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NEGOTIATED AGREEMENT

Between

THE PORT CLINTON BOARD OF
EDUCATION

And

PORT CLINTON CITY SCHOOLS
SECRETARIAL UNIT

Effective:

July 1, 2013 – June 30, 2016

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Article I

1.0 Recognition

The Board of Education of the Port Clinton City Schools, hereinafter referred to as the "Board," recognizes the Port Clinton City Schools Secretarial Unit, hereinafter referred to as the "Unit," as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following.

The bargaining unit shall include all building and central office secretaries and clerks, not previously excluded through a Civil Service exemption. Administrative/supervisory personnel, teaching personnel, all other non-certified employees and all substitutes are also excluded.

Article II

2.0 Negotiations

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent of the Port Clinton City Schools on or before ninety (90) days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than eighty (80) days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedure for the ensuing meetings.

Meetings shall be scheduled so as not to interfere with normal work schedule of employees. If meetings are requested by the Port Clinton City Board of Education during normal work hours, the employee will be paid his/her regular daily wage.

2.1 Negotiations Procedures

Each party to the negotiation shall be represented by at least two (2) but no more than three (3) representatives. All meetings shall be held in executive session and nothing shall be released to the press unless it is mutually agreed to by both parties. Either party may request the presence of professional or lay consultants, at their expense, to advise them in the negotiations.

2.2 Caucus

Upon the request of either party, the negotiations meeting may be recessed for up to thirty (30) minutes so the party may confer in private.

2.3 Disagreement

If agreement is not reached within ninety (90) days following commencement of negotiations, either party may declare impasse. If an impasse is declared, the parties shall submit a joint letter to the Federal Mediation and Conciliation Services requesting their services.

The negotiations 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 procedure are hereby mutually waived. Mediation, as described in 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.

2.4 Agreement

Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party. When tentative agreement has been reached on all items

submitted for negotiations, the negotiation team(s) shall recommend approval to their membership.

Final agreement shall be reached when the secretarial membership ratifies the final negotiated package and it is approved by the Board of Education.

When an agreement is reached through negotiations the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. Copies of the document shall then be printed at Board expense for distribution to the membership.

2.6 **Conflict with State Law**

If any portion of this Master Agreement conflicts with State law, the provisions of this document shall govern.

2.7 **Application of Civil Service Law**

It is the intent of both parties that no section or part of the Civil Service Laws contained in O.R.C. Chapter 124 or the local rules and regulations of the Civil Service Commission apply to employees in this bargaining unit, except as to the original appointment of the Auxiliary Service Secretary. Further, it is understood that the provisions of this contract shall replace and supercede the aforementioned laws, rules and regulations and the Port Clinton Civil Service Commission shall have no authority or jurisdiction as it might relate to contracts, seniority, layoff, bumping, discipline, hiring, promotion, demotion or termination.

Article III

3.0 **Grievance Procedure**

- A. A grievance is a claim of violation, misinterpretation or misapplication of the provisions of this Agreement.
- B. An "aggrieved" is the person or persons within the employee's bargaining unit making the claim.
- C. The limits, in days, under each section of this procedure shall be counted as workdays. The number of days indicated at each level shall be considered as maximum and reasonable effort should be made to expedite the process. The time limits may be extended by mutual consent, in writing, by both parties.
- D. At each level of the formal grievance procedure the grievant shall indicate, on forms provided by the Unit, those authorized by the Unit as grievance representatives at that level.

3.1 Procedure - Grievances shall be presented in accordance with the procedures outlined as follows:

- A. Informal Procedure: The aggrieved and/or Unit President, shall first discuss the matter with the administrator or immediate supervisor concerned with the objective of resolving the matter informally.
- B. Formal Procedure:
 - 1. Level One: If the matter is not resolved informally, the grievance may be submitted in writing to the employee's immediate supervisor. If the grievance is not filed within thirty (30) work days following the act or condition upon which said grievance is based, or became known to the grievant, the grievance shall no longer exist.
 - a. The immediate supervisor may hold a hearing if deemed necessary and shall within five (5) work days after receiving the grievance give the aggrieved his/her written answer, with a copy to the Unit President.

2. Level Two: Within five (5) work days after receipt of the written answer required at Level One, the grievance may be forwarded, in writing, to the Superintendent. The Superintendent shall within five (5) work days after receipt of the grievance, meet with the aggrieved. Within five (5) work days after such meeting the superintendent will give the aggrieved, the appropriate administrator, and the President his/her written answer to the grievance.
3. Level Three: If after receiving the decision of the Superintendent and the Grievant still is not satisfied, s/he may choose, within five (5) work days to submit the grievance to the Board of Education. The Board will consider the grievance within thirty (30) days of receipt of the grievance and the members of the Board and the grievant shall meet in Executive Session to openly discuss the matter and any possible resolutions. If no resolution is reached within five (5) days of the next board meeting, the aggrieved may submit the grievance to the Unit. Within ten (10) days, the Executive Council shall decide whether or not to submit the grievance to Level Four.
4. Level Four:
 - a. If the grievant is still not satisfied with the Board's answer, s/he may, within five (5) working days of receipt of the decision, request the services of a mediator from the Federal Mediation and Conciliation Service.
 - b. The grievant may be present for the mediation conference but each side shall have one principle spokesperson for the conference. The representative of each party shall present the mediator with a brief written statement of the facts, issues and arguments in support of their position, no sooner than one (1) week prior to the conference.
 - c. Each side may present testimony and materials in support of their position at the conference. The rules of evidence shall not apply and the mediator shall have the right to meet separately with any person or persons they deem appropriate.
 - d. Mediation, as described in 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.

