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AGREEMENT

Euclid Board of Education

And the

Ohio Association of Public School Employees

Chapter 128 – Euclid Aides

July 1, 2013– June 30, 2016

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THE BOARD OF EDUCATION OF THE EUCLID CITY SCHOOL DISTRICT
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER #128 (AIDES)

I. RECOGNITION

The Euclid Board of Education (hereinafter the "Employer/Board") recognizes the Ohio Association of Public School Employees, AFSCME, and its affiliated Chapter #128 (hereinafter the "Union/Association") as the exclusive negotiations representative of all full-time and regular short-hour employees in the following aide positions: Teacher Assistants; Student Attendants, HQT Teacher Assistants, HQT Student Attendants, Non-Certified Paraprofessional, which positions or classifications shall be considered as a combined single bargaining unit. All bargaining unit members in such positions/assignments shall all be identified as "Educational Assistants."

The aforementioned sole and exclusive recognition shall continue uninterrupted for the length of this contract unless a petition is filed with the State Employment Relations Board. As used in this contract, "employee" refers to a member of the bargaining unit.

II. RIGHTS

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

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

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

III. NEGOTIATION PROCEDURES

A. 1. If either party to this Agreement wishes to negotiate changes in wages, hours or other terms and conditions of employment, they shall notify the other party, in writing, of such intent not earlier than March 1 of the calendar year during which this Agreement is due to expire. Notification

in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. The initiating party shall also serve a copy of the notice, together with a copy of this Agreement, on the State Employment Relations Board.

2. Upon receipt of such notice, but no earlier than April 1, an initial meeting will be held at which time the party requesting negotiations will submit in writing all of its proposals and the other party will submit in writing all of its proposals. Thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

3. The first negotiating session shall be held no later than April 15.

B. Either party may require at each meeting a decision on the time, date, and place of a subsequent meeting. Meetings shall be scheduled at reasonable intervals, places, and times and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. Meetings shall be closed to the press and public.

C. Representation at negotiating meetings shall be limited to six designated representatives of the Board and six designated representatives of the Association.

D. Negotiation meetings shall be scheduled during non-business hours. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the time, date, and place of a subsequent meeting.

E. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final until submitted to the non-teaching personnel represented by the Association for approval, and all Association negotiators shall recommend approval. Upon approval by the Association, the agreement shall be submitted to the Board for approval and all Board negotiators shall recommend approval. Rejection of part of the tentative agreement is tantamount to rejection of the whole. If approved by both parties, the agreement shall then be signed on behalf of the parties.

F. If agreement is not reached within forty-five (45) calendar days after the first negotiating session, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation shall constitute the parties' final and exclusive dispute settlement procedure. The mediation period shall terminate on the expiration date of this Agreement or such subsequent date certain as the parties' negotiating teams may mutually agree upon.

G. The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu

of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided the procedures herein have been followed, mediation has been attempted and failed, the collective bargaining agreement has expired, and the Association has given the Board a ten (10) day prior written notice of an intent to strike, with a copy to the State Employment Relations Board.

IV. CONFLICT WITH LAW

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

V. TERMS

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

VI. WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

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

VII. WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. Wage Notice

The Board of Education shall, by August 1 of each year, provide each employee a notice stating the employee's hourly rate. (Please see Appendices "Rate Schedules" and "Wages" for the applicable hourly rates.) A school work calendar shall accompany each notice for each member of the bargaining unit showing the number of days to be worked, which shall include one preparation day before the start of the school year, the number of paid holidays and the other times the employee in that classification will be off. The rate of increases are set forth in the schedule marked 'Wages" incorporated herein.

Local 128 shall take two furlough days in the 2013-2014 school year and three furlough days during the 2014-2015 and 2015-2016 school years. Furlough days

shall be determined by the Board in the best interest of the District, with input from Local 128's leadership. For the 2014-2015 and 2015-2016 school years, these dates shall be determined prior to the beginning of the school years. The Parties agree that union members will receive two half-day professional development days as part of their work calendars for 2014-2015 and 2015-2016.

B. New Hires

New employees who have not worked as a regular employee for 120 calendar days before July 1, shall not be eligible for an increment until the following July 1.

All new employees shall be subject to a probationary evaluation period of ninety (90) calendar days. The Union President shall be notified of all new hires in the bargaining unit by being copied on the intent to hire letter. If the 90 calendar day probationary period expires, and the employee is not evaluated, then the new employee will be considered to have successfully completed the probationary period and shall become a regular member of the bargaining unit. New employees, during the probationary period, shall not have recourse through the grievance procedure, except for charges of discrimination related to union membership or activity.

