minute rest periods in each scheduled seven and one-half (7-1/2) hour work period. The time represents actual time away from the employee's regular duties. Break time will be arranged by the employee in cooperation with the Supervisor and cannot be accrued to lengthen a lunch hour or shorten a workday.

Employees working less than seven and one-half (7-1/2) hours per day, but more than four (4) hours shall be entitled to one (1) fifteen (15) minute rest period.

PP. Clerical Seniority

The Euclid Board of Education recognizes employee's seniority whenever doing so is consistent with sound business practices. There are two types of seniority, namely:

1. System wide seniority which is hereby defined as beginning at the time the employee first is placed on the Euclid Board of Education payroll and continuous uninterrupted service is maintained with the Euclid Board of Education.

Effective July 1, 2005 an employee who is hired into this bargaining unit shall only be eligible for vacation time based on their earned seniority within this bargaining unit.

2. Bargaining Unit seniority which is hereby defined as beginning at the time the employee is first placed on the Euclid Board of Education payroll as a regular employee within the clerical bargaining unit.

System wide seniority shall be used for:

- a. Retirement purposes.

Bargaining Unit seniority shall be used for:

- a. Determining vacation status.
- b. Bidding job openings within the bargaining unit.
- c. Layoffs within the bargaining unit. (Bumping)

System wide seniority is frozen so that there is no further accrual during the term of any unsalaried leave of absence in excess of 30 continuous days (including leaves due to an injury compensable under Workers Compensation). Bargaining unit seniority for the purpose of job bidding, layoff and recall shall continue to accrue during the period of any approved leave of absence.

3. Layoffs and Recall

If it becomes necessary to reduce the number of employees in a job classification due to abolishment or reduction of positions, lack of funds or lack of work, the following procedures shall govern such layoff:

If a reduction in the work force becomes necessary, every effort will be made by the Superintendent's designee to hold personnel by adjusting work schedules. Cutbacks will not be based on seniority but by Board priorities and program requirements.

Whenever it becomes necessary to lay off employees for reasons stated above, affected employees shall be laid off through the bumping procedure according to seniority, with the least senior ESSU employee laid off first.

Authorized leaves of absence do not constitute an interruption in continuous service. In cases of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

At least thirty calendar days prior to the effective date of layoffs, the Board of Education shall prepare, email to ESSU members and post for inspection on-line a list containing all bargaining unit names and seniority dates. This list will indicate which employees are to be laid off. (*Unless this time period crosses into a holiday or shut-down period, in which case the holiday(s) or shut-down days will be included in the thirty calendar day period.)

Each employee to be laid off shall be given at least twenty (20) calendar days advance written notice of the layoff. Each notice of layoff shall state the following:

- a. Reasons for the layoff or reduction.
- b. The effective date of layoff.
- c. Notice of the effective date of termination of employer-paid benefits including employer payment of its portion of health insurance costs
- d. A statement advising the employees of their rights of reinstatement/recall from the layoff.

The Board shall prepare a reinstatement list and all employees shall be placed on the reinstatement list in the reverse order of the layoff. Reinstatement shall be made from this list by seniority before any new employees are hired in that classification or any employee is reinstated/recalled from the probationary list and/or sub list.

When an open ESSU position is posted and remains open after the posting ends, this position shall be filled by the most senior bargaining unit member on the recall list. If the most senior bargaining unit member refuses the position, the position will be offered to the next most senior bargaining unit member and so forth.

The Board will not enter into any agreement with a private concern nor with another government unit, nor with any person to provide services that are being provided by current ESSU members if such agreement would result in a current ESSU member being placed on layoff status or losing their job.

The laid off employee shall hold her seniority and recall rights for two (2) years from the date of layoff. Seniority shall not accumulate during any period of layoff. Any employee recalled/reinstated within two (2) years of layoff shall be deemed to have, on the date rehired, the seniority which had been accumulated up to the layoff date and shall have their bargaining unit seniority date adjusted accordingly. The laid off employee shall provide the administration with her current mailing address, telephone number, etc., and must notify the administration of any change occurring during the year.