3.2 The grievant shall have representative(s) of their choice present at all steps beyond the "Informal Step."

3.3 Involvement with a Higher Authority

If a grievance arises from the action of an authority higher than the employee's immediate supervisor, the grievant may present such grievance to Level Two of the Grievance Procedure. Such grievance shall be filed within thirty (30) work days following the act or condition upon which said grievance is based, or became known to the grievant. Otherwise the grievance shall no longer exist.

3.4 Time limits stipulated herein are considered maximums to ensure rapid resolution of problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of the Administration to adhere to the time limits shall affirm the grievance without prejudice. Failure of the grievant to adhere to the time limits will result in the Association's withdrawal of the grievance with prejudice.

Article IV

4.0 Disciplinary Procedure

No employee shall be disciplined without just cause. The following are guidelines for progressive disciplinary action needed to correct an employee's job performance, deficiencies, and/or unacceptable employee conduct, standards, or practices.

The provisions of this Article shall take precedence over and supercede O.R.C 3319.081. The Port Clinton Civil Service Commission shall have no authority or jurisdiction as it relates to the discipline of bargaining unit personnel.

A. STEP 1 – VERBAL WARNING

A verbal warning from the immediate supervisor. The supervisor may make a written notation of the warning; including time, date, nature of the offense and who was present in his/her record (i.e. Daytimer, calendar, diary, etc.). It shall not become a part of the employee's personnel file unless and until the progressive discipline moves to Step 2.

B. STEP 2 - REPRIMAND

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

C. STEP 3 - SUSPENSION

Penalty of one-day suspension with loss of pay may be given, with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file and the employee.

D. STEP 4 - 3 DAY SUSPENSION

Penalty of up to three (3) days suspension with loss of pay may be given; all suspension and or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file, and the employee.

E. STEP 5 - TERMINATION OF CONTRACT

When it becomes necessary to terminate an employee, the following procedure shall be followed.

- 1). The Board or their designee shall provide the employee a written notice setting forth the reasons for the proposed action.
- 2). The notice shall also include the employee's right to request an informal hearing before the Superintendent.
- 3). At the hearing, the employee and/or their representative shall be given information concerning the alleged infraction and the reasons for considering termination. The employee shall be given time to respond by way of explanation or defense.
- 4). Following the hearing the Superintendent may conduct a further investigation if it is warranted and then make a recommendation to the Board for their action. The employee will be notified in writing of action taken.
- 5). An employee who has been terminated may appeal the decision by filing a grievance under Article 3 of this contract. It shall be filed at Step # 3 of the procedure. The decision of the arbitrator shall be final and binding on both parties.
- 6). Failure to appeal the action within the specified time limits will be considered a waiver of rights and will deem the action final and binding.

- 4.1 Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at any step. The employee shall have the right to be accompanied by a representative of their choice at any step of the process.
- 4.2 Twenty-four months following a written reprimand not involving a suspension, the reprimand shall not be used for progressive discipline if there has been no written reprimands since its issuance.
- 4.3 The Board of Education shall have the authority to dock the pay of any employee for misuse, abuse and misrepresentation of any leave provision and/or the repeated failure to report timely for work.

Article V

5.0 Personnel Files

A secretary shall have the right to respond in writing to any matter considered by the secretary to be derogatory to the secretary's conduct, service, character, or personality. Such response shall be attached to the file copy.

Upon appropriate request by the secretary, s/he shall be permitted to examine her file. Such examination will be in the presence of the superintendent/designee. S/he shall have the right to be accompanied by a representative of their choice when they examine their file.

No material shall be placed in a secretary's file without identification of the author or source of such material. The Secretary shall have the right to challenge the accuracy and truthfulness of any material in her file with the exception of pre-employment materials.

The superintendent or his/her designee shall notify the secretary, if the public requests the right to examine the secretary's personnel file. The secretary shall be given 24 hours to examine the content therein after the initial request is made.

Secretaries shall be permitted to reproduce any material in the file placed there since their employment by the Port Clinton City School District, with the exception of pre-employment materials.

Article VI

6.0 Calamity Days

When schools are closed by the administration due to snow or calamity, during the five (5) days currently allowed by the State of Ohio, secretaries (12 month, 11 month and 10 month) would not be required to report for duty except as specifically deemed necessary by the secretary's immediate supervisor. When so required to work on a specific day, the secretary shall receive the normal pay, plus regular rate pay for all hours worked.

When schools are closed, due to calamity, exceeding the five (5) days currently allowed by the State of Ohio, all twelve month secretaries will be required to report after the fifth (5) such day, at the discretion of the Superintendent, and shall receive no extra compensation for reporting on such days. Eleven (11) and ten (10) month secretaries shall be required to work on make-up days, without additional compensation.