Upon the resignation, retirement or other termination of employment for just cause, should a former employee seek to return to duty after a break in active service which includes absences during a period of active duty, said employee shall be returned to duty at the entry level, step 1, and also at zero (0) years seniority. The Board may, however, place that former employee on a higher step, up to Step 3 with seniority remaining at zero (0) years, if the Board determines that it is appropriate under the circumstances to place that employee on a higher step based on that individual's level of skill and/or experience. In addition, the Board may place any other new hire on a higher step, up to Step 3, if the Board determines that it is appropriate under the circumstances to place that employee on a higher step based on that individual's level of skill and/or experience.

C. Intent Not to Re-Employ

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

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

Prior to the June Board meeting and before the last day of each school year, the Board shall provide notice to the bargaining unit member regarding whether he/she is going to be recommended for re-hire for the following school year.

D. Salary Payments

Employees shall be paid biweekly pays continuously, every other Friday. All employees shall be paid by direct deposit. Direct deposit slips will not be mailed home; paychecks and paystubs are available to the member online.

An employee does not advance steps on the salary schedule for any years he or she is paid a salary for less than 120 working days. (Leaves due to an injury compensable under Workers Compensation are not considered paid working days.)

E. Union Dues/Dues Deduction/Fair Share Provision

The Board of Education agrees to deduct from certain employees' wages, the payment of dues to the Association upon presentation to the Treasurer, of a written authorization individually executed by the employee, stating the following:

1. The monthly payroll deduction amount

2. The total individual dues amount for the Organization's contract year

3. The effective date of the first monthly deduction.

The Treasurer will deduct the regular membership dues of the Association from the salaries of those Educational Assistants who authorize such deductions. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Treasurer to discontinue such deductions or employment with the Board terminates.

The time period for written notification for the discontinuance of dues deductions shall be made from July 1 to July 15 in the final year of the contract.

The union shall forward to the Treasurer by September 1 of each year, the amount to be deducted for this year if changed from previous year.

The employer agrees not to honor any check-off authorization or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.

New employees may request deductions at any time during the school year. Dues deduction missed shall be the obligation of the individual employee.

Authorization for dues deductions must be presented to the Treasurer no later than August 1 in the year such deductions are to begin. Dues deductions will be made in eighteen (18) equal installments, beginning with the month of October for Educational Assistants on the 10-month pay plan. The Treasurer of the Board will remit to the OAPSE State Office Treasurer the deductions made each month, a report of which will be forwarded to the Treasurer of OAPSE 128.

The employer agrees to provide, between July 1 and August 1 of each year, a list of all employees on the payroll effective July 1, their hourly rate, gross annual wage, number of work days and number of hours to be worked. This report shall be sent to the State OAPSE Treasurer and OAPSE Local President.

Dues deduction shall be subject to the payroll procedure and payroll deduction priority procedures.

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

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

1. Payroll Deduction of Fair Share Fee

   The Board shall deduct at no charge to the Association from the pay of members of the bargaining unit who elect not to become or to remain members of OAPSE 128 fair share fee of the Association's representation of such nonmembers during the term of this agreement.

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of Fair Share Fee Deductions

   a. All Fair Share Fee Payers -

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

b. Upon Termination of Membership During the Membership Year -

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

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Entitlement to Rebate

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

7. Indemnification of Employer

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

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer;

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association

or its affiliates' application to file brief amicus curae in the action; and

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

8. Nonmember Rights

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

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

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

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

9. P.E.O.P.L.E. Deductions

OAPSE members wishing to donate voluntarily to the P.E.O.P.L.E. organization shall have the right to have that donation deducted by the Board through a monthly payroll deduction. The Board agrees to transmit all amounts deducted to the OAPSE State Office Treasurer.

F. School Closings

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

   The Board of Education shall attempt to notify employees of school closings by telephone, at least one-half hour prior to their normal clock-in time.

   Closure shall be reported to local radio and television stations.

2. When an emergency occurs necessitating closing one school for part of a day or a full day, all non-instructional employees are required to work, unless they are expressly excused or sent home with pay by the Superintendent or his or her designee.

3. Employees who are off on sick leave on a snow day when all schools are closed will not be charged a sick day for the snow day. Employees on personal leave will not be charged for that day from their personal leave allowance. Employees who are on a leave of absence or are absent due to illness and have exhausted their sick leave will not receive compensation for a snow day.