In the event of reinstatement/recall, the employee(s) being reinstated/recalled shall be notified by registered mail as to the date of his/her expected return to service. Each employee recalled shall be given at least ten (10) days notice prior to his/her expected return date of service. Declining to be recalled or failure to report on the prescribed date, unless prior approval has been received from the Superintendent's designee, will result in loss of seniority, loss of recall/reinstatement rights, and termination of employment.

If while ESSU members are on layoff long-term work becomes available in excess of 10 days due to the absence of bargaining unit members, and substitute employees are required to replace the absent bargaining unit members, such work shall be offered to laid-off employees who have opted to serve as substitutes and will be called to work by seniority rotation at the hourly rate the employee was making at the time of lay off. If the bargaining unit member opts to serve in this capacity, he/she shall not be eligible to accrue vacation or sick leave unless he/she substitutes for an absent member for sixty (60) or more days.

4. COBRA

The Board shall comply with all applicable COBRA regulations.

5. Bumping Procedures

- a. Should a job be eliminated in an ESSU position, that bargaining unit member may bump the bargaining unit member with the least seniority per the ESSU seniority list. If the affected employee in the eliminated position or the employee who has been bumped does not choose to bump the employee with the least seniority, that employee will automatically be placed on the layoff list. The bargaining unit member with the least amount of seniority, as indicated on the ESSU seniority list, when bumped will be placed on a layoff/recall list.

When an open ESSU position is posted and remains open after the posting ends, refer to recall provisions above.

- b. Employees who have been bumped (but are not on layoff) shall have the opportunity to bid upon open positions as they occur, or are presently available, and are posted for competitive bidding. If the bumped is not successful in the bid interview selection process, she/he will automatically be placed in the last open position that receives no bid from other personnel in the bargaining unit.

In this situation (last open position) as in the bumping process, the administrator has no voice in the selection. Return from layoff of the bumped employee is automatic.

In a bidding or bumping situation where a layoff list exists and an opening occurs, no employee or applicant from outside the ESSU bargaining unit will be considered or interviewed for that opening.

- c. Administrators lose their privilege to interview, evaluate and select in the following situations only:
- 1) In a layoff situation where bumping occurs as outlined above or in a layoff situation where an employee has been bumped out of a position and a last open position exists.
- d. Employees working in any other non-teaching area (cafeteria, finance, data processing, maintenance and operations, para-professionals, etc.) and covered under separate recognition agreements with the Board of Education cannot bump into any clerical positions or classifications covered under the terms and conditions of this agreement; nor may clerical employees under this recognition bump into positions in any other non-teaching classification requiring different skills and represented by a different bargaining group.

6. Seniority Lists

The Personnel Department shall generate a seniority list annually. The Personnel Department shall distribute three (3) copies of the seniority list to the ESSU President. The Union shall meet with the Superintendent's designee within ten (10) working days to discuss and correct any discrepancies. To safeguard the interests of all concerned, the Personnel Office will keep accurate and up-to-date seniority lists which will include the following:

- a. Date employee was originally hired on a regular basis.
b. Total years worked to calculate full seniority.
c. Dates of transfers, promotions.
d. Length of time worked in each classification.

e. Attendance, vacations and cumulative sick leave.

QQ. Transfers

A transfer is a movement of an employee from one job to another job when an increase in salary is not involved. Such shifts may involve no change in responsibility. This type of transfer is accomplished by the bid/interview process only and the selection process.

RR. Job Opening Bidding Procedures

Whenever a full-time ESSU clerical opening occurs, due to resignation, retirement or reorganization, the position stating the classification, contract year (10-month, 12-month), the time allotted to apply and the starting date of the new position must be sent to all active ESSU bargaining unit members. Bargaining unit members wishing to apply for the posted position must apply to the Personnel Office within five (5) working days and ten (10) working days during the summer recesses. (Note restrictions under Layoff & Bumping Procedures.)

When an open ESSU position is posted and remains open after the posting ends, this position shall be filled by the most senior bargaining unit member on the reinstatement/recall list. If the most senior bargaining unit member refuses the position, the position will be offered to the next most senior bargaining unit member and so forth.

All jobs being posted will have a new or updated job description on file in the Personnel Office. All positions will be posted with a job description on file first.

There will be no closed bidding for any vacant position created by retirement, resignation or reorganization. For this purpose reorganization shall mean when more than one clerical position is consolidated with another clerical position, thus creating a new position with a new job title and eliminating the old position and old job description.