Article VII

7.0 Personal Leave

Each secretary may have four (4) personal days per year one (1) of which may only be granted by a principal or the superintendent for reasons satisfactory to the administration. Personal leave may not be used to extend vacations or holidays. Exceptions may be granted in emergency situations by the Superintendent.

If an individual did not qualify for leave conversion, remaining personal leave days shall be converted to sick leave at the conclusion of the school year (June 30) in only full day increments. Anyone hired after July 1, 2007 will only be granted three (3) days of personal leave.

7.1 Sick Leave

A. All accumulation of unused sick leave credits heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of

this plan. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education, or other political subdivisions in Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.

- B. Sick leave credit shall be computed on the basis of the employment year. An employee on an annual salary shall be entitled to sick leave computed at the rate of 1.25 days for each completed calendar month of service. Sick leave for employees shall be cumulative in an amount not exceeding 265 days.
- C. Employees of the Board who exhaust their sick leave may use remaining personal days, in lieu of sick leave, with approval of the Superintendent.
- D. Sick leave shall be allowed for absence due to the following:
 - 1. Personal illness and personal injury off the job.
 - 2. Illness in the "Immediate family."
 - a). (Immediate Family for the purpose of this policy shall include: mother, father, sister, brother, spouse, children, step-parent, step-child, in-law, grandparent, grandchild, guardian or person living within the house of the employee.
 - b). Absence due to quarantine or critical illness of any person listed above shall be granted for a period not to exceed five (5) working days. Paid sick leave in excess of the limitations therein contained, may be granted by the Superintendent.

7.2 **Maternity Leave**

- A. A pregnant secretary shall be granted, upon request, unpaid maternity leave not to exceed one (1) year, in addition to the remainder of the year in which she begins her leave. The effective date of such maternity leave shall be that as determined by the employee and her physician. The secretary shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave, except when such notice cannot be given because of the determination of the attending physician that such leave must begin within the thirty (30) days, in which event, the Superintendent shall immediately be notified of the date of said leave.
- B. The use of available sick leave for pregnancy shall be governed by a written statement from a physician. The request for additional usage must be accompanied by a written statement from the employee's physician indicating that the employee is disabled and not capable of returning to her normal duties.
- C. All medical, dental, vision, and life insurance benefits shall continue to be provided by the Board during said paid leave. When on unpaid leave, the employee will be responsible for the payment of all premium insurance benefits.

7.3 **Bereavement Leave**

- A. One (1) day of bereavement leave shall be granted with pay for a death in the employee's "immediate family." This day will not be deducted from accumulated sick leave. Any days used for bereavement beyond the first day shall be deducted from the employee's sick leave or personal leave as the employee may choose. The first day of bereavement leave shall not be counted for the purpose of leave conversion.
- B. Employees attending the funeral of a relative, not in the immediate family, and not living in the same household shall be allowed one (1) day of sick leave with no deduction of pay. Bereavement time will be allowed, only if the employee attends the funeral. Bereavement leave shall not be counted against an employee's leave conversion.

7.4 Unpaid Leave

- A. Any employee whose personal illness extends beyond the termination of his/her accumulated sick leave and the amount of sick leave that can be advanced in the contract year, may, at his/her written request, be granted a leave of absence without pay for the duration of such illness, but not to exceed one (1) year.
- B. The Board shall expend no funds for payment of fringe benefits for persons granted an unpaid leave by the Superintendent/Board of Education. Such costs shall be borne by the individual employee on a pro-rated basis. The pro-ration will be based on three hundred and sixty-five days (365). An individual granted a week of unpaid leave should have the leave prorated on the basis of 5/365th. A person granted more than a week of unpaid leave shall have that leave prorated with the inclusion of weekends to the formula. EXAMPLE: An employee requests and is granted an unpaid leave for the month of September - pro-rated formula for benefit deduction 30/365th.
- C. In the event an employee is on extended sick leave, the Board of Education shall provide medical insurance benefits for any bargaining unit member for a period including the full calendar month following the month in which the date of expiration of all paid leave occurs, at the rate the member was entitled under the provisions of Article IX (nine), if the member was enrolled in the program at the time of expiration of all paid leave. This provision shall take affect only if member was on paid sick leave status ten (10) calendar days prior to the expiration of accumulated sick leave and all other paid leave and for personal illness only.
- D. The employee may be required to provide statements, written evidence, affidavits, or other valid proof substantiating the reason for, or cause of the sick leave, by the attending physician.

7.5 Emergency Leave

In the event of a natural disaster (fire, flood, or tornado) to an employee's primary residence, the Superintendent, at his/her discretion, may grant an emergency leave. The number of days to be approved by the Superintendent will be with pay and not deducted from sick leave.

In order to deal with personal emergencies caused by other than a natural disaster, an employee may be granted one day of leave in exchange for three days of sick leave. There shall be a limit of three days per school year for emergency leave as described in this paragraph. The granting of this leave is totally at the discretion of the Superintendent.

Sick leave conversion shall be forfeited for the current school year when emergency leave as described in the above paragraph is used (for clarification: if all three days are used a total of nine days of sick leave have been expended). This form of leave shall not be used to extend a vacation or any other form of non-emergency use (i.e. an emergency can never be a planned event).