G. Sick Leave

1. Each member of the bargaining unit shall be credited at the rate of one and one-quarter (1-1/4) sick leave days per month, as authorized by ORC, Section 3319.141. Sick leave days shall be credited in each month on a pro-rata basis related to days employed in the district.

2. Sick leave is calculated for each hourly employee based on the number of hours he or she works per day times one and one-quarter days. The total from that calculation would then equal the amount of sick leave the employee has earned for the month. Sick days are not advanced; you must actually earn the days during the school year and cannot use that sick time until you have earned it. Bargaining unit members cannot use sick time that has not been earned. For example:

   Educational assistant works 6.5 hours per day at 1.25 dpm = 8.125 hours per month

   10 month contract x 8.125 = 81.25 sick hours per school year

3. School employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others and for absence due to illness, injury or death in the employee's immediate family. The immediate family for purposes

of illness and injury is defined as husband, wife, children, mother, mother-in-law, father, father-in-law, sister, brother, grandparents, or any member of the employee's household or any other person standing in the relationship of one of the above-defined individuals.

In the case of death, immediate family will be defined to include the persons above plus those persons with whom the employee has such a relationship that the employee requires a leave for family bereavement.

Reasonable use of leave for family bereavement will not be counted towards the determination of excessive absenteeism.

4. When sick leave is used, it will be deducted from the employee's credit on the basis of quarter hour increments of absence from previously scheduled work. Employees must furnish a doctor's note after 3 days consecutive absences, verifying the absence was for a personal illness or injury, or family illness or injury. Falsification of the statement is grounds for suspension or termination of employment.

5. Employees desiring to use sick leave due to personal illness or injury in the immediate family shall notify the school district by means of an automated telephone system to be designated by the Board, at least two (2) hours prior to the start of their shift, in accordance with procedures to be established by Human Resources/Personnel.

6. Earned sick leave banks are computed using the employee's standard hours per day.

H. Sick Leave - Cumulative Allowance

Each employee possessing unused sick leave shall, in compliance with Section 3319.141, Ohio Revised Code, be entitled to consume any and all cumulative portions from the preceding years which together with the allowance for the current year shall not exceed a total of: Three Hundred Days (300).

Employees shall receive a statement indicating their current total of accumulated sick leave during the last pay period in June. Any discrepancy found between the employee's records and the Board's records shall be brought to the attention of the Board by July 31 of that year. If there is no discrepancy or the employee fails to notify the Board of an existing discrepancy, then such total shall be the official accumulated sick leave to date.

I. Military Leave of Absence

Such leave shall be granted in accordance with state and federal law.

J. Medical Leave of Absence

Family and Medical Leave Act (FMLA)

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

Medical Leave of Absence

Medical leave of absences apply to employees who have benefits at the time the leave is requested.

When a non-teaching employee has exhausted his cumulative sick leave and is still unable to return to work for medical reasons, the Board of Education, upon the recommendation of the Superintendent or his or her designee, will place the employee on a medical leave of absence. Such leave will begin on the day that the cumulative sick leave is completely exhausted and the employee has no earnings due. The leave of absence can be for a period of one month to one year with an option to extend it, upon Board approval, one additional year. Requests for such leaves must be accompanied by a doctor's certificate and an explanation.

While a non-teaching employee is on medical leave of absence, the Board will pay its share of the total fringe benefit package for the following periods of continuous service in the district.:

90 days to 3 years	Max. of 3 months in any 12-month period
3 but not over 5 years	Max. of 6 months in any 12-month period
5 years or more	Max. of 12 months in any 24-month

The foregoing periods of leave include, and are not additional to, FMLA leave already provided. Any such employee will be given the opportunity of participating in the hospitalization and group term life insurance programs once the above coverage has been exhausted by forwarding a check or checks to the Benefits Department to cover the full cost of said insurance programs.

K. Maternity/Paternity/Adoption Leave of Absence

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

physician's statement attesting to such incapacity. Upon notice to the employer, the employee shall be eligible for a medical leave of absence.

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

Employees only receive six weeks regardless of whether or not they are using accrued sick time or on an unpaid FMLA. At the end of the six weeks, the employee must either return to work, request additional time off based on medical necessity (doctor's note required), or if qualified under FMLA, the employee may request an additional 6 weeks unpaid FMLA (refer to FMLA section.)