Current clerical positions that change contract length, 10-month to 12-month or 12-month to 10-month will not be bid.

Summer school secretary openings shall be posted separately.

Job Shadowing - When a bargaining unit position is posted for bid, up to three interested, qualified, bargaining unit members who have applied for the open position, will each be provided the opportunity to job shadow the open position for a total of 7.5 hours before the interview process. The 7.5 hours may be taken as a whole day or two half days as agreed upon by the applicant, the applicant's immediate supervisor, and the Superintendent's designee. Only one interested applicant may job shadow on a given day. If that applicant normally has a substitute in her absence a (available) substitute secretary will be provided.

The Union President shall be notified in writing prior to the posting of any bargaining unit position and immediately upon the selection of said position.

SS. Interviewing Procedures

The Superintendent's designee shall review the qualifications of each applicant, and determine the top three applicants based on the factors identified below. The top three applicants, as determined by the Superintendent's designee, shall be interviewed by the administrator responsible for the open position. Any applicant not selected for an interview at that time will be notified. If none of the top three applicants are offered and accept the position, the Superintendent's designee shall review the list of applicants to

determine if any of the remaining applicants meet the job qualifications. If so, the Superintendent's designee shall determine up to three additional applicants to be interviewed by the responsible administrator. When the position is awarded, notice shall be posted.

The following criteria, not listed in order of importance, shall be used to determine applicants' qualifications.

1. Factors Involved:

- a. Seniority
- b. Ability to perform the functional requirements of the job
- c. Additional Training
- d. Attendance
- e. Attitude
- f. Evaluations (based upon a mutually agreed upon form)

It is the responsibility of the Board and Administration of the Euclid City Schools to properly evaluate the employees and to determine the qualified applicant so as to reward skill as well as commitment. The most qualified applicant will be selected for the job. If more than one (1) applicant has equal qualifications for the posted position, the senior applicant shall be awarded said position.

The Superintendent's designee will have the authority to make the final selection in the bid interview process.

In all instances, the dignity and concern of the individual employee must be maintained and protected.

If there is a current layoff list, these people must be included in the interview process and the Superintendent's designee must then make a selection from the employees bidding and the employees on the layoff list. (No outside person will be considered.)

TT. Reassignments - A reassignment is a movement of an employee from one job to another on the following basis:

1. Type of Reassignments

- a. Temporary Reassignment - A temporary reassignment is defined as the transfer of an employee from his/her regular assignment to another assignment on a day-to-day basis. The temporary transfer may be authorized by the Superintendent's designee whenever a job vacancy shall occur due to a leave of absence, vacation, extended period of illness, or any other cause whereby the absent employee maintains his/her full seniority status. The vacancy shall be filled by the Superintendent's designee to meet operational requirements.
- b. Administrative Reassignment - (Not a Promotion) - Reassignment of an employee may be made by the Superintendent's designee for the following reasons, providing it is not inconsistent with the contractual rights of another employee:
 - To correct a faulty placement
 - Eliminating personal friction that affect the efficient operation of an office or school
 - To compensate for physical disability.

If a reassignment under this section is deemed necessary by the Superintendent's designee, the reasons for the reassignment shall be provided to the union president and the employee at least ten (10) workdays prior to the projected date of the reassignment. No individual will be subject to an administrative reassignment unless prior to the decision to reassign the individual to be reassigned has been previously made aware of the problem and aware that the problem may lead to an administrative reassignment.

c. Cooperative Reassignment - (Not a Promotion) - The Superintendent's designee may reassign an employee with the approval of the employee or an employee may request reassignment with the approval of the Superintendent's designee and providing it is not inconsistent with the contractual rights of another employee. Cooperative reassignments may be made for the following reasons:

- 1) For unsatisfactory performance on the employee's present job.
- 2) In the event continued performance of the employee's present job will injure the health of the employee.
- 3) In the event injuries or physical limitation causes employees to be unable to perform their job responsibilities of their current classification, they will be reassigned to do the work in a different assignment in that classification or in a lower classification.
- 4) In the event of an employee's request for reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by the Superintendent's designee.
- 5) In the event there are changes in schedules or changes in the methods of doing the job, changes in job descriptions and responsibilities from the time of the original job assignment which either eliminate or materially change the work performed by the employee to such an extent that the majority of work performed by the employee falls outside the original job guidelines for which the employee was hired.