7.6 Military

Employees who enter the United States Armed Forces or are members of the Armed Forces Reserve or National Guard shall be provided rights on the basis of the applicable federal and Ohio statutes then in effect.

7.7 Court Leave

- A. Bargaining unit members who are called to serve on Jury duty will receive full pay during the period of such service, subject to their remittance to the Board of an amount equal to the amount of compensation paid them for Jury duty. Jury leave will not impact leave conversion or incentives.

- B. Bargaining unit members who are subpoenaed to appear in court for an issue relating to school business will receive full pay during the period of such service, subject to their remittance to the Board of an amount equal to the amount of compensation paid them as a witness. This will be charged as professional leave but will not impact on leave conversion or incentives.
- C. Bargaining unit members who are subpoenaed to appear in court for an issue relating to personal business will be charged for personal or vacation leave, but in the event of no personal or vacation leave, unpaid leave. This leave will have impact on leave conversion or incentives.
- D. Bargaining unit members who are subpoenaed to appear in court on a non-work day for a Port Clinton School related issue shall be paid at the employee's rate of pay for the time they are in court, or a minimum of 2 hours of pay, subject to their remittance of any compensation paid by the court.

Article VIII

8.0 Leave Conversion

Eleven and ten month secretaries who use no personal leave during the period of July 1 through June 30 of any one contract year period shall receive a bonus of \$150.00 (yearly).

Eleven and ten month secretaries who use no more than two (2) days of sick leave during the period of July 1 through June 30 of any one contract year shall receive a bonus of \$150.00 for each of the following periods during which no sick leave days are used.

July 1	November 30
December 1	February 28
March 1	June 30

Twelve month secretaries who use no personal leave during the period of July 1 through June 30 of any one contract year period shall receive a bonus of \$160.00 (yearly).

Twelve month secretaries who use no more than two (2) days of sick leave during the period of July 1 through June 30 of any one contract year shall receive a bonus of \$160.00 for each of the following periods during which no sick leave days are used.

July 1	September 30
October 1	December 31
January 1	March 31
April 1	June 30

Said bonus shall be paid by July 31, of the year earned.

Article IX

9.0 Health Insurance Benefits

A. For secretarial employees

Members shall be eligible for Prescription Drug, Dental, Vision, Life Insurance and a choice of health insurance plans offered through OSBC Consortium or its successor.

B. The following are the amounts the Board of Education's yearly premium cost shall not exceed with the exception of the employee CAP being exceeded as defined below:

For school year 2013-2014 (Rates and Caps Change January 1st of each year)

<u>4 -Tiers for H.S.A. Plans</u>		<u>Option #5</u>	
Single:	\$5,100	Single:	\$4,650
Employee/Spouse:	\$11,800	Employee/Spouse:	\$10,800
Employee/Child:	\$11,800	Employee/Child:	\$10,800
Traditional Family:	\$11,800	Traditional Family:	\$10,800

For school year 2014-2015:

<u>4 -Tiers for H.S.A. Plans</u>		<u>Option #5</u>	
Single:	\$5,790	Single:	\$5,340
Employee/Spouse:	\$11,285	Employee/Spouse:	\$9,770
Employee/Child:	\$10,802	Employee/Child:	\$8,805
Traditional Family:	\$15,595	Traditional Family:	\$14,595

For school year 2015-2016

<u>4 -Tiers for H.S.A. Plans</u>		<u>Option #5</u>	
Single:	\$5,790	Single:	\$5,340
Employee/Spouse:	\$10,770	Employee/Spouse:	\$9,770
Employee/Child:	\$9,805	Employee/Child:	\$8,805
Traditional Family:	\$15,595	Traditional Family:	\$14,595

The following are the maximum out of pocket monthly premiums for employees. The following employee CAP's sunset at the conclusion of this contract.

The employee CAP's listed below do not apply to employees electing not to participate in the health screening.

<u>4 -Tiers for H.S.A. Plans</u>		<u>Option #5</u>	
Single:	\$120.00	Single:	\$410.00
Employee/Spouse:	\$210.00	Employee/Spouse:	\$805.00
Employee/Child:	\$190.00	Employee/Child:	\$735.00
Traditional Family:	\$300.00	Traditional Family:	\$1,155.00

C. Results based point system

A health screening will be held each year to determine points that can add or subtract from the base health insurance premium amounts. 4 points = the base health insurance premium. The point system is as follows:

5 points =	- 4%	reduction from the base health premium insurance rate
4 points =		Base rate - the current health premium insurance rate for that year
3 points =	+ 4%	add on to the base health premium insurance rate
2 points =	+8%	add on to the base health premium insurance rate
1 point =	+12%	add on to the base health premium insurance rate
0 points =	+16%	add on to the base health premium insurance rate

Non participation. Any employee who does not participate in the health screening and carries the school health insurance will be subject to a 30% add on charge to their base health insurance premium.

The point calculation for employees with a spouse on our plan is as follows:

Both employee and their spouse points are added together, and divided by 2. Any number with a decimal (example 2.5, 3.5, etc) will be rounded up to the next whole number.

An appeals process will be in place that follows federal health care regulations.