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

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

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

L. Child Care Leave of Absence

Employees desiring to nurture the newborn child beyond the period provided for under FMLA may make application for a Child Rearing Leave of Absence. The Board shall grant such leave for a period not to exceed one (1) calendar year. If the employee fails to return or give notice of their intent to return at the end of one (1) year, the employee will be deemed terminated. Time spent on a Maternity/Paternity Leave of Absence shall be deducted from the maximum available time under the Child Rearing Leave of Absence provisions.

The Board shall also grant a leave of absence for an adoptive parent for a period up to a maximum of one (1) calendar year. This provision shall be in effect for adoptive children six (6) years of age or less. The above provision shall terminate upon the child's sixth (6th) birthday.

The employee shall give the Superintendent or his or her designee thirty (30) working days notice prior to returning.

After expiration of the approved leave of absence, the employee shall be returned to the same or similar position from which they were granted such leave of absence. To be eligible for additional child care leave, an employee must have returned to active duty for a minimum of twelve (12) months before eligibility for a new period of child care leave.

M. Personal Leave

1. Employees are entitled to (3) days restricted personal leave based on regularly scheduled work

   Hours, administered on a pro-rated basis:
   1st day—issued in the 2nd pay in September
   2nd day—issued in the 1st pay in November
   3rd day—issued in the 1st pay in February

   Educational Assistants hired November 1st through February will receive 2 days on a prorated basis:
   1st day—issued on employment
   2nd day—issued in the 1st pay in February

   Educational Assistants hired March 1st or after will receive 1 day on a prorated basis to be issued on the 1st day of employment

   Personal days will be available to use the first workday after the pay date in which the employee receives the personal entitlement following the above schedules.

2. Paid personal leave days are provided in an effort to keep from docking an employee for legitimate business, professional and personal reasons an employee encounters which cannot be met outside the regular work day. Typical of these obligations, although not all inclusive are: court appearances for the employee, routine medical examinations, religious holidays, graduation exercises, honors convocations (honoring the employee or members of his/her immediate family), school obligations with his/her child (meaning parent-teacher conferences), and real estate transactions. This provision for paid personal leave is not to be used to extend holidays or recesses for the pursuit of sporting or recreational interest hobbies, avocations, other gainful employment, shopping, baby sitting (including grandchildren) or such activities as yard maintenance or to attend business trips with one's spouse.

3. Routine doctor or dental appointments are to be charged to personal leave.

4. Emergency doctor appointments when an employee becomes ill at work or doctor appointments while an employee is off sick are to be charged to sick leave.

5. Application for paid personal leave will, except in emergencies, be made via the District's online absence reporting system at least three (3) days prior to the date of such leave. Personal Leave must be approved in advance.

6. An application will be made available, and the "other" box on the application is to be checked when reasons not covered under one of the defined boxes occurs and which the employee feels might qualify as a legitimate reason. When checking the "other" box, the reason must be given. The "emergency" box is to be checked when an emergency occurs unexpectedly and the employee does not have time to apply in advance. The "emergency" box, like the "other" box must state the reason for the absence.

7. When personal leave is used, it will be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work.

8. Personal leave knowingly utilized in violation of this policy will be considered as insubordination and will result in appropriate disciplinary action, up to and including dismissal.

9. Requests for two (2) or more consecutive days must specify the reasons and have prior approval of the Superintendent or his or her designee.

10. Unused personal days shall be converted to sick leave at the end of a contract year.

N. Assault Leave

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

If assault leave is granted, the Board will maintain the Assistant on full-pay status during the period of such absence under the following provisions:

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

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

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

Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Revised Code.

Procedures to be followed in case of assault:

1. An incident report (available from the principal, health aide, and the business office) must be filled out immediately, if possible, or within twenty-four (24) hours provided, that if the employee so requests, the employee shall have an opportunity to consult with representation of the employee's choice prior to filing the report.

2. The bargaining unit member must notify the office that medical attention is needed. The bargaining unit member does not need to wait until the end of the day to get medical attention. Coverage should be readily provided.

3. Bargaining unit members will be provided with notice of the location of the Board's designated health care facility on an annual basis.

If another facility is utilized, the bargaining unit member must be seen by a doctor at the Board's designated health care facility within twenty-four (24) hours, or Monday morning (if medical attention is needed on the weekend) following initial medical care at another facility.

4. A referral must be written for discipline as soon as possible. Again, be sure to write assault directly on the referral. A principal must make every attempt to talk to the bargaining unit member who was assaulted to get the necessary information prior to acting on the disciplinary referral.

5. The bargaining unit member may file a police report for the assault. This can be done at school or directly at the Euclid Police Department. The administrator must call the police for the bargaining unit member to enable the bargaining unit member to file a police report at school. The bargaining unit member may make the report at the Euclid police department.

