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# **AGREEMENT**

between the

## **Akron Board of Education**

and

## **OAPSE LOCAL 778**

**OAPSE/AFSCME  
AFL-CIO**

**Effective:**

**July 1, 2013 through June 30, 2016**

## FOREWORD

This document contains the eighth formal Agreement between the Akron Board of Education and Ohio Association of Public School Employees, Local 778. This current document covers the period July 1, 2013 through June 30, 2016.

The members of the negotiating teams are pleased to present this document to you. It contains mutual understandings concerning salaries, fringe benefits and conditions of employment for the Foremen in the Maintenance, Grounds, Transportation and Printing Services Departments of the Akron Public Schools.

The understandings contained in this document will make for better staff relations and a more effective school system during the term of the Agreement. It is the objective of both parties to provide a safe and healthy environment that is conducive to a successful educational program. We are confident that the written agreements contained in this document will significantly improve the efficiency and effectiveness of all parties in meeting their daily job responsibilities.

### FOR THE BOARD:

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Lisa Mansfield  
Board President

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John L. Pierson, Treasurer

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David W. James, Superintendent

Michael Critchfield  
Ken Phares  
Ronda Porter, Esq.  
Tod Wammes

### FOR THE UNION

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Jerry Yaceczko, President  
OAPSE Local 778

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Albert Jackson, Field Representative

Jim Friedrichsen  
C. Todd Wiley

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**AKRON BOARD OF EDUCATION  
AND  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
LOCAL 778**

**ARTICLE I - RECOGNITION**

**1.01** This Agreement is made and entered into this 1st day of July, 2013, by and between The Akron City School District Board of Education, hereinafter referred to as the Employer, and Ohio Association of Public School Employees/AFSCME/AFL-CIO, hereinafter referred to as the Union, on behalf of OAPSE Local Union 778.

The employer recognizes the Union as the exclusive bargaining representative in respect to rates of pay, hours of employment, and other terms or conditions of employment for the following foremen:

<u>Job Code</u>	<u>Job Classification</u>
219	Foreman, Duplicating Operator
266	Foreman, Transportation
276	Foreman, Grounds
355	Foreman, Audio Visual Repair
356	Foreman, Carpenter
357	Foreman, Hardware
358	Foreman, Electrician
362	Foreman, Painter
364	Foreman, Plumber

All positions other than those listed above shall be excluded from the bargaining unit.

**ARTICLE II - PURPOSE**

**2.01** Whereas the general purpose of this Agreement is to promote the mutual interests of the Employer and its employees and to provide for the operation of the Employer's school system under methods which will further, to the fullest extent possible, economy and efficiency of operation, protection of property and avoidance of work interruptions, the parties to this Agreement hereby agree to cooperate fully for the purpose of preventing and adjusting misunderstandings by establishing rules and minimum wage rates based on the standard of "a day's work for a day's pay."

This agreement contains mutual understandings concerning salaries, fringe benefits and conditions of employment for the Foremen in the Maintenance, Grounds, Transportation and Duplicating Departments of the Akron Public Schools.

It is the objective of both parties to provide a safe and healthy environment that is conducive to a successful educational program.

**2.02** This Agreement covers only those matters specifically contained herein and supersedes: (1) all prior agreements between the Employer and the Union, including any letters of interpretation; and (2) verbal understandings and past practices on issues not covered by the Agreement.

**2.03** In the event any provision of this Agreement is deemed null and void by a court of competent jurisdiction, or if any provision violates federal, state or local law, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. Upon request, the parties shall meet to discuss items invalidated or subject to invalidation under this clause in an attempt to resolve the issue(s).

This provision shall not invalidate agreements reached by the parties on items which, under state law, they are allowed to agree upon, even though the items provide for benefits or rights which are different than those prescribed by state law.

### **ARTICLE III - MANAGEMENT RIGHTS**

**3.01** The Employer retains each and every power, right and authority to manage its operations and work force except as expressly limited or relinquished by the terms of this Agreement. The Employer reserves and retains all of the normal inherent and common law rights of an employer, even though not enumerated herein, including especially, but not limited to, those rights set forth in O.R.C. Section 4117.08 (C) (1) through (9).

### **ARTICLE IV - ABSENCE AND LEAVE**

#### **4.01 ABSENCE FROM WORK**

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

All employees shall be paid regular compensation for time lost due to illness for not less than five (5) days annually. The minimum benefit of five (5) days shall become effective and available for use annually on the first day of the contract year.

#### **A. ACCUMULATION**

1. Each full-time employee shall be entitled to accumulate one and one-fourth (1¼) sick days for each completed month of service, to a maximum of fifteen (15) days per year.

2. Maximum accumulation of unused sick days to be as follows:

420 days as of July 1, 2007  
425 days as of July 1, 2008

**B. TRANSFER**

Any employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick days. To receive such credit, a new employee shall present to the Treasurer a certification from the Public Agency in Ohio for which he/she most recently worked, stating the number of unused sick days credited to him/her at the time of the termination of employment.

**C. CERTIFICATION OF ABSENCE**

All forms used for the certification of an absence shall be compatible with the terms and provisions of this Agreement.

The employee and his/her supervisor shall certify to the Superintendent the cause of the employee's absence. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the Superintendent, or his/her designee, of such request shall constitute an authorization of absence from duty. The appropriate form among the following shall be completed:

- Attendance Variations Form (S-2j)
- Certificate of Health (S-2e)
- Statement of Necessity for Absence (S-2f)

The employee shall complete and return the proper forms to his/her supervisor within two (2) work days upon the employee's return.

**D. USE**

It is the intention of the Union and the Employer to encourage and assist employees in accumulating sick days. Recognizing that the purpose of accumulating sick days is to compensate employees during emergency health situations, both parties agree that an employee will not normally be

suspended without pay or terminated for the use of accumulated sick days taken according to Board Policy, this Agreement and/or state law. Both parties also agree that excessive absenteeism will not be tolerated and may result in disciplinary action. An employee with a continuing attendance problem may be required to provide medical documentation.

If an employee has a sufficiently serious health problem, that employee may be required to apply for disability retirement within thirty (30) days of the

date of a conference with a representative of the Department of Human Resources. A decision by the State Employees Retirement System denying disability retirement shall not be cause to suspend without pay or to terminate an employee.

**4.02 ABSENCE COVERED BY ACCUMULATED SICK DAYS**

Employees may use sick days for absence due to illness, injury, physical disability, emergency dental care, childbirth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children and for illness in the employee's immediate family: no limit.

In the event an employee uses all accumulated sick days, he/she shall have the option of applying for leave under the provisions of Section 4.04 of this Agreement.

An employee shall be paid only for the number of sick days credited to or earned by such employee. Before a salary payment can be made for such absence, the employee shall submit the appropriate forms to his/her immediate supervisor.

**A. PERSONAL ILLNESS**

When an employee has been absent for more than five (5) consecutive work days because of personal illness, the Certificate of Health (S-2e) shall be filed with the Department of Human Resources immediately upon the employee's return to work.

In the event that the absence is for ten (10) days or more, a Certificate of Health is to be filed at the end of each ten (10) day payroll period. Failure to file the Certificate of Health will result in delay of compensation for accumulated sick days.

The Certificate of Health shall be signed by the employee and employee's physician, and shall authorize his/her physician to release, upon request, to the Superintendent or his representative, such information as is necessary to justify the absence and/or the recovery period necessary for the employee to resume his/her duties.

**B. FAMILY ILLNESS**

For family illness, the immediate family includes husband, wife, a dependent son, a dependent daughter, any dependent person residing in the immediate household, or a father, mother, sister or brother, son or daughter who is seriously ill.

An employee shall be entitled to complete usage of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the employee shall submit the appropriate form to his/her immediate supervisor. If such absence extends beyond five

(5) consecutive work days, the employee shall also submit a Statement of Necessity for Absence (S-2f) stating that the employee's absence from duty is required.

**4.03**

**ABSENCE OTHER THAN SICK DAYS**

**A. DEATH IN THE FAMILY**

1. For death, the immediate family includes father, mother, sister, brother, husband, wife, child, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, stepgrandchild, any individual directly responsible for the rearing of the employee or any dependent person in the immediate household.

A limit of three (3) consecutive work days, not deducted from accumulated sick days, is granted for death in the employee's immediate family, except that the Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death in the employee's immediate family, the employee must submit an Attendance Variations Form (S-2j) to his/her immediate supervisor.