In the first year of this contract 2013-2014, the point system will NOT affect the health insurance premiums. Employees are encouraged to screen and receive their results, but their points will not affect their rates with one exception. Employees who choose NOT to screen, will receive a 30% surcharge to their base premium in the 2013-2014 school year. The 30% add-on fee for non participation by an employee will apply for all 3 years of this agreement.

In the second and third year of this contract (2014-2015 & 2015-2016), the point system will take effect as outlined above. The employee caps for monthly premiums also apply to the results based premiums for the life of this contract.

Employee spouses who are on our medical plan are not subject to the 30% add-on fee for non-participation. However, in the second and third year of this contract (FY 2015 & FY 2016) non-participation will result in a point score of 0 and will be added together with their employee's point total to come up with a final score. Employee spouses who are on the district health plan as secondary coverage are also subject to screening procedures as identified above.

Current point structure and biometric goals established by the OSBC shall be in place for the life of this contract.

An insurance committee will review components of all health insurance plans and make recommendations for change, modifications or improvements to said plans. Representatives from Secretarial Union will be on this insurance committee.

- D. The yearly premium shall run from January 1 through December 31 each year and will be prorated for employees working less than twelve (12) months. Staff members working less than full-time, (i.e. less than eight (8) hours per day and/or less than 1688 hrs. per year), shall have their year premium as listed below prorated accordingly.

Effective January 1, 1992, bargaining unit members will have their benefit costs paid according to the following schedule:

1. Any bargaining unit member as of January 1, 1992 who is regularly employed four (4) hours or more per day will receive those insurance benefits in which they are currently enrolled at the current percentage paid by the Board (100% of the established cap).
2. Any bargaining unit member as of January 1, 1992 who is regularly employed less than four (4) hours per day will receive those benefits in which they are currently enrolled with a percentage paid of the established cap by the Board as indicated in the table below

<u>Hrs/day</u>	<u>Jan. 1, 1994</u>
2 or Less	35%
3 or Less	44%
Less than 4	55%

3. Any bargaining unit member employed after January 1, 1992 will receive those benefits in which they choose to enroll at the percentage paid of the established cap by the Board as indicated in the table below:

<u>Hours per day</u>	<u>% benefits paid by Board</u>
2 or less	25%
3	37.5%
4	50%
5	62.5%
6	80%
7	100%
8	100%

- E. Employees who decline family medical and prescription drug insurance via a waiver, shall be entitled to receive the \$2,000 incentive per year (\$1,000 for married couples who both work in the district). This payment will be made on a quarterly basis. The only dual coverage available for married couples who are employees of the district is a single plan. For example, a married couple could both choose a single coverage health plan, but could not both choose a family or a combination family/single plan.
- F. The current deductible for Option #6 (H.S.A) plan is \$2,500.00 single and \$5,000.00 family. These deductibles will remain the same for the duration of this contract.
- G. An employee who has exhausted their health savings account within the first 6 months of the plan year, may be advanced money to their health savings account, with the approval of the treasurer, but the amount of money may not exceed the total amount of the family deductible (currently \$5,000.00) and must be repaid through payroll deduction by the last pay of the plan year.

For example, if an employee has a major medical procedure in February and this requires the employee to pay the first \$2500 (h.s.a. limit for deductible per person), but only has 800.00 in their health savings account, they may request an advance of \$1,700. Upon proof of their health savings balance and the EOB (explanation of benefits) for the medical bill, the treasurer may advance the money to their health savings account. The employee then agrees to adjust the withholding amount to pay back this advance by the end of the plan year (currently December 31st). If the employee leaves the district before the end of the year, they agree to have this amount paid back by deducting any pay, severance or vacation owed to them.

- H. A staff member electing to place any sum of money in a Section 125 Plan (Dependent/Medical Care) will be subject to the regulation established by the Internal Revenue Service. If there is a charge to the district for the administration of the Section 125 Plan, it will be subject to negotiation.
- I. A staff member electing insurance coverage which exceeds their Board paid maximum premium dollars will receive a payroll deduction for the amount exceeding that maximum. This deduction will be made equally from each bi-weekly pay. If the net bi-weekly earnings do not exceed the staff member's share of insurance liability, he/she will be required to pay the monthly liability in advance by the first of the month. If the premium liability is not paid by the 15th of the month all benefits will cease.
- J. Open Enrollment

An Open Enrollment Period of one (1) month designated by the OSBC Consortium or its successor shall occur each calendar year.

A staff member may be covered by the benefit plan through the following qualifying events: death, divorce, marriage, and termination of spouse's coverage; with letter from spouse's employer (stating such). Upon qualifying event occurring, a classified staff member shall immediately notify the Treasurer's Office, in writing. Coverage will take affect upon the first of the following month after notification.