UU. Probationary Period

1. New Employees

All new members of the ESSU bargaining unit shall be subject to ninety (90) calendar day probationary period. The purpose of the probationary period is to evaluate the performance of the new hire and to assist him/her in acclimating to the new position.

The first evaluation of the employee's performance shall be conducted by the responsible supervisor no sooner than the employee's thirtieth (30th) calendar day in the position. The supervisor will prepare a written evaluation of the probationary employee's performance and review the written evaluation with the employee.

The employee will sign any written evaluation, representing the occurrence of the review. The employee's signature is not intended to represent any agreement with the evaluation. Should the employee refuse to sign the evaluation, the supervisor shall attach a dated note to that effect to the evaluation and file it in the employee's personnel file. The new employee shall receive a copy of the note and may request that the union be notified.

In the event the employee disagrees with the evaluation, a written response may be prepared to be attached to the evaluation, and it shall remain a permanent part of the evaluation.

Should the evaluation be unsatisfactory, the supervisor shall prepare a corrective action plan describing the performance deficiencies and the steps necessary to improve performance. It is understood that discipline and/or discharge may occur at any time during the probationary period for violation of any rules and regulations of the Euclid Board of Education.

A second evaluation shall occur within thirty (30) calendar days of the first evaluation. Should the evaluation be unsatisfactory, the supervisor may, at his/her discretion, discharge the employee or formulate a corrective action plan as described above.

The final evaluation shall occur prior to the ninetieth (90th) calendar day of employment. Should the evaluation be unsatisfactory, the supervisor may discharge the employee or extend the probationary period for one additional 30-day period.

Employees shall receive reasonable help and assistance during their probationary period. The Board shall have sole discretion to discipline or discharge probationary employees, and such actions cannot be reviewed through the grievance procedure or otherwise affected by this agreement (provided, however, that the Board will not discharge a probationary employee because of union membership or union activity).

Upon satisfactory completion of the ninety (90) calendar day probationary period, new employees will become regular employees and shall be entitled to all privileges afforded them under this negotiated agreement and through the employer. Employees who are new to the bargaining unit but currently enrolled in the benefit program will continue to receive their benefits through the probationary period.

2. Promoted Employees

An employee awarded a new position, whether a lateral move, position change due to reorganization or promotional job opportunity under the provisions of this contract will be given reasonable help and assistance and shall be allowed a reasonable period of time to qualify, but not more than forty-five (45) working days. The employee will be considered to have qualified on the new job when he/she performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs. If he/she fails to qualify, he/she shall be returned to his/her former job, and, to the extent necessary, those who followed in the advance also shall be set back. Any claim of personal prejudice or any claim of discrimination for Union activity in connection with promotion or job bidding may be taken up as a grievance.

At the end of the forty-five (45) working days, the Personnel Office shall submit the evaluation form to the evaluating administrator who shall complete same.

Employees awarded a job under the job bid or transfer provisions of this contract shall be placed on the step in the new classification which will produce the salary closest to, but not lower than, the salary as they held in their previous classification and prior to their promotion or transfer. However, if the new job is in a higher or lower grade (see TT below) then the employee will be placed on the step closest to the step/salary of the position they vacated, provided that

such salary is not lower than that received by the employee prior to the promotion or transfer.

VV. Administering the Clerical Salary Schedule

1. Grade Descriptions

Grade 1 - This grade includes all secretaries except those listed in Grade 2.

Grade 2 - This grade includes: 2 high school secretaries; one principal's secretary at Central; one principal's secretary at Forest Park; one secretary to the principal in each elementary building; one human resources secretary at Fordyce.

A lateral move shall occur when a current bargaining unit member transfers from a Grade 1 to a Grade 2 position. Example – Grade 1, Step 10 shall change to Grade 2, Step 10.