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

2. For death, "other relative" includes a grandparent, uncle, aunt, cousin, niece, nephew and in-laws other than those described under immediate family.

A limit of two (2) consecutive work days, not deducted from accumulated sick days, is granted for the death of other relative, except that the Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death of other relative, the employee shall submit an Attendance Variations Form (S-2j) to his/her immediate supervisor.

Notification shall be given by the employee to his/her immediate supervisor before absence from duty except in extreme emergency. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

## **B. JURY DUTY**

An employee summoned to jury duty and released before 11:30 a.m. shall report to work one (1) hour after being released. An employee released after 11:30 a.m. shall be relieved of work that day.

Employees who work night shifts who are dismissed before 11:30 a.m. are expected to work their regular schedule minus the amount of time served. The time deducted is to be taken from the end of the regularly scheduled work shift.

A member receiving pay for jury duty shall retain pay received for serving to defray the expense of serving.

## **C. JUSTIFIABLE ABSENCE**

All full-time employees shall be granted days of absence for personal business during each calendar year without loss of pay or deduction from sick days. Personal business is an obligation or emergency over which the employee has no control and which requires immediate attention. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time may be granted.

Notice of such absence shall be given as far in advance as possible. In giving such notice or upon return to work, if the justifiable absence was for an emergency, the employee shall submit the appropriate form.

Acceptable reasons for requesting justifiable absence are outlined below:

### **EMERGENCIES**

- Accidents in the immediate family or affecting family property.
- Travel conditions which make it impossible to report to work.

### **OBLIGATIONS**

- Observance of religious holidays.
- Attendance at graduation exercises beyond high school involving an employee or a member of his/her immediate family.
- Physical examination for induction into military service.
- Accompanying a member of the immediate family to a terminal upon departing for military service outside the continental United States or meeting a member of the immediate family returning from such service.

- Attendance at ceremonies where the employee or a member of his/her immediate family is receiving an award of major significance.
- Court appearances as litigant or witness.
- Attending a wedding involving the employee or a member of his/her immediate family.
- Attending a personal retirement conference at SERS (one per career)
- The Superintendent may authorize Justifiable Absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

**D. UNRESTRICTED ABSENCE**

Authorization of one (1) day personal absence shall be given any employee with an accumulation of one hundred (100) or more sick days (as of the end of the work day on June 30 of each school year). This day may only be taken between July 1 and June 30 of the school year following that in which it was earned. The day must be authorized in advance and taken at a time other than immediately prior to or after a scheduled holiday.

Unless it is an emergency, approval must be obtained from a representative of the Department of Human Resources at least five (5) work days prior to the date of absence. Departmental welfare will be taken into consideration in granting this day.

**E. ATTENDANCE INCENTIVE DAY**

Any member whose absence is no greater than three (3) days for the previous contract year (July 1 through June 30) may request authorization of two (2) days of unrestricted personal absence during the current contract year. Personal time earned under this provision shall not be a part of any other leaves contained in the Agreement.

Absence for vacation, unrestricted absence, attendance incentive days, jury duty, professional development, union business and modification of worksite, under an approved leave under the Family Medical Leave Act of 1993, as amended shall not be counted when determining an employee's eligibility for the Attendance Incentive Day. Extended absences of more than fifteen (15) consecutive work days for personal illness shall be counted as one (1) day for every ten (10) days or fraction of when determining a member's eligibility for the attendance incentive day. Any time used as described in this provision shall not be considered as a negative for the purposes of Civil Service evaluations.

**F. ABSENCE DUE TO ASSAULT**

Employees shall be granted up to five (5) paid days of absence due to injury resulting from a physical assault which occurs while an employee is performing his/her official duties. A written physician's statement describing the nature and anticipated duration of the disability must be submitted.

The employee shall be paid regular compensation for time lost due to an assault. If the absence extends beyond five (5) days, the employee may be required to submit to an examination by a physician designated by the Employer. The examination will be conducted at the Employer's expense. Additional time beyond the five (5) days may be authorized by the Superintendent, or his representative, after consultation with the physician who conducted the examination. Paid days granted due to assault shall not be charged against the employee's accumulated sick days.

**G. PAYMENT FOR UNRESTRICTED 100+ DAY, ATTENDANCE INCENTIVE DAY, AND PERFECT ATTENDANCE DAY**

Qualifying employees can elect from the following:

- a) A payment of \$140.00 for earned but unused 100+ Day or a payment of \$140.00 for earned but unused Attendance Incentive Day or a payment of \$140.00 for earned but unused Perfect Attendance Day
- b) A payment of \$280.00 for one of the following combinations of earned but unused days:
  - 100+ Day and Attendance Incentive Day
  - 100+ Day and Perfect Attendance Day
  - Attendance Incentive Day and Perfect Attendance Day
- c) A payment of \$420.00 for earned but unused 100+ Day and Attendance Incentive Day, and Perfect Attendance Day.

**4.04 LEAVES OF ABSENCE**

Leaves of absence without pay shall be granted to employees upon request for reasons consistent with Board Policy and past practice. An employee who is granted a leave of absence may purchase health care and term life insurance coverage at the employee's expense.

**A. ILLNESS LEAVE**

**Eligibility**

Any employee who is unable to perform satisfactorily the duties of his/her position, because of personal illness or other disability, may be granted a

leave of absence without pay for the remainder of the contract year. Such leave of absence may be renewed for an additional contract year.

### **Application For Leave**

Application for such leave shall be made in writing to the Executive Director, Human Resources, at the employee's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

The application for such leave of absence or renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

### **Early Termination Of Leave**

Termination of a leave of absence before its expiration date, provided the request for the termination is made in writing by the employee to the Superintendent and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

### **Application For Reinstatement**

Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the employee shall submit a written statement from the attending physician, certifying that the employee has been medically examined and that he/she is or will be able to resume his/her duties with the Employer when the leave of absence expires.

The Employer may require, at the Employer's expense, an examination by a physician designated by the Employer before the employee is reassigned.

### **Reinstatement**

If the employee's leave of absence does not exceed forty-five (45) work days, the employee shall return to the same assignment held at the time said leave commenced. If the employee's leave of absence extends to more than forty-five (45) work days, the employee shall return to the same assignment held at the time said leave commenced, if available; if not, to an equivalent assignment.

**B. UNREQUESTED LEAVE OF ABSENCE**

If an employee is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or if the employee has been absent due to personal illness following the expiration of his/her accumulated sick days, the Superintendent may recommend, without the request of the employee, a leave of absence without pay for a part of the contract year, and renewals thereof, and the Board may grant such leave in accordance with the provisions of the law.

**C. DEPENDENT CARE LEAVE**

**Eligibility**

An employee may be granted a leave of absence without pay for the remainder of the contract year in order to care for an incapacitated member of his/her immediate family. Such leave may be renewed for an additional contract year.

**Application**

An application for dependent care leave shall be made in writing to the Executive Director, Human Resources, at the employee's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the employee's presence, on a full-time basis, is essential. An application for renewal shall be made by April 15 of the contract year for which the initial leave was granted.

**Early Termination of Leave**

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

**Application for Reinstatement**

Application for reinstatement must be made by April 15 of the contract year in which the leave has been granted.

Upon return from a leave of absence for dependent care, the employee shall be returned to the same position that he/she held at the time said leave commenced, if available; if not, to an equivalent position.

#### **D. PUBLIC OFFICE**

The Employer will not discipline employees for participating in partisan political activities during non-work hours as would otherwise be unlawful under O.R.C. Section 124.57.

##### **Eligibility**

Any employee who is appointed or elected to public office, subsequent to three (3) or more years of regular service with the Employer immediately prior to his/her request for leave, and who desires to return to employment at a future date, shall be granted a leave of absence without pay.

Upon written request, an employee may be granted time off--without pay--for a maximum of thirty (30) work days per calendar year to campaign for an elected office. If elected or appointed to public office, the employee shall request an assessment conference with the Employer to determine the relationship between said public office and the employee's responsibilities to the Employer. The result of the conference, and any agreement thereof, shall be placed in writing.

Any employee elected or appointed to a public office--which does not permit said employee to meet the terms and conditions of his/her employment--may request a leave of absence without pay for one (1) term of such elected position, or in the case of an appointed position, a maximum of two (2) years from the effective date of appointment.