- K. Any one NOT selecting a plan option, and has not returned all required forms to the Treasurer's Office by the specified due date for forms, will be provided the plan they had most recently selected.
- L. Working Spouse Rule

1. The "Working Spouse" rule will be in effect for Port Clinton City School employees whose spouse works for another employer outside the OSBC consortium.
2. Eligibility will be determined based upon the following guidelines:

Your spouse must enroll in at least single coverage through their employer if:

 - Your spouse is eligible for health insurance through his/her employer.
 - Your spouse will be eligible for health insurance through his/her retirement system when your spouse retires.
3. If one (1) of the above pertains to your spouse:
 - Your spouse needs to enroll on their employer's plan at their next open enrollment period for at least single coverage.
 - Your spouse can still be covered on the OSBC as secondary.
4. Your spouse is exempt from this requirement if:
 - Your spouse does not have access to employer subsidized health insurance.
 - The amount a spouse contributes to be exempt will be determined annually by the OSBC Consortium, or its successor.
 - Your spouse is currently retired, eligible for Medicare, but not on the retirement system program. In other words, any spouse retired before the effective date is grandfathered on the OSBC program and is not required to pick up the retirement coverage.

When your spouse has enrolled in a plan maintained by his/her employer, coverage for your spouse under the OSBC plan will then be secondary to coverage provided by your spouse's employer's plan.

M. Employees who decline health insurance can still sign up for dental/vision insurance. The cost will be \$10.00 for a single and \$28.00 for a family per month.

9.1 Life Insurance

Life insurance totaling \$30,000 with double indemnity will be provided to each secretary employed by the Board.

Article X

10.0 Holidays/Contracted Hours

Ten Month Employees

180 school days and 10 days before school and 10 days after school. A total of 1688 hours per year. Eleven (11) paid holidays are listed below.

Labor Day	Presidents' Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day
Christmas	Good Friday
New Year's Day	

An eleven and ten month secretary will work Columbus Day and Veteran's Day, however two additional paid holidays will be calculated into the salary (i.e. Ten month employee: 180 days + 10 days before and 10 days after + 11 paid holidays = 211 day contract).

Eleven Month Employees

180 school days and 17 days before school and 17 days after school. A total of 1800 hours per year. Eleven (11) paid holidays are listed below.

Labor Day	Presidents' Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day
Christmas	Good Friday
New Year's Day	

An eleven and ten month secretary will work Columbus Day and Veteran's Day, however two additional paid holidays will be calculated into the salary (i.e. Ten month employee: 180 days + 10 days before and 10 days after + 11 paid holidays = 211 day contract).

Twelve Month Employees

260 days per year, 2080 hours per year. The paid holidays are listed below.

Fourth of July	New Year's Day
Labor Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	Day After Christmas

* Twelve month employees may cash in up to 5 days of vacation annually to be paid at their daily rate.

New ten (10), eleven (11), or twelve (12) month employees, hired after July 1, 2007 will not be entitled to "The Day After Thanksgiving or The Day After Christmas" as paid holidays.

Article XI

11.0 Overtime

As of July 1, 2004 all extra hours worked beyond eight (8) per day or forty hours per week will be paid at time and one half.

Article XII

12.0 Severance Pay

Eligible days for retirement severance shall be the employee's unused days of sick leave as follows:

Severance shall be paid on the basis of unused sick leave for the first **sixty (60)** days at the employees' per diem rate. From **the sixty-first (61st)** day on to a maximum of 255, the employee shall be paid at ten (10) percent of his/her per diem rate.

To qualify for severance retirement a secretary shall:

- A. Retire from school system by submitting a written statement of retirement notice to the Board of Education.
- B. Provide the Treasurer of the Board of Education evidence from the retirement system that substantiates employee's eligibility for disability, or service retirement as of the last day of employment.
- C. After the Board of Education accepts the retirement request, the secretary must within ninety (90) days of last day of employment provide the Treasurer a statement that Items A and B above have been completed, and severance payment is requested.
- D. Severance pay will be paid in a lump sum payment, within ninety (90) days of retirement.

Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

12.1 Cash Retirement Incentive

- A. Individuals eligible for retirement must tender their letter of resignation to the Board of Education within ninety (90) days prior to their actual retirement date to be eligible for the retirement incentive. The incentive shall be thirty (30) days, times the employee's regular hours per day (excluding overtime, extra pay, extra trips and etc.), times their regular hourly rate at the time of retirement.
 1. Further, employees must have a minimum of ten (10) years service with the Port Clinton City Schools to be eligible.
 2. This is a "one time only" incentive and an employee is only eligible to receive it the first time they are eligible under SERS rules to retire, provided they meet other provisions of this article.

- B. The following age and service requirements of SERS, for retirement, must be complied with in order to be eligible for the Retirement Cash Incentive.
1. thirty (30) years of service and any age.
 2. twenty-five (25) years of service and fifty-five (55) years of age.
 3. at least five (5) years of service and sixty (60) years of age.
- C. The incentive shall not be considered as salary and cannot be used to calculate SERS benefit (according to SERS regulations).
- D. The total years of service as defined by SERS and not only school service to schools, will serve as the numerator and the number (30) will serve as the denominator. The numerator cannot exceed the denominator. The employee's regular hourly rate at the time of retirement shall be used to calculate the incentive.
- EXAMPLE I: 28 years service, 8 hours/day, and \$10.85 per hour would be $28/30 \times 30 \times 8 \times \$10.85 = \$2430.40$ per year.
- EXAMPLE II: 22 years service, 4 hours per day, and \$7.98 per hour would be $22/30 \times 30 \times 4 \times \$7.98 = \$702.24$ per year.
- EXAMPLE III: 30 years of service, 6 hours per day and \$8.47 per hour would be $30/30 \times 30 \times 6 \times \$8.47 = \$1524.60$ per year.
- E. The incentive shall be paid in three equal installments, for three (3) years, on or before March 31 each year. In the event of death of the employee, remaining proceeds from this incentive shall be paid to the estate.
- F. The Board of Education will offer an Accumulated Leave Plan for employees that qualify.