2. Annual Increments

The Euclid Board of Education salary schedule is not a merit type of schedule. It is a collectively negotiated step schedule with automatic increments for all personnel on the first day of July of each year until such time as they reach the top of the schedule. Any employee whose administrator feels they are not competent and working to capacity and worthy of an increment will not have the increment held back, but after proper board action, will be terminated from Board employment. Under this type of negotiated, automatic, step salary schedule there is no provision for double increments (2 steps).

3. New Employees

a. Employees that are new to the ESSU bargaining unit cannot be initially started on other than the probationary step of their classification until completion of their 90-day probationary period.

Upon completion of the 90-day probationary period, a new hire will receive 2 additional steps if verified documentation of a bachelor and/or associate degree from an accredited college, university or business school or certification from an accredited 2-year technical school in an ESSU job-related field is submitted to the Superintendent's designee. After review of the documentation and satisfactory proof that the employee meets the qualifications, the new hire will be awarded two (2) steps effective as of the completion of the probationary period.

b. New employees who have previously worked for the Euclid Board of Education and are rehired within five (5) years may be returned to the same step they were on when they left.

Criteria for determining this step assignment will be:

- 1) Reason for leaving
- 2) Past performance and evaluation
- 3) Additional training
- 4) Additional education

The evaluation and step assignment will be made by the Assistant Superintendent of Personnel.

- c. Once an employee has completed the 90-day probationary period, the employee may be placed onto other than Step 1 of the clerical salary schedule, dependent upon the following criteria:

Previous work experience - related and non-related

In an educational institution - 5 years or more experience - 2 steps

In a private institution - 5 years or more experience - 1 step

Additional Education

College or business school

graduated with a bachelor's degree or associate's degree - 2 steps

relevant coursework at an accredited school - 1 step

The employee cannot be placed onto higher than step 4 of the salary schedule.

- d. New employees shall be informed, during the interview and hiring process, of the salary schedule step they will achieve at the end of a successful probationary period due to previous work experience and education. This determination will be made by the Superintendent's designee.

4. Reverse Transferring Procedures

Employees transferring from the Administrative classification to the Staff classification will receive credit for each year on Administrative salary schedule plus all continuous education.

5. Union Communications

The Union President shall be notified of all transfers, promotions, layoffs, bumps and the bargaining unit member so affected. Such notification shall be given to the Union President, in writing, within ten (10) working days of the date of the occurrence.

6. Seniority

Seniority in the clerical classification in regard to transfers is only one part of the criteria and is listed under length of service. Beyond that, the Board of Education recognizes clerical employees' seniority whenever doing so is consistent with sound business practices. It is used for the following purposes:

- a. Determining vacation
- b. Calculating retirement
- c. Determining salary schedule steps

WW. Disciplinary Action

Disciplinary actions shall be defined as warnings, reprimands (oral and written), suspensions (with or without pay) and discharge. It is understood that discipline shall only be issued for just cause and applied in a progressive/corrective fashion, except serious misconduct such as under the influence or possession of alcohol, illegal drugs or weapons, theft, assault, child abuse, etc.

An employee who is disciplined must be disciplined within ten (10) working days in which the employer knew or should have known of the events upon which the discipline is based, or within ten (10) days of the conclusion of any investigation, whichever is later. In the event any disciplinary action is taken for serious misconduct prior to an investigation, an investigation shall be conducted as soon as possible following the occurrence of the event giving rise to the disciplinary action. At the time the discipline is issued, the employee who is disciplined shall be given a written notice stating the reason for the disciplinary action. The affected employee will be informed of his right to have a union representative present at any disciplinary hearing which may result in suspension and/or discharge.

Any suspensions shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

In imposing discipline on a current charge, the Board will not take into account minor infractions (anything not resulting in suspension) which occurred more than twenty-four (24) months prior to the current infraction. However, documentation of disciplinary action which resulted in suspension will be taken into consideration in imposing future discipline for a period of sixty (60) months from the date of the infraction. Upon request of the employee, the Personnel Office will remove documentary evidence of minor infractions more than twenty-four (24) months old from the employee's file.

It is important that employee complaints of unjust discipline be processed promptly; therefore, all such disciplinary action can be reviewed through the grievance procedure beginning at Step II. This appeal by the affected employee shall be the sole and exclusive remedy available.

Binding arbitration shall occur in accordance with Level V (Formal) of the negotiated grievance procedure with the exception that fees and expenses of the arbitrator shall be borne by the loser for termination grievances only.