##### **Application for Leave**

The application shall be submitted within five (5) days after the election or appointment to public office. The leave period shall be the initial term of office.

##### **Application for Reinstatement**

Application for reinstatement shall be made in writing to the Executive Director, Human Resources, at least sixty (60) calendar days prior to the expiration of the leave. Reinstatement shall be to the former position, if available, or to an equivalent position.

#### **E. PARENTAL LEAVE**

An employee anticipating the birth or adoption of a child shall be granted a parental leave of absence upon request.

Said request shall be made in writing to the Executive Director, Human Resources, at least thirty (30) days prior to the requested effective date of the leave. The request shall be accompanied by a statement from an

attending physician or an official of the adoption agency, indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the contract year in which the child's arrival is to occur, unless such leave is earlier terminated as hereinafter provided. The leave may, upon the request of the employee, be extended for one (1) additional contract year.

#### **Application for Reinstatement**

Application for reinstatement may be made in writing to the Executive Director, Human Resources, by the employee at any time subsequent to the arrival of the child, and the employee shall be reinstated ten (10) days after receipt of a written request to the Superintendent. Upon returning to the school system, the employee shall be returned to the same position, if available, or to an equivalent position.

#### **F. MILITARY LEAVE**

An employee shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

#### **G. UNRESTRICTED LEAVE**

An employee may request a one (1) year unpaid leave of absence--effective July 1--without specification of the reason. This request shall be submitted by May 1. In the event the employee so requesting a leave desires to return to employment, he/she shall notify the Department of Human Resources in writing no later than May 1 for reinstatement effective July 1. Reinstatement shall be to the former position, if available, or to an equivalent position.

An unrestricted leave cannot be taken immediately before or after any other type of leave. No employee may apply for a leave of absence under this provision more than two (2) times, and no leave may be taken except upon the expiration of a five (5) year period of continuous service, which service shall not include any type of leave.

The Employer shall not be obligated to purchase retirement credit for any employee not returning to employment subsequent to an unrestricted leave.

An employee may request an unrestricted leave of absence to work in a different department within the Akron Public Schools. This request shall be limited to ninety (90) calendar days and will coincide with the employee's probationary period in the new classification.

The employee must decide within this ninety (90) calendar day period to either return to the previous position or continue in the new classification.

## ARTICLE V - PERSONNEL POLICIES

### 5.01 CALENDAR

- Section 1.** The Employer shall adopt its school calendar two years in advance. The calendar shall designate: (1) work days with students; (2) work days without students; (3) paid holidays; (4) non-paid holidays; and (5) Parent-Teacher Conference days.
- Section 2.** The school calendar committee represents all bargaining units recognized by the Employer. The school calendar committee shall be composed of one (1) representative for each five hundred (500) employees or fraction thereof represented by AEA; National Conference of Firemen and Oilers, Local No. 100 (Maintenance, Buildings, Grounds, Warehouse and Transportation Employees); Akron Association of Classified Personnel; OAPSE Educational Assistants, No. 689; National Conference of Firemen and Oilers, Local No. 100 (Child Nutrition Employees); and OAPSE No. 778 (Foremen).
- Section 3.** Two (2) choices for the distribution of school calendar days to be negotiated annually by the school calendar committee and the administration shall be placed on a referendum ballot.
- Section 4.** The school calendar adopted by the Employer shall be determined by a referendum of all full-time personnel who shall vote on the two (2) choices negotiated by the school calendar committee (the composition of which has been defined heretofore) and the administration. The complete results of this balloting shall be posted in each building.

### 5.02 HOLIDAYS

- A. The following annual time schedule has been established for unit members: fifty-two (52) weeks, including paid holidays and vacation time (Time Schedule 522).
- B. Each employee will be paid for the following twelve (12) holidays, provided the employee is in payroll status on the last scheduled work day before and the first scheduled work day after the holiday: New Year's Day\*, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day\*, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day\*, and two (2) days to be assigned by mutual agreement of the Union and the Employer.

Notwithstanding any section or portion of this contract, or any circumstances that might arise, not more than twelve (12) paid holidays will be provided to employees on Time Schedule 522.

\* Day closest to holiday if holiday falls on Saturday or Sunday.

5.03

VACATION

A. ELIGIBILITY: Full-time employees on a fifty-two (52) week schedule.

B. EARNING VACATION

1. During the first year of employment, the employee shall earn vacation from the date of employment to December 31 at the rate of one (1) day per month for each completed month of service to a maximum of ten (10) work days.

Vacation is taken in the period from January 1 to December 31 subsequent to the calendar year in which it was earned.

2. Vacation is earned from January 1 to December 31 each year. Each employee shall have January 1 as his/her anniversary date for computation of vacation entitlement until his/her final year of service.

3. Employees hired prior to January 1, 1978 shall have an anniversary date for vacation entitlement purposes of January 1 of the year of hire.

4. Employees hired on or after January 1, 1978 shall have an anniversary date for vacation entitlement purposes, as follows:

(a) An employee having a hire date of January 1 through June 30 shall have an anniversary date for vacation entitlement purposes of January 1 of the year of hire.

(b) An employee having a hire date of July 1 through December 31 shall have an anniversary date for vacation entitlement purposes of January 1 following the year of hire.

C. VACATION SCHEDULE

Less than one year.....one day per month (to 10 days)

After one year but less than five years .....two weeks (10 days)

After five but less than fourteen years.....three weeks (15 days)

After fourteen years ..... four weeks (20 days)

After fifteen years ..... 21 days

After sixteen years ..... 22 days

After seventeen years .....	23 days
After eighteen years .....	24 days
After nineteen years .....	five weeks (25 days)

**D. GENERAL VACATION POLICIES**

1. Employees entitled to three (3) weeks or more vacation may take no more than three (3) weeks at one time. Vacation may be taken either in one-half (½) or whole day increments.
2. All requests for vacation will be submitted directly to and subject to the department supervisor. The supervisor will give primary consideration to department welfare in granting approval.
3. Vacation days may be carried forward into the next calendar year only with written authorization by the Executive Director, Human Resources.
4. Normally vacations will not be taken one (1) week prior to or one (1) week after the closing of school in June or one (1) week prior to or one (1) week after the opening of school in September.
5. No later than April 1 of each year the employee entitled to a vacation must submit his/her vacation schedule request to his/her immediate supervisor for approval. Vacation dates can be changed only upon approval of the immediate supervisor.
6. An employee hospitalized while on vacation may use accumulated sick days in place of vacation time.
7. Exceptions to the above procedures may be made upon recommendation of the department supervisor and approval of the Executive Director, Human Resources.
8. An employee who is in payroll status, and who is entitled to vacation days with pay when his/her contract with the Board is terminated due to resignation or retirement, shall be granted those days of vacation with pay (not to exceed forty (40) days of earned vacation credit), provided the employee gives written notice of his/her intention to resign to the Superintendent of Schools, or his representative, at least two (2) full weeks prior to the beginning of the proposed terminal vacation, and provided the vacation days are taken before the effective date of the resignation. An employee may work through the day preceding his/her retirement date and be paid for vacation entitlement (not to exceed forty (40) days of earned vacation credit) thereafter.

9. Individuals previously employed by a political subdivision of the State of Ohio are entitled to have their prior service with any of these employers counted as service toward vacation.

#### 5.04

#### GENERAL POLICIES

- A. Every effort will be made by the Employer to discuss work-related procedural changes with the appropriate bargaining unit member(s), and Union representative if requested, prior to their implementation. If the employer agrees to a new provision in negotiations with another recognized bargaining representative which causes a change in this Agreement, then the Employer must secure the agreement of the Union before such change is put into effect. Employee work shifts or schedules may not be altered through negotiations with any other recognized bargaining representative. This clause does not preclude the Employer from changing employee work shifts or schedules on its own initiative to meet the needs of the school system.
- B. No employee shall be requested to perform, nor shall any employee ever purposefully perform, any action that is in violation of any State Law or City Ordinance or applicable rules and regulations issued by any Federal, State or Local Regulatory Agency, Board or Commission.
- C. Both parties shall exert their best efforts to protect all employees from verbal abuse and physical assault from students, visitors or Board employees while engaged in the performance of their duties. Any employee who is affected by either verbal abuse or the threat of physical assault shall report this matter to his/her supervisor in writing.
- D. No employee shall be asked or be expected to advise, discipline or supervise any pupil, other than student workers.
- E. The Employer shall make available periodic inservice training programs for the bargaining unit. The Employer may also elect to approve individual requests for specialized training.
- F. Eight (8) hours, exclusive of lunch period, shall constitute a work shift; forty (40) hours shall constitute a work week. Any shift which begins at or after 3:30 p.m. shall consist of eight (8) hours which shall include a twenty (20) minute paid lunch period.
- G. The Employer agrees to make available a training program for appropriate personnel in asbestos hazards without expense to the employee.
- H. An employee who is required to work on a day the schools are closed because of inclement weather or other public calamity shall, in addition to his/her regular pay, be paid at straight time for all hours worked on such day unless teachers are requested to be on duty. The time worked on such day shall be included as time worked for the purpose of computing overtime in any week in which such day may occur.