12.3 Retirement Pick-up

The Board shall "pick-up" the employee's full contribution to the State Employees Retirement System (SERS) as authorized by S.E.R.S. Administrative Rules, Federal Ruling Number 77-462, IRS regulations, and OAG 82-097. Under these provisions the Board shall not deduct State or Federal taxes on the employee's required contributions to the S.E.R.S. and such shall be noted on the W-2 form.

The employee's SERS contribution will be ten percent (10%) according to rules adopted by the SERS. The BOE agrees to contribute one and one-half percent (1.5%) of the employees' share in lieu of it being deducted from their pay. This provision shall apply only to employees hired prior to June 1, 2004.

Article XIII

13.0 Vacations – 12 Month Employees

Vacation schedules are as follows for twelve (12) month secretaries:

1 - 6 years	2 weeks of paid vacation
7 - 11 years	3 weeks of paid vacation
12 – 15 years	4 weeks of paid vacation

Years of experience shall include any time spent in the Port Clinton City Schools as a full-time secretary.

Article XIV

14.0 Evaluations

The Board and Unit recognize the importance of implementing a program of evaluation to promote and improve individual job performance. The following procedures shall apply:

- A. A minimum of one (1) evaluation for all classified employees shall be completed prior to April 1 by their administrative supervisor.
- B. Evaluations shall not be used for disciplinary purposes.
- C. A job description shall be prepared for every secretarial position within the school district. This shall be done with employee input and a copy of the job description shall be distributed to those newly hired to a position in the district. The local Unit officers will be consulted on changes in a job description prior to submission to the Board for its approval. The job description shall contain a minimum of:
 - 1. Specific job title
 - 2. Minimum qualifications
 - 3. A list of essential functions and responsibilities.
- D. The evaluation instrument shall be based only on performance as it relates to the job description and shall include a "Development Plan" which outlines how an employee may correct any deficiencies.
- E. An employee may add a written rebuttal to the evaluation within five (5) working days of receipt of the evaluation and it shall be made a part of the evaluation.

Copies of the evaluation shall be made a part of the employee's personnel file.

Article XV

15.0 Vacancies

Whenever a vacancy occurs or a new position is created within the bargaining unit, a notice will be posted in the main office of each building for a period of five (5) calendar days. If a secretary is interested in the open position, she will notify the Central Office, in writing, during the advertisement period. The Superintendent / Designee will notify the appropriate administrator of such interested candidates.

- A. It is agreed that from time to time, due to excessive work, there may be a need to bring in additional personnel to allow the office to operate efficiently. However, any position that requires excess work for more than 20 days or 160 hours in the school year constitutes a position and must be bid according to the procedures outlined in this Master Agreement.
- E. When a secretarial position is vacated, the administration reserves the rights to choose the person of his/her choice to fill the vacancy.

ARTICLE XVI

16.0 Substitutes

Rate of pay for substitute secretaries shall be established by the Board of Education and approved at a meeting of the Board every year. Such rate of pay will be in place for all secretarial substitutes regardless of the number of days in the substitute position.

It is agreed that from time to time due to excess work there may be a need to bring in additional personnel to allow offices to operate efficiently. However, any position that requires excess work for more than 20 days or 160 hours in the school year constitutes a position and must be bid accordingly to the procedures outlined Article XV of this agreement.

Any sub secretary participating in workshops, conferences or other such activities that require payment shall be authorized by the superintendent.

Article XVII

17.0 Reduction In Force

When it is necessary to reduce the number of secretaries within the bargaining unit due to elimination of a position, lack of work, or lack of funds, the secretary(s) to be laid off will be determined by seniority, not job. The secretary(s) with the lowest seniority will be laid off first.

To determine seniority, the last date of hire, as a secretary within the Port Clinton City School District, will be used. The Superintendent's Office will provide the secretaries with an official listing of the secretaries' seniority list using the last date of hire as a secretary within the Port Clinton City School District.

Secretaries should be notified in writing in a timely manner of the possibility of a lay-off.

Secretaries that were laid-off will be rehired first when the job(s) is/are reinstated.

Secretaries will reserve the right to "bump" the secretary with the lowest seniority in the event of reduction in force due to elimination of a position, lack of work, or lack of funds only. The bumping order will be determined by the seniority list as stated above. A secretary with less hours cannot bump a unit member with more hours regardless of seniority.

Article XVIII

18.0 Placement on the Salary Schedule

Placement of the salary scale will be based on a minimum of 120 days per year of full-time or part-time service as a school secretary in any accredited elementary or secondary school, or Board of Education Office in the United States.

Article XIX

19.0 Longevity (Per the salary schedule / not years of service to Port Clinton.)

Once a secretary reaches the top of the Secretary's schedule, she shall receive additional annual compensation as follows:

\$800.00 commencing after the 15th years of service credited on the salary schedule and an additional \$800.00 commencing after the 20th year of service credited on the salary schedule and an additional \$800.00 commencing after the 24th year of service credited on the salary schedule.