6. If medical attention is needed, over a long period of time, a certificate of medical need from a licensed doctor must be sent to the Superintendent or his or her designee's office. With this certificate on file, the bargaining unit member is ensured under the assault provision that he/she will not be charged for any necessary days or time missed.

7. The administrator and/or bargaining unit member will make the union aware of any assault situations. In circumstances which you suspect might result in legal action, contact your union representative. When a student returns to school following an expulsion for assaulting an Educational Assistant, upon request of the Educational Assistant who was assaulted, the student will be placed in another class if an appropriate placement is available.

8. A complete investigation of the matter will be conducted by the principal and his staff and a report, including recommendations, will be made to the Superintendent.

9. The Superintendent or his or her designee will review the matter and determine the action to be taken. Notification of this action will be sent to all parties involved. This may include legal court action and/or expulsion from school.

10. The Superintendent shall render all reasonable assistance to the Educational Assistant in connection with the handling of the incident by law enforcement and judicial authorities including protecting the Educational Assistant's interests.

11. In the case of an assault by a student on a bargaining unit member causing injury for which worker's compensation is paid, the Board will pay the monthly premiums on the adopted medical plan and term life insurance for a period not to exceed two (2) years.

It is expected that employees will not abuse this policy and return to work as soon as physically possible, even if certain emotional distress lingers. If and when the employee exhausts the fifteen (15) days assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board and upon the recommendation of the Superintendent. Where the assaulted employee becomes eligible for benefits under the State Employees Retirement System because of age, or where the employee's employment by this district ceases, this leave provision shall no longer apply.

O. Delegate Leave

1. The Euclid Board of Education agrees to permit no more than two (2) duly elected delegates of OAPSE, Chapter #128, up to three (3) days leave to attend the Ohio Association of Public School Employees Annual Conference.

2. Such approved absence for the OAPSE Annual Conference shall be, upon completion of an Assignment Request Form to be made available by the Board, without loss of pay, and shall not be deducted from sick leave or personal leave time.

3. In addition, the union president and/or one designee shall be, with the approval of the Superintendent and/or his or her designee and upon completion of an Assignment Request Form, released to perform special projects for OAPSE. This release time will not exceed four (4) days each school year during which time all wages shall be reimbursed to the District by the OAPSE State Office.

P. Calculations - Term Life Insurance and Medical Insurance

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

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

Health Care Continuation "COBRA" Option

The COBRA (Consolidated Omnibus Budget Reconciliation Act) was passed in 1986 and gives employees the option of continuing health care coverage after their employment ends.

If your employment is terminated for any reason other than gross misconduct, you can continue your health care coverage for up to 18 months. If you do continue your coverage, you must pay the total cost, but you would be paying the Board's group rate for that coverage. In addition, your eligible dependents can continue health care coverage of up to 36 months if:

You die; or
you are divorced or legally separated; or
your children no longer meet the eligibility requirements

Any coverage provided to you under COBRA would only be the same coverage you carried while you were employed. There are procedures that you must follow. Should you have an interest in COBRA benefits due to termination or any of the above reasons, please call the Benefits Department.

Q. Term Life Insurance

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

Short-hour - $25,000
Full-time - $50,000

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

R. Medical Benefits

The Board shall supply various health plan benefits. All employees participating in the Board's insurance program must pay, through payroll deduction, shall pay eleven percent (11%) of the Board's single and family (as applicable) premium cost for major medical and hospitalization coverage based on fully-insured equivalent rates.

The following medical benefits coverage's are available to employees electing to receive them:

Benefits	Network Facility	Non-Network Facility
Dependent Age Limit	Dependent age: 26; Older aged child: 28	
Benefit Period Deductible	$200 Single/$400 Family	$400 Single/$800 Family
Coinsurance Maximum (excludes deductible)	$600 Single / $1,200 Family	$1,200 Single / $2,400 Family
Out-of-Pocket Maximum (includes deductible)	$800 Single / $1,600 Family	$1,600 Single / $3,200 Family
Maximum Plan Benefits	$5,000,000 Annual Maximum	
Benefits	**Network Facility**	**Non-Network Facility**
Inpatient Facility		
Semi-Private Room & Board (365 days per year)	90% after Deductible	80% after Deductible
Diagnostic Services	90% after Deductible	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or $ limits.	
Skilled Nursing Facility	No Limits	
Base	90% after Deductible	80% after Deductible
Supplemental Major Medical	90% after Deductible	80% after Deductible
Outpatient Services		
Surgical Facility Services	90% after Deductible	80% after Deductible
Diagnostic Lab, medical tests, and x-ray services	First $500 Covered in Full, then 90% after Deductible	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Physician/Office Services		
Office Visit (Illness/Injury)	$15 copay then 90%	$15 copay then 80%
Urgent Care Facility Services	$15 copay then 90%	$15 copay then 80%
Immunizations (all immunizations)	90% after Deductible (100% if service has A or B rating by US Preventative Services Task Force)	80% after Deductible
Allergy Testing and Treatments	90% after Deductible	80% after Deductible
Preventive Services		
	A or B in the US Preventative Services Task Force, routine immunizations and other screenings	
Routine Physical Exam/Office Visit (One per benefit period)	100%	$15 copay then 80%
OB-GYN/Office Visit (One per benefit period)	100%	$15 copay then 80%
Well Child Care Including exam and immunizations	100% 32 visits per Lifetime; Birth to age 21	$15 copay then 80% Copay applies to exam charge only All other expenses covered at 80%

		32 visits per Lifetime; Birth to age 21
Routine Mammogram (One per benefit period)	100%	80% after Deductible
Routine Pap Test (One per benefit period)		
Routine Prostate Exam (One per benefit period)	100%	First $250 per benefit period covered at 100%, then 80% after Deductible
Benefits	Network Facility	Non-Network Facility
Routine Colonoscopy & Sigmoidoscopy Exam	100%	First $250 per benefit period covered at 100%, then 80% after Deductible
Outpatient Services		
Physical Therapy	90% after Deductible | 80% after Deductible 40 visit limit, combined with Occupational	
Occupational Therapy	90% after Deductible | 80% after Deductible 40 visit limit, combined with Physical	
Speech Therapy	90% after Deductible | 80% after Deductible 20 visit limit	
Chiropractic	90% after Deductible | 80% after Deductible 12 visit limit	
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or $ limits.	
Emergency	Emergency use: $50 emergency Room Co-pay (waived if admitted) Non-Emergency use: $50 ER Co-pay then 80% of Covered Charges	
Additional Services		
Ambulance	$25 Co-pay then covered in Full	
Durable Medical Equipment	90% after Deductible	80% after Deductible
Hearing Benefits (2 per 36 months) Exam Conformity & Hearing Aid Evaluations Hearing Aids	 $40 per exam 100% 100%	
Home Health Care	90% after Deductible	80% after Deductible
Hospice	Covered in Full	
Human Organ Transplants	90% after Deductible (Pre-certification required)	80% after Deductible (Pre-certification required)

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

1. The Healthcare Committee shall include a voting OAPSE member. If decisions made by the Healthcare Committee result in changes to the current Agreement, those changes will only go into effect for OAPSE if approved by OAPSE members in accordance with its rules and regulations.

2. The dental plan will be a managed care dental enhanced PPO plan. The preferred provider dental plan includes a network of dental providers available to employees and their dependents. Plan members can elect to receive dental services from network or non-network providers. The plan pays a percentage of allowable charges based on either a negotiated fee or a reasonable or customary fee. The plan allows for a 100% reimbursement of allowable charges for covered preventative services that are received

twice in any period of 12 consecutive months when using in-network dentists. Other covered services are subject to a single-family deductible of $100/$200 with 80% coverage thereafter for most services, and a maximum annual plan payment of $2,000 per person. Orthodontic services are covered at 60% with a separate lifetime maximum of $1,500 per person. Employees electing to participate in the dental program shall pay two (2) percent of the premium associated with such coverage by payroll deduction.

3. Maintenance drugs are available via mail order, and must be obtained after the third refill.

The prescription drug plan will include a ten dollar ($10.00) co-payment for generic prescriptions, a fifteen dollar ($15.00) co-payment for preferred name brand prescriptions for retail coverage (over the counter), and twenty-five dollars ($25.00) for non-preferred name brand prescriptions. Starting October 1, 2010, the co-pay for prescription drugs via mail order shall be $15.00 for a ninety-day supply for generic and $20.00 for a ninety-day supply for formulary and non-formulary. Generics are mandatory unless the physician requires a brand name.

Employees shall pay eleven percent (11%) of the premium associated with such drug coverage by payroll deduction.