- I. An employee, who is not required to work on a day the schools are closed because of inclement weather or other public calamity, shall receive his/her regular salary for such day. Such time shall be included as time worked for the purpose of computing overtime in any week in which such day may occur.
- J. Any employee required to stay beyond his normal work schedule shall be paid for that time at the applicable rate, provided approval of such overtime is obtained from the immediate Supervisor.

K. Overtime Computation

- 1. In the computation of overtime, holidays shall be considered in the same calendar week in which they fall as eight (8) hours worked.
- 2. Any employees who are required to work at any time before or after their shift that is not continuous to their shift, or on any day that is not a regular work day, shall be paid a minimum show up time of three (3) hours.
- 3. Continuous to the shift shall be considered as work performed one (1) hour or more before and/or after the shift. Any portion worked during the first hour continuous to the shift, either before or after, the employee (s) will be paid a minimum of one (1) hour.
- 4. Time and one-half (1½) shall be paid for all hours worked by an employee:
  - a. Over eight (8) hours in one (1) work day
  - b. Over forty (40) hours in one (1) calendar week
  - c. On Saturdays and Sundays
  - d. On Holidays approved by the Board

5. Compensatory Time

An employee may request and accumulate a maximum of eight (8) hours of overtime, which is equivalent to twelve (12) hours of compensatory time. The compensatory time is in lieu of payment as overtime.

The request to accumulate compensatory time shall be made in advance of working the overtime. Except in unusual circumstances, the request to accumulate compensatory time must be made prior to the regular date for which overtime is normally submitted.

The employee shall use the compensatory time within thirty (30) calendar days of accumulation. This day must be taken at a time other than immediately prior to or after a scheduled holiday or vacation.

The request to use the compensatory time must be filed in writing and in advance of the requested date.

L. Vacancies

1. In filling a vacancy, Civil Service procedures shall be followed.
2. All management approved vacancies shall be filled within thirty (30) work days upon receipt of a valid list from Civil Service.

M. Vehicle Accidents

Establish a procedure to follow when there is an accident with a Board vehicle.

**5.05 ASSIGNMENT OF WORK**

- A. The work of the bargaining unit shall be determined by the Employer. The Employer reserves the right to modify the scope and the nature of the work assigned to bargaining unit members. All job description changes will be reviewed and discussed with the Union prior to implementation.

**Responsible Individual**

- B. Appropriate management personnel, including those individuals temporarily assigned in a foreman's absence, may perform any and all work which is considered bargaining unit work.
- C. Each foreman shall recommend to the appropriate department head the person(s) who shall serve as a responsible individual in the foreman's absence within that area. The Employer shall have final approval on all selections.

**5.06 PROBATIONARY PERIOD**

- A. There shall be a probationary period of ninety (90) days to allow the Employer to determine the fitness and adaptability of any employee newly assigned to a bargaining unit position to do the work required. During such time, the employee shall have no seniority rights, and the evaluation of his ability to do the work required, and any decision regarding discipline, discharge or layoff, for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement. Employees retained beyond this ninety (90) day probationary period shall have their system seniority computed as of their date of hire, their job classification seniority computed as of their latest date of entry into the specific job classification.
- B. Any employee who is promoted to a bargaining unit position and who does not satisfactorily meet the requirements of that position during the probationary period, shall have the right to return to his previous job classification. Any employee terminated for just cause during the probationary period may not return to the previous job classification.

- C. The seniority of every employee, after he/she successfully satisfies the probationary period of his/her job, shall be considered continuous until he/she:
  - 1. Resigns
  - 2. Retires
  - 3. Is laid off for a period exceeding two (2) years; or
  - 4. Is discharged for cause

**5.07 PERSONAL TRANSPORTATION**

- A. No employee in the bargaining unit using his/her personal vehicle for Board purposes shall be required to transport any passengers.
- B. All employees driving Akron Public Schools owned vehicles shall be covered with liability insurance to cover property damage and personal injury for accidents. Said insurance shall be purchased and paid for by the Employer.
- C. Employees in this bargaining unit shall be reimbursed for driving their personal vehicles for official business, in accordance with the following rate; the established I.R.S. amount in effect as of July 1, which shall be the rate for the ensuing fiscal year which rate shall not be decreased in subsequent fiscal years.

Reimbursement for carrying tools and/or reasonable amounts of materials – 15¢ per mile, except this reimbursement shall not apply to anyone walking, riding a bicycle or riding a motorcycle.

**5.08 PERSONNEL FILES**

- A. An employee's personnel file shall be open, upon request, for inspection by the employee. The employee may have a representative of the Union present while he/she reviews the file. The Department of Human Resources must be notified by the employee of the request to review the file at least twenty-four (24) hours in advance.
- B. An employee shall receive a copy of any derogatory material before it is entered into his/her file. The employee shall sign the file copy to indicate that he/she has received a copy of the material in question. The employee's signature does not necessarily show that he/she agrees with the contents of the material.
- C. An employee shall have the right, at any time, to respond to the accuracy of any derogatory material placed in his/her personnel file. If an answer is written, it shall be attached to, and become part of, the material on file. If the material is proven false, said material shall be removed from the personnel file. The Department of Human Resources shall notify the employee's supervisor of such action.

- D. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.
- E. A record shall be kept of all persons, other than Department of Human Resources staff, who review a personnel file.

## 5.09

### NO DISCRIMINATION

- A. There shall be no discrimination by either the Employer or the Union against any employee because of race, color, religion, sex, age, national origin, ancestry, or handicapped status.
- B. There shall be no discrimination, restraint, intimidation, or coercion by either the Employer or its representatives or the Union or its representatives against any employee because of his membership or non-membership in the Union, or because of his participation or refusal to participate in Union membership or activities. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein, nor shall there be any interference with the right of employees to become or continue as members of the Union.
- C. No employee shall be adversely treated by the Employer or the Union because of the exercise of the right to freedom of speech or any other constitutionally guaranteed right.
- D. Nothing in this section is intended to provide a means for any employee to be disrespectful, discourteous, insubordinate and/or abusive to any other employee of the Board.
- E. It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as pertaining to both male and female employees.

## 5.10

### DISCIPLINE

- A. The Employer shall have the right at any time to promulgate and enforce rules and regulations for employee conduct and all bargaining unit members shall be subject to such rules and regulations. The Employer may also impose discipline for misconduct not recited in said work rules, but no employee shall be disciplined (e.g., reprimanded, suspended with or without pay, demoted or discharged) without just cause.
- B. When an employer representative desires to meet with any employee for disciplinary purposes, he/she shall notify the employee of the time, place and purpose of the meeting with a minimum of two (2) work days notice. Conferences for disciplinary purposes or reprimands shall be in private. An employee may request Union representation to attend the meeting if he/she

so desires. Conferences between an employee and his/her first or second rater to discuss an evaluation are not disciplinary conferences.

- C. The Employer may impose reasonable rules on the length of the conference and the conduct of the participants.
- D. If the Employer determines that the employee's continued employment prior to the conference poses a danger to any person or property or a threat of disrupting operations, the Employer may suspend the employee for up to three (3) days with pay pending the disciplinary conference.
- E. An employee who has been arrested for a criminal violation may be suspended, with pay, pending a plea of guilty or the employee is found guilty by a trial court of competent jurisdiction. This will not prohibit the termination of such employee, nor will it prohibit suspensions without pay for just cause.
- F. If the employee is to be suspended without pay and indicates at the disciplinary conference the intent to file a Civil Service appeal, the suspension shall not be served until ten (10) days have elapsed or the appeal is heard. If a timely appeal is not filed, the suspension shall be served after the tenth (10th) day.
- G. The Employer and the Union acknowledge and agree that the Executive Director and/or his designee from the Department of Human Resources have full authority, as representatives of the Board, to impose discipline upon employees including, but not limited to, termination.