Article XX

20.0 Educational Classes

Secretaries may attend professional meetings or workshops, as approved by their supervisor, without loss of pay. Any computer classes offered by our Technology Coordinator will be at no cost to the secretaries. Additional training required by the Board, after an employee has been hired, shall be fully reimbursed by the Board.

Article XXI

21.0 Calendar Committee

A representative of the Secretarial Unit will be asked to serve on the school calendar committee. Said member shall have input into the recommended school calendar(s), recognizing that ultimately this is a Board decision.

Article XXII

22.0 Salary Schedule

22.1 Hourly Rate

22.2 Annual Salaries

Secretary Salary Schedule

(1.5% Increase)				
<u>2013-2014</u>	<u>Hours.</u>	<u>1688</u>	<u>1800</u>	<u>2080</u>
\$14.21	0	\$23,986	\$25,578	\$29,557
\$14.92	1	\$25,186	\$26,857	\$31,035
\$15.63	2	\$26,385	\$28,136	\$32,512
\$16.46	3	\$27,790	\$29,634	\$34,244
\$17.26	4	\$29,126	\$31,059	\$35,890
\$18.12	6	\$30,583	\$32,612	\$37,685
\$19.04	8	\$32,142	\$34,275	\$39,606
\$19.98	10	\$33,718	\$35,955	\$41,548
\$20.50	13	\$34,609	\$36,905	\$42,646
\$20.97	15	\$35,397	\$37,746	\$43,617
\$21.59	17	\$36,442	\$38,860	\$44,905
\$22.20	20	\$37,470	\$39,956	\$46,172
\$23.02	22	\$38,858	\$41,436	\$47,882

Secretary Salary Schedule

(1% Increase)				
2014-15	Hours.	1688	1800	2080
\$14.35	0	\$24,226	\$25,834	\$29,852
\$15.07	1	\$25,438	\$27,125	\$31,345
\$15.79	2	\$26,649	\$28,417	\$32,838
\$16.63	3	\$28,068	\$29,930	\$34,586
\$17.43	4	\$29,418	\$31,370	\$36,249
\$18.30	6	\$30,889	\$32,938	\$38,062
\$19.23	8	\$32,463	\$34,617	\$40,002
\$20.17	10	\$34,055	\$36,315	\$41,964
\$20.71	13	\$34,955	\$37,274	\$43,073
\$21.18	15	\$35,751	\$38,123	\$44,054
\$21.80	17	\$36,807	\$39,249	\$45,354
\$22.42	20	\$37,845	\$40,356	\$46,634
\$23.25	22	\$39,247	\$41,851	\$48,361

Secretary Salary Schedule

(1.0 % Increase)				
2015-2016	Hours.	1688	1800	2080
\$14.50	0	\$24,469	\$26,092	\$30,151
\$15.22	1	\$25,692	\$27,397	\$31,658
\$15.95	2	\$26,915	\$28,701	\$33,166
\$16.79	3	\$28,349	\$30,230	\$34,932
\$17.60	4	\$29,712	\$31,683	\$36,612
\$18.48	6	\$31,197	\$33,267	\$38,442
\$19.42	8	\$32,788	\$34,963	\$40,402
\$20.38	10	\$34,396	\$36,678	\$42,384
\$20.92	13	\$35,305	\$37,647	\$43,503
\$21.39	15	\$36,109	\$38,505	\$44,494
\$22.02	17	\$37,175	\$39,641	\$45,808
\$22.64	20	\$38,223	\$40,760	\$47,100
\$23.48	22	\$39,639	\$42,269	\$48,844

22.3 For each year of this contract there will be a cash payment as follows:
(2013-14=\$250), (2014-15=\$500), (2015-2016=\$500)

1. Payment will be made in October (or)
2. Payment may be placed in Health Savings Account in January
3. This payment is only for the life of this contract and will sunset at the end of the 2016 contract.

22.6 Employees shall participate in the direct deposit system for paychecks and bi-weekly pay statements will be provided via e-mail.

1. Payment will be made in October (or)
2. Payment may be placed in Health Savings Account in January
3. This payment is only for the life of this contract and will sunset at the end of the 2016 contract.

22.6 Employees shall participate in the direct deposit system for paychecks and bi-weekly pay statements will be provided via e-mail.

ARTICLE XXIII

NEGOTIATED AGREEMENT

BETWEEN

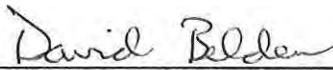
PORT CLINTON BOARD OF EDUCATION

AND

PORT CLINTON CITY SCHOOLS SECRETARIAL ASSOCIATION

THIS AGREEMENT SHALL BE IN EFFECT ON AND AFTER JULY 1, 2013 AND SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2016.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 23 DAY OF September, 2013.



David Belden, President
Port Clinton Board of Education



Helen Nemecsek, President
Secretarial Association, Port Clinton



Pat Adkins, Superintendent
Port Clinton City Schools



Kathie A. Meek, Secretary/Treasurer
Secretarial Association, Port Clinton



Jeff Dornbush, Treasurer
Port Clinton City Schools