4. Vision Plan

The schedule of benefits is as set forth below:

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

5. Choice of providers for all insurance fringe benefits shall be at the discretion of the Board provided that every member is entitled to no less than maximum benefits of current coverage. The Association will be given the opportunity to examine coverage's to be given by new providers, if any, prior to final approval by the Board. The Board's contracts with providers may include (1) anti-duplication provisions under which the Board's obligation will be to provide secondary coverage to those employee's eligible for coverage under some other insurance fringe benefit plan and (2) where spouses are

both employed by the Board, the Board shall in no case be obligated to provide more than one plan per family.

6. The dental, prescription drug and vision care program are free-standing and an employee may enroll in any or all of these programs (all single or all family only).

7. Calculations for Medical Insurance

Individual Plan – No ceiling on the Board's contribution; employees contributions based upon medical benefits discussed earlier in this contract.

Family Plan - No ceiling on the Board's contribution; employees contributions based upon medical benefits discussed earlier in this contract.

8. A member of the bargaining unit and his/her "qualified beneficiaries" shall be eligible to retain group hospitalization for eighteen (18) or thirty-six (36) months according to the procedures outlined by COBRA by paying the monthly insurance premiums to the Treasurer's Office.

9. 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 that plan or, should the spouse elect not to enroll and participate in that coverage, the District employee shall pay an additional $200 per month for family coverage, in addition to any other contributions otherwise due.

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

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

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, 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' 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 coverage's sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of a change in a spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Board providing benefits to which a spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and

expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage. An employee who submits false information may be subject to disciplinary action up to and including termination of employment.

S. Severance Retirement Pay

Members of the Bargaining Unit actively employed on a permanent or part-time basis by the Board, who elect to retire and have been accepted for retirement by the State Teachers Retirement System of Ohio or the School Employees Retirement System, shall be paid a lump sum equal to one-fourth of the value of the accrued, but unused sick leave credit to a maximum of forty-five (45) days.

All personnel not qualifying for paragraph one actively employed on a permanent basis, retiring between the ages of fifty and sixty who have fifteen to twenty years of Euclid service, will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of thirty (30) days.

All personnel not qualifying for paragraph one actively employed on a permanent basis between the ages of fifty and sixty with over twenty (20) years of Euclid service will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of forty-five (45) days.

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

T. Meal Breaks

Employee's work and lunch schedules will be set to insure that all bargaining unit members receive a mandatory half-hour, duty-free lunch period. This half-hour period will not be taken into account in determining the total hours worked of an employee.

U. Jury Duty

All members of the bargaining unit shall receive their normal pay while on jury duty. The employee shall retain any compensation paid by the court.

Upon receipt of a jury summons, employees must notify their supervisor immediately. Employees are considered at work (excused but receiving pay) while on jury duty and must, to qualify for compensation, report immediately on completion of said duty, and provide HR/Personnel with the court certificate attesting to the employee's actual attendance

Failure to report at once or taking extra time off may result in forfeiting all rights to jury duty compensation.

V. School Employees Retirement System Pick-Up

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

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

W. Paid Holidays

The following days have been approved by the Board of Education as paid holidays. If employee has received a dock day on a day preceding or after a scheduled holiday, the employee shall not receive compensation for the holiday. The hours paid shall be the employee's regularly scheduled hours, unless a special work schedule and rate have been worked on both the day prior to and the day immediately following the scheduled holiday(s). No employee shall receive holiday pay unless he/she would have been scheduled and working on the day the holiday falls.

The following are the Paid Holidays:

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

X. Personnel Files

Any post-employment materials in an employee's personnel file may be reviewed by the employee and HR/Personnel.

1. No pre-employment information, evaluations, or references may be reviewed by the employee.

2. Material concerning an employee's conduct, performance, service, character or personality may be placed in the employee's file after the employee has been permitted to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and date on the copy to be filed. His/her signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its content. If the employee refuses to sign, a dated note to that effect will be attached to the material filed.

3. An employee shall be permitted to place material in his/her file, in answer to material already placed in his/her file. Answers shall be attached to the related material in his/her file.

4. Material that HR/Personnel determines to be inappropriate or inaccurate shall be removed from the employee's file.

5. Materials placed in the employee's file must be identified in such a manner that the author and the person placing the material in the file are known.

6. All entries into the personnel file shall be dated as to entry.

7. Confidential personal information in the nature of medical information or personal paychecks (the check itself, not the amount) is not subject, absent court order, to review by anyone other than the custodian of the personnel file or the individual employee and may not be released to anyone without the employee's permission.

Y. Disciplinary Action

Disciplinary Action shall be defined as warnings, reprimands (oral and written), suspensions (with or without pay) and discharge. It is understood that discipline shall only be issued for just cause and applied in a progressive/corrective fashion, except serious misconduct.