#### **5.11 STAFF REDUCTION**

- A. If it becomes necessary to reduce the number of bargaining unit personnel, Civil Service Rule 11 (City of Akron) shall apply.
- B. Employees now in the combined classifications shall have first right to return to their previous classifications if re-activated.
- C. If any shops are to be combined, the most senior Foreman, if qualified, in the affected departments shall be placed in the new combined position.

### **ARTICLE VI - GRIEVANCE PROCEDURE**

**6.01** An aggrieved person is an employee having a grievance. A grievance is defined as an alleged violation, misinterpretation or misapplication of any of the provisions of this negotiated Agreement.

**6.02** The purpose of the grievance procedure is to secure at the lowest possible level, proper solutions to grievances.

**6.03** The employee will attempt to resolve a potential grievance by discussion with the department head or his designee.

**6.04** When any grievance arises, there shall be no interruption of work on account thereof, but the same shall be settled as promptly as possible in the following manner:

**Step 1**

If the written grievance is not filed within fifteen (15) work days after the aggrieved person knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. The grievance shall be filed with the employee's department head with a copy to the Department of Human Resources.

The grievance must be in writing and must state the provision (s) of this Agreement which the Union or grievant alleges the Employer has violated, and the specific nature of the violation. The department head or a designee and the grievant shall meet within five (5) work days of receipt of the written grievance to resolve the grievance. A response to the grievance shall be provided within ten (10) work days after the date of presentation in such written form. If the response is not appealed to Step 2 within ten (10) work days, the grievance shall be considered settled on the basis of the response and shall not be eligible for further appeal.

**Step 2**

In the event no satisfactory settlement of the grievance is arrived at in Step 1 of this procedure, the employee may appeal the grievance by written request to the Executive Director, Human Resources, or his designee, who shall meet with the aggrieved person within ten (10) work days after receipt of the written request. A written response shall be provided not later than ten (10) work days after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon.

**Step 3**

The President may, within fifteen (15) work days after receipt of the Level II response, notify the Executive Director, Human Resources or his/her designee, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue (s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.

2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability to hear grievances.
3. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.
4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which, if acceptable, may be memorialized by the parties.
5. If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
6. The comments and opinions of the mediator, and any settlement offer put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
7. Costs for the mediation shall be shared equally by the Union and the Board.

#### **Step 4**

In the event the grievance is not resolved at Step Two or Three, the Union or the Employer may within fifteen (15) work days after receipt of the Step Two or Three response, notify the other party of its intent to submit the grievance to arbitration and request a list of seven (7) arbitrators from the American Arbitration Association. When the list is received, either party may reject the list and request the American Arbitration Association to supply a second list of seven (7) names. Within five (5) work days from the receipt of the final list, an arbitrator should be selected by the Executive Director, Human Resources, and the Local Union President or their designees, by alternately striking names from the list. A coin flip will be used to determine the order of striking arbitrator.

- 6.05** The jurisdiction of the arbitrator shall be limited to the interpretation of the written provisions of this Agreement.
- 6.06** The arbitrator shall make no award resulting in a change, modification, subtraction, or addition to this Agreement, and shall confine himself/herself strictly to the information submitted in the hearing, or post-hearing briefs, the evidence before him and the terms of the Agreement.
- 6.07** Separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties.
- 6.08** Each party shall bear the cost of presenting its case. The arbitrator's fees and expenses shall be divided equally between the Employer and the Union.

- 6.09 The arbitrator shall report his/her recommendation to the parties as expeditiously as possible. Thereupon, each party shall accept or reject the arbitrator's recommendation within fifteen (15) work days by official action.
- 6.10 In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time may be extended by mutual agreement of both parties.
- 6.11 A concerns committee shall be created in the interest of settling complaints before they become grievances. The committee shall consist of Union officials up to a maximum of four (4) persons, as identified by the Union, and any staff required by the Employer. The committee shall meet as needed.
- 6.12 The aggrieved person or persons may be represented at all levels of the grievance procedure by themselves and/or a Union representative. If an employee represents himself, the Union shall have the right to be present at the grievance hearings to insure compliance with the contract.

## **ARTICLE VII - RIGHTS OF UNION**

### **7.01 MEETINGS AND CONFERENCES**

- A. Up to ten (10) days with pay per year may be utilized by employees elected to represent the Union or chosen to serve on programs or in any official capacity at Union meetings, conferences, conventions or to perform Union duties.
- B. A written notice specifying the names of the employees attending the conferences must be furnished by the Union to the Executive Director, Human Resources, or his designee, two (2) weeks in advance of the period desired. Any other use of these days requires prior verbal notice and must be documented within two (2) days thereafter, specifying the names of the employees and the number of days used.
- C. Any use of days under this section shall be subject to the usual Akron Public Schools certification and authorization procedures related to absence.

### **7.02 USE OF SCHOOL MAILS**

The Union shall be authorized to use the "pony" mail system for official Union matters pertaining to employees.

**7.03 UNION BUSINESS**

The Union may conduct Union business, other than membership meetings, on school property during the hours of employment, provided prior approval has been obtained from the Executive Director, Human Resources, or his/her designee. The conduct of such business shall not interfere with the operation of the Akron Public Schools or the City of Akron or hinder any employee's scheduled work. When requested by an employee, authorized Union representatives may visit work sites provided prior approval has been obtained.

All requests for facility use must comply with the procedures to be developed for the new Community Learning Centers.

**7.04 RELEASE TIME FOR UNION STEWARDS**

The Executive Director, Human Resources, or his/her designee, may authorize release time for a steward to visit a work site when requested by an employee to attempt to resolve a grievance that is of an emergency nature.

**7.05** Any changes in classifications shall be discussed with the Union before being submitted to Civil Service.

**7.06 DUES CHECK-OFF**

A. The Union shall notify the Treasurer in writing in advance of any change in the dues. The Employer shall deduct dues from each pay of each member of the Union who has authorized dues deductions. The Employer shall transmit to the Union, prior to the end of each month, all monies withheld during that month along with an accounting as to each amount withheld and from whom it was deducted.

B. Employees may request deductions at any time during the dues deduction period.

Payroll deductions authorization for periodic dues shall be continuous from year to year.

If a valid authorization form is not on file with the Employer, no deductions will be made from the paychecks of the employee in question.

C. Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Board. Such fair share fee shall not exceed dues paid by members of the Union. The Union shall notify the Board of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded to the Union

except that written authorization for deduction of fair share fees is not required.

**7.07 AFSCME PEOPLE**

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The union agrees to indemnify the employer for any claims, demands, suits and any other forms of liability incurred as a result of the implementation and enforcement of this provision.

**7.08** Within ninety (90) days of both parties ratification of this agreement, all bargaining unit members shall forward to the Board all necessary information in order for their payroll to be deposited to an accredited financial institution of the employee's choice.

**ARTICLE VIII - SCALE OF WAGES**

**8.01 SALARY SCHEDULE**

A. The Employer agrees to pay employees covered by this Agreement not less than the amount stipulated on Step 0 for their positions in the negotiated salary schedules which are approved by the Board and included in the Schedule of Salaries. The salary schedules are attached as Appendix A to this Agreement. Pay dates for employees shall be every ten (10) work days or two (2) calendar weeks as established annually by the Treasurer's Office.

The pay structure shall be computed by dividing the annual salary by the job code's total number of work days and holidays for the year, as specified in the Schedule of Salaries.

B. The total annual salary or salary per pay period of each employee shall be payable by the Employer in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required by the School Employees Retirement System (SERS) to be paid as an employee contribution by said employee and shall be paid by the Employer to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Employer's total combined expenditures for employees' total annual salaries or salaries per pay period otherwise payable under this Agreement as amended

(including "pickup" amounts) and its Employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Employer shall compute and remit its Employer contributions to SERS based upon total annual salary or salary per pay period, including the "pickup." The Employer shall report for Federal and Ohio Income Tax purposes as an employee's gross income said employee's total annual salary or salary per pay period, less the amount of the "pickup." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary or salary per pay period, including the amount of the "pickup." The Employer shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The "pickup" shall be included in the employee's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose. The "pickup" shall apply to all payroll payments made after the adoption of this Agreement.