XX. Health and Safety

The Board shall adhere to and observe all applicable health and safety laws. Should a safety concern arise or an unsafe working condition exist, the Board shall not require an employee to perform or work in an unsafe work environment. Safety concerns as they arise will be addressed through a Health and Safety Committee. The Health and Safety Committee will be established by the Business Manager, effective with the 1993-94 school year.

YY. Dress Code

All bargaining unit members are expected to come to work dressed appropriately and professionally. Their dress should reflect pride in themselves and in their work. Exceptions to the above would include building designated "theme days" or "dress down" days. Anyone whose dress is deemed inappropriate by the immediate supervisor/building principal or Superintendent's designee will be sent home to change, and will be docked for any time missed.

ZZ. Union Representation

Non-employee representatives of the union may enter Board-owned buildings between regular business hours upon request or notice to the appropriate administrator, for the purpose of ascertaining whether or not this agreement is being observed and of attending meetings called by the ESSU, Euclid Board of Education or appropriate administrator.

Grievance hearings shall be held during regular business hours of the Board. Should the hearing be scheduled during scheduled work hours, the grievant(s), grievant officer, and

one (1) representative will be allowed to attend the hearing without loss of pay or benefits.

The aggrieved employee, steward (local union representative), the Union president, vice-president and any necessary witnesses who have direct testimony to give shall not lose any regular straight time pay for time off the job while attending any arbitration proceedings.

AAA. District wide Committees

When the Board deems it appropriate to establish district wide committees, with membership from other bargaining units in the Euclid Schools, that will make recommendations or decisions that directly impact terms and conditions of employment for ESSU members, a representative from ESSU will be entitled to sit on said committee.

BBB. Grievance Procedure

1. Definition

- a. A grievance is defined as an alleged violation of a specific article or section of this agreement or any dispute with respect to its meaning or application. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; that such grievance shall be submitted to the following grievance procedures.
- b. "Days" shall mean actual working days.
- c. Grievant - A grievant shall be defined as an affected employee(s), employee group and/or the local Union representation.

2. Rights of the Grievant

- a. The grievant may request and/or designate an ESSU representative at any step including the informal step of the grievance procedure. One representative of the Union shall be entitled to attend all meetings or hearing pertaining to the grievance. The ESSU President shall be sent copies of all grievance responses.
- b. Decisions rendered at each formal level will be made in writing setting forth the decision and the reasons therefore.
- c. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor in other employment decisions, nor shall the grievant, the Union or its officers or any member of the Board of Education or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- d. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- e. Before a grievance is taken to the next level, the Union Grievance Committee has the option of withdrawing its support.

3. Time Limits

- a. The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- b. If a formal grievance (Level II) is not filed within five (5) working days of receipt of the supervisor's answer from Level I, the grievance shall be considered waived.
- c. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step and further appeal shall be barred.
- d. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- e. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract term of the employee, further attempts at resolution shall be postponed until the beginning of the new school year in September, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next school year.
- f. The temporary absence of a principal, immediate supervisor, Superintendent's designee or the Superintendent shall extend the running of the days during the absence of such principal, immediate supervisor, Superintendent's designee or Superintendent, but in no case for more than five (5) additional working days.
- g. Hearings held under this procedure shall be conducted at a time and place which is agreeable to the Union President and the Superintendent's designee. All persons directly involved, including witnesses, shall be entitled to attend. The Union President and Grievance Chairperson shall be allowed reasonable time to attend grievance hearings and arbitration proceedings without loss of pay.

4. Grievance Procedure

a. Level I: (Informal)

Within five (5) working days of the time a grievance arises, the employee will present and discuss the grievance with his/her immediate supervisor in an effort to solve the problem informally.

Within four (4) working days after the presentation of grievance, the supervisor shall give his/her answer orally to the employee. (Supervisor may mean principal.)

b. Level II: (Formal)

If the grievance is not resolved in Level I, the employee or the union representative may, within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent's designee a "written statement of grievance" signed by the employee. A copy shall be given to the supervisor involved at that time. The "written statement of

grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the relief requested.