## **8.02 SALARY PROVISIONS**

The following salary provisions will be applied in establishing the salary rate for employees:

### **A. INCREMENTS**

A new employee shall be eligible for annual increments on the following schedule:

1. An employee hired between July 1 and December 31 shall be eligible for a full increment on July 1 of the following year.
2. An employee hired between January 1 and June 30 shall not be eligible for an increment on July 1 of the year employed.

### **B. LONGEVITY ADJUSTMENTS**

1. An employee's years of service for longevity pay purposes will be calculated on full-time, continuous, complete years of service with the Board.
2. Years of service for longevity pay shall be calculated as follows:
  - a. An employee hired between July 1 and December 31 shall have an employment date for longevity of January 1.

- b. An employee hired between January 1 and June 30 shall have an employment date for longevity of July 1.
  - c. Leaves of absence approved by the Board shall count as continuous service for longevity pay.
3. Unit members eligible for longevity pay shall receive longevity pay in accordance with the following schedule (longevity amounts are not cumulative), effective as indicated:
- Effective July 1, 2005
- after 16 years - 10% of maximum for employee's job code
  - after 20 years - 11% of maximum for employee's job code
  - after 24 years - 12% of maximum for employee's job code
  - after 27 years - 13% of maximum for employee's job code
- C. The Akron Board of Education agrees to the following condition of settlement with OAPSE Local 778 effective July 1, 2013 through June 30, 2016.

Salary schedules for the 2013-14, 2014-15 and 2015-16 school years shall be changed in accordance with the following schedule:

- 1. Effective January 1, 2014, an across-the-board raise of two percent (2%) will be implemented.
- 2. Effective July 1, 2014, an across-the-board raise of two and thirty-five one hundredths percent (2.35%) will be implemented.
- 3. Effective July 1, 2015, an across-the-board raise of two and eighty-five one hundredths percent (2.85%) will be implemented.

### **8.03 ASBESTOS-RELATED WORK**

- A. Should the Board enter into an agreement with any other recognized employee bargaining group resulting in compensation for asbestos-related work, then that compensation shall be offered to members of this bargaining group.
- B. Proper training under Environmental Protection Agency Rules §40 CFR 763 Subpart E (Asbestos Hazard Emergency Response Act - AHERA) and Subpart-G (Worker Protection Rules) and Ohio Department of Health ORC Section 3710 regulations will be provided by the Board.
- C. The Board will strictly enforce--and Foremen are required to adhere to-- Environmental Protection Agency Rules §40 CFR 763 Subpart-E (Asbestos Hazard Emergency Response Act - AHERA) and Subpart-G (Worker Protection Rules) as they pertain to the Maintenance Department.

- D. Any Maintenance Department Foreman can facilitate asbestos-related work to be performed in another shop, if the Foreman in that shop is not available to do the work.
- E. A Foreman will receive one (1) hour of responsibility pay--at the time and one-half rate-- for any day that employees in his department are provided additional compensation during their regular work shift for working in the asbestos mode (wearing personal protection--suit and respirator).
- F. All asbestos-related work that is scheduled as overtime for the Foreman—outside his regularly scheduled work shift--is at the rate of time and one-half, no additional responsibility pay is provided.
- G. For participating in the Asbestos Training Program and assuming the responsibilities of a "competent person" a Foreman will be paid one (1) hour of overtime per month starting the first month after the Asbestos Training Program is completed.
- H. Maintenance Foremen that volunteer to participate in the Asbestos Training Program must participate in asbestos-related work for a one-year period from the completion date of the training program. After the one year of asbestos related work, the Foreman must indicate a willingness to continue to participate in asbestos related work in blocks of two years. At any time a Foreman can remove himself from asbestos-related work with proper written documentation provided from his physician.
- I. Before a Foreman starts the Asbestos Training Program, he will receive a Board- paid physical examination, x-ray and medical history. Participation in and successful completion of these items is necessary before a Foreman can participate in the Asbestos Training Program.
- J. The Employer shall reimburse a Foreman the cost of his Competent Person Certification.
- K. Parties agree that competent person language only allows 778 members to perform Competent Person work.

## **ARTICLE IX - FRINGE BENEFITS**

### **9.01 HEALTH BENEFITS ADVISORY COMMITTEE/WELLNESS**

The Superintendent shall maintain a Health Benefits Advisory Committee. The composition of the Committee shall include: five (5) members of the administrative staff appointed by the Superintendent; the President or his designee; and bargaining unit members appointed by the respective unit presidents on the basis of one (1) member for every five hundred (500) members or fraction thereof represented by the bargaining unit.

The purpose of the committee is to allow joint consultation on matters concerning hospitalization, major medical, prescription, dental, vision and term life insurance coverage.

Any Health Benefits Advisory Committee member organization may retain, at its own cost and for its own purposes, a health care consultant who may attend Committee meetings.

Such consultation shall include, but is not limited to: monthly monitoring of all plan costs, including claims; quarterly reviews to insure effective and efficient fringe benefit expenditures; quarterly reviews of plan performance objectives; and, annual reviews of coverage options and utilization studies and claim audits.

The committee shall determine its own meeting schedule, and shall make annual recommendations to the Superintendent regarding any aspect of the fringe benefits package. Information on new classifications of drugs shall be shared with the committee within thirty (30) days.

The Health Benefits Advisory Committee shall meet regularly during the term of this Agreement. It will have the authority to review data in one or a combination of the following areas: prescription co-pays, mandatory mail-in for maintenance drugs, office visit co-pays, single and family annual deductibles and monthly premiums (in dollar amounts). The Committee, by consensus, may expand the list of areas. The Board's health care consultant shall participate in the meetings and shall provide estimates of cost savings to the Committee based on possible various changes to the plan. The consultant shall provide the committee with data supporting the estimated savings as well as other information s/he may be expected to routinely keep in her/his capacity as the Board's health care consultant.

### **Wellness Plan**

The district will provide a Wellness Program designed to improve the health of the District employees and that will result in both short-term and long-term projected savings in health insurance costs.

Employees who fully participate by completing biometric testing and a health risk assessment annually in a wellness program shall pay \$35 per month for single insurance premium\* costs and \$75 for family insurance premium costs, rather than the \$50/\$100 prescribed. \*Premium is defined as funding rates.

## **9.02 HOSPITAL, SURGICAL AND MAJOR MEDICAL**

Hospital, surgical, and major medical insurance shall be provided with the member paying fifty dollars (\$50.00) per month for single coverage and one hundred dollars (\$100.00) per month for family.

Such insurance will be subject to the below.

Preferred provider organizations (PPO) health care coverage will be offered as follows:

DEDUCTIBLE						OUT OF POCKET MAXIMUM					
NETWORK		NON-NETWORK		CO-INSURANCE %			IN-NETWORK		OUT-OF-NETWORK		
Single	Family	Single	Family	Network	Non-Network	Office Visits	Single	Family	Single	Family	
\$300	\$600	\$600	\$1,200	90%	75%	\$25	\$1,000	\$2,000	\$2,000	\$4,000	

The Emergency Room co-pay shall be fifty dollars (\$50.00).

Members participating in a PPO shall be provided at no cost with the following upgrades to their health care coverage:

- a) A vision insurance program that shall include exams, lenses, and frames (at an increased reimbursement level) every 12 months. The program shall include tinted lenses and photochromic lenses at no additional charge. Deductibles of \$5.00 for exams and \$15.00 for single lenses/selected frames shall apply.
- b) A dental program, which shall include provisions of the current STANCE IV-E Plan, converted to a UCR schedule (100%, 80%, 70%). Coverage shall also provide 100% reimbursement for sealants and adult fluoride treatments.
- c) Coverage within the PPO shall also include annual check-ups, blood draws, EKG, PSA, Mammograms, flu shots, diabetes education, sigmoidoscopy, and colonoscopy, but shall be subject to the deductibles and office visit charge stated above.

#### 9.02A Prescriptions

The Board shall provide a prescription coverage program of prescription insurance based upon the following table of deductibles and out-of-pocket maximums.

Generic	Name Brand	Out of Pocket Maximum
\$10.00	\$30.00	\$5,000

The deductibles above shall apply to prescriptions filled at retail outlets as well as mail order prescriptions.

The Plan shall cover oral contraceptives regardless of medical necessity.

The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available throughout the greater Akron area.

When a husband and wife are employed by the Board, the insurance carrier shall issue identical prescription cards to each, both cards shall provide for family prescription coverage.

Co-pays apply once to each 90-day mail order.

**9.02B Closed Panel Dental Insurance**

A closed panel dental maintenance organization will be offered. The cost to the Board for this program shall not exceed the cost of the current traditional program as reported by the Treasurer's Office.

**9.02C General Provisions**

- The Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.
- The parties understand and agree that the Employer specifically reserves the right to select and change at any time, and without negotiations, the carrier(s) or other sources for the various insurance plans.
- Determinations made by the insurance carrier on specific claims shall not be subject to the grievance procedure.
- Explanatory materials concerning insurance programs shall be made available to all employees.
- Current insurance programs and benefit levels shall remain in effect unless modified by the parties to this Agreement.
- A husband and wife who are full-time employees of the Board will have hospitalization, surgical, and major medical insurance claims treated as if the spouses worked for separate employers, each of which provided group hospitalization, surgical, and major medical insurance coverage for the employee and the employee's eligible dependents and each of which provided for full coordination of all hospitalization, surgical, and major medical benefits between the two group insurance plans. When both husband and wife are employed by the Board, full coordination of benefits shall be provided on covered claims of the employee spouses, on the covered claims of their eligible dependent children and on the covered claims of all other eligible dependents, after applicable deductibles have been met.

## 9.02D

### INSURANCE OPT-OUT

Employees may elect to “opt-out” of the Board-provided hospitalization and major medical insurance coverage. A member who elects to opt-out shall be compensated as follows:

- 1) An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of \$1,000.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- 2) An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of \$2,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- 3) The opt-out shall occur during the open enrollment period (currently May) and can be rescinded before the next open enrollment only when a triggering event occurs (loss of coverage from the other source).
- 4) Employees may elect to opt-out of the insurance program during the annual enrollment period for the succeeding fiscal year.

## 9.02E

### SPOUSAL ENROLLMENT

If an employee’s spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who is required to pay more than fifteen percent (15%) of the single premium\* to participate in his/her employer’s group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

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

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

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, upon request, 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.

\*Premium is defined as funding rates.

If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

All insurance changes will become effective on July 1, 2014.

**9.03 TERM LIFE INSURANCE**

The face valuation of the policy will be one and one-fourth (1¼) times the employee's annual salary, rounded to the nearest \$1,000.00. The annual salary is defined as the basic contract rate not including supplemental contracts or other additional payments.

Employees shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents subject to approval of the carrier. Insurance shall be purchased in increments of \$5,000 to \$500,000 and shall cost the employee the per thousand rate charged the Board by the carrier. There shall be an annual September enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction in ten (10) equal payments to be deducted in the first payroll period of November.

**9.04 TAX SHELTERED ANNUITIES**

The Employer shall provide a reduction of salaries to all employees who wish to participate in a tax sheltered annuity program. The various annuity carriers shall not be permitted to solicit individual employees during the work day or on Board property. The Board and the Treasurer shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

**9.05 DEDUCTIONS FOR AKRON TOWPATH CREDIT UNION**

Payroll deduction for Akron Towpath Credit Union shall be provided by the Employer for all employees who are eligible and who request such deductions.

**9.06 SEVERANCE PAY**

The Employer shall provide severance pay for those employees who retire from the Akron Public Schools under service provisions of the School Employees Retirement System. The employee must apply for severance pay within three (3) years of

his/her last work day with the Employer. Excluded from this benefit shall be any employee who is discharged or who is convicted of a felony.

- A. Such pay shall be determined as follows:
  - 1. An employee who qualifies for severance pay shall receive twenty-five percent (25%) of said employee's accumulation of unused sick days.
  - 2. For the purpose of this computation, such accumulation shall not exceed:
    - 420 days for the year July 1, 2007
    - 425 days for the year July 1, 2008 and beyond
- B. An employee shall receive two (2) additional days of severance pay credit for each year said employee had perfect attendance, commencing July 1, 1976 through June 30, 1981.
- C. An employee shall receive one (1) day of severance pay credit for each year said employee had perfect attendance, commencing July 1, 1981.
- D. Sick day accumulation for severance pay computation shall only include those days earned as an employee of the Akron Public Schools.
- E. Perfect attendance for severance pay shall be defined as the employee's non-use of sick days between July 1 and June 30 of each year.
- F. Upon applying for severance pay benefits, members shall furnish to the Board a copy of their initial retirement check from the School Employees Retirement System. Members shall elect (1) to receive severance pay within two weeks after submitting their application to the Treasurer, or (2) deferring severance payment until the first payroll period of the next calendar year. Members are advised to consult their tax advisor concerning any tax implications related to selecting either option.
- G. In the event of the death of a member, the employer agrees to pay severance benefits to the member's estate regardless of years of service.

**9.07 EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program shall be made available to employees.

**9.08 THEFT AND VANDALISM**

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$500.00. This fund shall be maintained annually at the beginning of each school year at the above stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism. Members may also apply for reimbursement for any documented job-related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion

Application for reimbursement shall be made to the Office of Staff Relations, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application for reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances shall be decided by the Staff Relations Office and Local 778 President.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

## **9.09**

### **CLOTHING ALLOWANCE**

Reinstatement of effective with ratification of contract.

#### **A. Uniforms**

The members will wear uniforms, including name tags, provided by the Board during their regular shift.

A set of uniforms will be provided to each member once per year (July 1 through June 30) consisting of five (5) long sleeved shirts, five (5) short sleeved shirts, five (5) pairs summer colored pants, five (5) pairs winter colored pants, and five (5) short sleeved polo shirts with pockets.

The following will be mutually agreed on once per year prior to the placement of the order for the subsequent year: Color, Fabric, Style.

Each member will be responsible for maintaining the uniform in an appropriate manner.

Each member may request one (1) additional pair pants and two (2) additional long or short sleeved shirts as replacements during each one (1) year period.

Summer colored pants shall be worn April 1 – September 30 and winter colored pants October 1 – March 31; polo shirts may be worn when school is not in session.

There shall be uniformity of uniforms among members in terms of style and fabric; however, each department (Maintenance, Duplicating, Grounds, Transportation) may select a specific color.

**B. Coveralls**

Two (2) pairs of coveralls will be issued annually to bargaining unit members. Employees may opt to receive one (1) pair of insulated coveralls in lieu of two (2) pair of regular coveralls.

**ARTICLE X - NEGOTIATION PROCEDURES**

- 10.01** Negotiations for a new Agreement covering salaries, fringe benefits and working conditions may be initiated by either party. A written notice shall be directed to the Local Union President or Executive Director, Human Resources, at least ninety (90) days prior to contract expiration. Meetings between the Union and the Executive Officer shall, unless otherwise agreed upon, be scheduled outside the regular work day.
- 10.02** Within five (5) work days from the receipt of said written notice by the parties, every effort will be made to schedule the first meeting.
- 10.03** Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within ninety (90) days from the time of receipt of the original written notice referred to in Section 10.01.
- 10.04** During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the news media.

**ARTICLE XI - AGREEMENT**

- 11.01** When the parties reach tentative agreement on a proposal, such agreement shall be reduced to writing and signed by representatives of the committees. Within fifteen (15) work days after overall tentative agreement is reached, the Union shall submit the tentative Agreement for ratification. If the tentative Agreement is ratified, then, upon written certification by the Local Union President of such ratification to the Executive Director, Human Resources, the Board shall consider adoption of the Tentative Agreement at its next meeting. The Board may also elect to defer consideration of the Tentative Agreement to the following meeting when seventy-two (72) hours have not passed between written notification of Union ratification and the next Board meeting.

## ARTICLE XII - ALTERNATE DISPUTE RESOLUTION

- 12.01** Should the Union and the Employer be unable to reach an agreement within sixty (60) days after receipt of the written notice referred to in Article X, Section 10.01 (unless the parties mutually agree to an extension of time), either party may request in writing that the unresolved matter(s) be submitted to mediation.
- 12.02** The mediator shall be selected by the Federal Mediation and Conciliation Service from among those mediators at its nearest office. Each party shall submit only issues the respective negotiations team believes are of major significance, to mediation. All other pending proposals shall be withdrawn by the parties. In the event mediation is requested by either party, both parties shall make every effort to seek settlement under the direction of the mediator within thirty (30) days, after submission of the written request for mediation, or any additional period of time mutually agreed upon by the parties.