The Superintendent's designee shall give the union representative an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent's designee and the Union.

c. Level III: (Formal)

If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting a formal grievance to the Superintendent or his/her designee within ten (10) working days after receipt of the Level II answer. Within ten (10) working days of receipt of the form, the Superintendent or his/her designee shall make a written decision.

d. Level IV: (Formal)

If the grievant is not satisfied with the disposition made in Level III, then he/she may within five (5) working days of the Level III answer, request a hearing before the Board of Education. Such hearing shall be held in private (i.e. executive session), but any action taken shall be taken at a public meeting. At the executive session, the employee will be given the opportunity to present the grievance and shall have the right to union representation at said hearing. The decision of the Board of Education shall be rendered as promptly as possible but within twenty (20) working days.

e. Level V: (Formal)

If within thirty (30) working days of the Board's decision the Union is not satisfied, it may request, in writing, for the grievance to be submitted to arbitration. Notice will be submitted to the Superintendent of Schools or his designee.

Within ten (10) working days after notice of desire to arbitrate is given, representatives of the Board and the Union shall meet to select an arbitrator. If they are unable to agree on an arbitrator, he/she shall be selected by the American Arbitration Union.

1) Power of the Arbitrator

- a. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in case of alleged violations by the aggrieved.
- b. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

He/she shall have no power to establish salary schedules or change salary schedules.

- c. He/she shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this Agreement.
- d. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union, with notification to the Administration without decision or recommendation on its merits.
- e. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above and if within the Board and Union's legal authority. It shall be final and binding on the employee or employees involved in the grievance, and the Union, the Administration and the Board.
- f. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called to testify for the other side.

CCC. Retirement Incentive Program

If a bargaining unit member retires July 1, 2014 and provides notice by March 1, 2014 or retires at another time in the 2013-2014 school year and provides 30 days notice, they will receive \$4,500 in a funded health reimbursement account to be paid over three years in \$1,500 increments, starting in January 2015.

X. CONTRACTING OUT

The Board shall not use temporary employees to perform any work now performed or which could be performed by the Union's bargaining unit members. However, the Board reserves the right to hire co-op business students who are enrolled in the Euclid High School program, which provides on-the-job experience for these students.

No more than three qualified students may be employed (system wide) by the Board at any time. These students may not take the place of an absent bargaining unit member. No student will be employed during any lay-off period affecting bargaining unit members.

XI. WORKING DAYS IN EXCESS OF CONTRACT

Should a 10-month employee be asked to work in excess of his/her contract days, he/she will be paid on a daily rate basis and will not receive paid sick, personal, vacation or holidays.

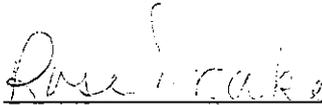
XII. ENTIRE AGREEMENT CLAUSE

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire agreement between parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

XIII. DURATION

This agreement, upon ratification by the official Board Resolution, shall be effective twelve o'clock midnight, June 30, 2013, through twelve o'clock midnight, June 30, 2016.

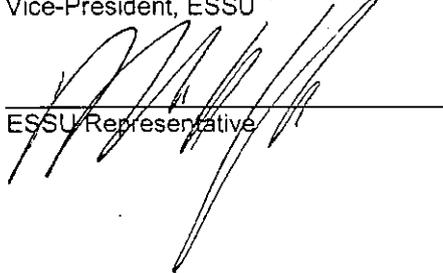
EUCLID SCHOOLS SECRETARIES UNITED



President, ESSU

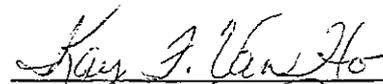


Vice-President, ESSU

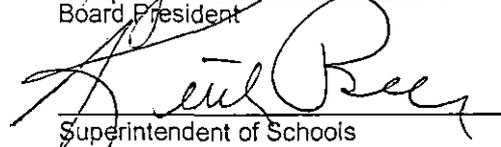


ESSU Representative

EUCLID BOARD OF EDUCATION



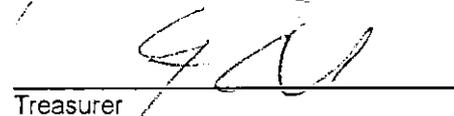
Board President



Superintendent of Schools



Human Resources Manager



Treasurer