## ARTICLE XIII - WAIVERS

- 13.01** The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to reopen collective bargaining except as provided by any reopener provision in this Agreement. However, this does not waive the right of the Union to receive notice and an opportunity to bargain over any proposed changes in terms and conditions of employment not covered by this Agreement.
- 13.02** The Union, as the representative of these employees, hereby waives on their behalf: (1) any right they might otherwise have to receive written contracts of employment pursuant to O.R.C., Section 3319.02; and (2) any other rights under O.R.C., Section 3319.02 or any other provisions of law extended to "other administrators."

## ARTICLE XIV - NO STRIKE/NO LOCKOUT

- 14.01** The Union agrees that there shall be no strikes as defined in Ohio Revised Code Section 4117.01 during the term of this Agreement, during the entire period of any negotiations which extend beyond the term of this Agreement, but which precede impasse resolution procedures, and during the impasse resolution proceedings. The Union shall not give its ten (10) day strike notice until at least ten (10) work days after the first mediation session.
- 14.02** The Union agrees that it will not authorize, ratify, condone or encourage any of the above-proscribed activities, and that, in the event any such activities occur, the

union and its officers, agents and representatives will make every effort through affirmative action to end such activity.

- 14.03** There shall be no lockout by the Employer during the time period of Section 14.01 of this article.

#### **ARTICLE XV - DURATION**

- 15.01** This Agreement shall become effective July 1, 2013 and shall continue in full force and effect until June 30, 2016 inclusive; and thereafter it shall be considered automatically renewed for a successive period of twelve (12) months unless, at least ninety (90) days prior to the termination date or the end of any twelve (12) month automatic renewal period, either party shall serve notice upon the other, as prescribed herein, that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

**15.02** **IN-TERM BARGAINING**

Any negotiations required under this Agreement or otherwise by law are subject to the procedures outlined in Article X of this Agreement. In the event either party invokes the provisions of Article XII in an impasse involving bargaining an issue during the term of this Agreement, the mediation procedure in Article XII, Section 12.02 shall apply to this in-term negotiations impasse except that the entire mediation process in in-term bargaining shall not extend beyond thirty (30) calendar days from the date the first impasse session is held with the Mediator.

#### **ARTICLE XVI – ME-TOO CLAUSE**

- 16.01** During the contract, should any other bargaining unit in the district receive any wage or benefit enhancement that exceeds those contained in this agreement, the OAPSE Local 778 bargaining unit shall receive such wages or benefits retroactive to the date such wages or benefits went into effect.

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Department of Human Resources  
 Salary Schedule  
 FOREMEN  
 Effective January 1, 2014  
 (2.0% increase)

JC 219 - PRINT SHOP FOREMAN JC 266 - GARAGE FOREMAN JC 276 - GROUNDS FOREMAN JC 355 - A-V REPAIR FOREMAN JC 356 - CARPENTER FOREMAN	JC 357 - HARDWARE FOREMAN JC358 - ELECTRICIAN FOREMAN JC 362 - PAINTER FOREMAN JC 364 - PLUMBER FOREMAN			
FM10				
STEP	ANNUAL	BIWEEKLY	DAILY	HOURLY
0	\$ 51,439.48	\$ 1,970.86	\$ 197.0861	\$ 24.6358
1	\$ 53,522.79	\$ 2,050.68	\$ 205.0681	\$ 25.6335
2	\$ 55,615.49	\$ 2,130.86	\$ 213.0862	\$ 26.6358
3	\$ 57,723.36	\$ 2,211.62	\$ 221.1623	\$ 27.6453

**LONGEVITY:**

Based on a maximum salary of \$57,723.36

After 16 years - 10% of maximum for employee's job code = \$5,772.33

After 20 years - 11% of maximum for employee's job code = \$6,349.57

After 24 years - 12% of maximum for employee's job code = \$6,926.80

After 27 years - 13% of maximum for employee's job code = \$7,504.04

Time Schedule 522 = 261 days

Department of Human Resources  
 Salary Schedule  
 FOREMEN  
 Effective July 1, 2014  
 (2.35% increase)

JC 219 - PRINT SHOP FOREMAN JC 266 - GARAGE FOREMAN JC 276 - GROUNDS FOREMAN JC 355 - A-V REPAIR FOREMAN JC 356 - CARPENTER FOREMAN	JC 357 - HARDWARE FOREMAN  JC358 - ELECTRICIAN FOREMAN JC 362 - PAINTER FOREMAN JC 364 - PLUMBER FOREMAN			
FM10				
STEP	ANNUAL	BIWEEKLY	DAILY	HOURLY
0	\$ 52,648.30	\$ 2,017.18	\$ 201.7176	\$ 25.2147
1	\$ 54,780.57	\$ 2,098.87	\$ 209.8872	\$ 26.2359
2	\$ 56,922.45	\$ 2,180.94	\$ 218.0937	\$ 27.2617
3	\$ 59,079.86	\$ 2,263.60	\$ 226.3596	\$ 28.2950

LONGEVITY:

Based on a maximum salary of \$59,079.86

After 16 years - 10% of maximum for employee's job code = \$5,907.99

After 20 years - 11% of maximum for employee's job code = \$6,498.78

After 24 years - 12% of maximum for employee's job code = \$7,089.58

After 27 years - 13% of maximum for employee's job code = \$7,680.38

Time Schedule 522 = 261  
 days

Department of Human Resources  
 Salary Schedule  
 FOREMEN  
 Effective July 1, 2015  
 (2.85% increase)

JC 219 - PRINT SHOP FOREMAN		JC 357 - HARDWARE FOREMAN		
JC 266 - GARAGE FOREMAN		JC358 - ELECTRICIAN FOREMAN		
JC 276 - GROUNDS FOREMAN		JC 362 - PAINTER FOREMAN		
JC 355 - A-V REPAIR FOREMAN		JC 364 - PLUMBER FOREMAN		
JC 356 - CARPENTER FOREMAN				
FM10				
STEP	ANNUAL	BIWEEKLY	DAILY	HOURLY
0	\$ 54,148.78	\$ 2,066.75	\$ 206.6747	\$ 25.8343
1	\$ 56,341.82	\$ 2,150.45	\$ 215.0451	\$ 26.8806
2	\$ 58,544.74	\$ 2,234.53	\$ 223.4532	\$ 27.9317
3	\$ 60,763.64	\$ 2,319.22	\$ 231.9223	\$ 28.9903

**LONGEVITY:**

Based on a maximum salary of \$60,763.64

After 16 years - 10% of maximum for employee's job code = \$6,076.36

After 20 years - 11% of maximum for employee's job code = \$6,684.00

After 24 years - 12% of maximum for employee's job code = \$7,291.64

After 27 years - 13% of maximum for employee's job code = \$7,899.27

Time Schedule 522 = 262  
 days

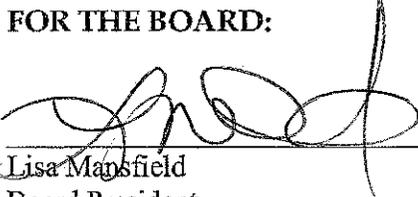
## FOREWORD

This document contains the eighth formal Agreement between the Akron Board of Education and Ohio Association of Public School Employees, Local 778. This current document covers the period July 1, 2013 through June 30, 2016.

The members of the negotiating teams are pleased to present this document to you. It contains mutual understandings concerning salaries, fringe benefits and conditions of employment for the Foremen in the Maintenance, Grounds, Transportation and Printing Services Departments of the Akron Public Schools.

The understandings contained in this document will make for better staff relations and a more effective school system during the term of the Agreement. It is the objective of both parties to provide a safe and healthy environment that is conducive to a successful educational program. We are confident that the written agreements contained in this document will significantly improve the efficiency and effectiveness of all parties in meeting their daily job responsibilities.

FOR THE BOARD:



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Lisa Mansfield  
Board President



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John L. Pierson, Treasurer

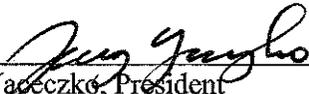


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David W. James, Superintendent

Michael Critchfield  
Ken Phares  
Ronda Porter, Esq.  
Tod Wammes

FOR THE UNION



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Jerry Yareczko, President  
OAPSE Local 778



---

Albert Jackson, Field Representative

Jim Friedrichsen  
C. Todd Wiley