An employee who is disciplined must be disciplined no later than fifteen (15) working days after the employer knew or should have known of the events upon which the discipline is based, or no later than fifteen (15) working days after the completion of an investigation, whichever is later. At the time the discipline is issued, the employee who is disciplined shall be given a written notice stating the reason for the disciplinary action. The affected employee will be informed of his right to have a union representative present at any disciplinary hearing which may result in suspension and/or discharge. The Union President or his/her designee will receive a copy of any results of an investigation or any action that is taken.

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

It is important that employee complaints of unjust discipline be processed promptly; therefore, all such disciplinary action can be reviewed through the grievance procedure beginning at Step II. This appeal by the affected employee shall be the sole and exclusive remedy available. In imposing discipline on a current charge, the Board will not take into account any non-related prior infractions which occurred more than twenty-four (24) months previously. All previous incidents twenty-four (24) months or older shall be moved to a confidential folder. For new items, the time period begins with the occurrence of the infraction.

Z. Mid-Year Assessment and Evaluation

Mid-year assessments will be completed and discussed with each individual employee by January 15 yearly, unless an alternative agreement has been made between the administration and union president to change or extend those dates

(if January 15 falls on a non-school day, including but not limited to weekends, holidays, and calamity days, the assessment and discussion will be completed by the next school day following the non-school day.)

The mid-year assessment will state strengths and weaknesses, including areas for improvement. Mid-year assessments are meant to communicate to union employees on a yearly basis their progress during the year.

In compliance with the job description for educational assistants, union members will be evaluated on an annual basis.

Nothing in this Section prohibits the Board from non-renewing union members at the end of the school year.

AA. Seniority

The Board recognizes employees' seniority whenever doing so is consistent with sound business practices. Seniority will be considered, along with skill, merit, and other factors, with regard to layoffs, transfers, assignments, reassignments, and openings. Seniority will not accrue in any year in which the employee has not worked at least 120 days.

Any employee rehired within one (1) year of layoff or nonrenewal shall be deemed to have, on the date rehired, the seniority which had been accumulated up to the layoff or nonrenewal date and shall have their seniority date adjusted accordingly.

HR/personnel will maintain a seniority list including the following:

a. Date employee was originally hired into the bargaining unit

b. Total years worked in the bargaining unit to calculate full seniority

c. exclusions will be made for Leaves of absence, layoffs, or non-renewals, which are not included in calculating seniority

Systemwide Seniority and classification seniority is recalculated during the term of any unsalaried leave of absence in excess of 30 days (including leaves due to an injury compensable under Workers Compensation.)

The seniority list shall be available online. The Superintendent or his or her designee shall update the list annually at the completion of each school year.

BB. Job Openings

Any bargaining unit member with an interest in switching or changing positions should express that interest in writing, preferably via e-mail, to HR/Personnel, indicating the employee's current position, and the position desired. Such letters should be received by HR/personnel no later than May 15. The Administration will make every effort to accommodate requests if it determines the request to be reasonable, but does not guarantee requests will be granted.

In mid-June, HR/Personnel shall send an e-mail to bargaining unit members informing them of any open Educational Assistant positions for the coming school year. Any bargaining unit member with an interest in an open position should express that interest in writing, preferably via e-mail, to HR/Personnel. Such e-mails or letters must be received by HR/Personnel within three days of the opening notice being sent. The Administration will make every effort to accommodate requests if it determines the request to be reasonable, but does not guarantee requests will be granted.

In early August, HR/Personnel shall send an e-mail to bargaining unit members informing them of any open Educational Assistant positions for the coming school year. Any bargaining unit member with an interest in an open position should express that interest in writing, preferably via e-mail, to HR/Personnel. Such e-mails or letters must be received by HR/Personnel within three days of the opening notice being sent. The Administration will make every effort to accommodate requests if it determines the request to be reasonable, but does not guarantee requests will be granted. Job placement decisions under this Job Openings section are not subject to grievance.

CC. Skill Classifications

Subject to and in addition to the requirements described in the job descriptions, all Educational Assistants must meet the standard of Highly Qualified, as defined by Ohio Department of Education Standards. The minimum level required is to satisfactorily complete and pass a local assessment. This assessment must be completed and passed prior to the completion of the employee's probationary period. If this is not completed and passed by the end of the probationary period, the employee may be dismissed.

For advancement to the HQT salary schedule, the Educational Assistant must possess one of the following:

- Proof of successful passage of the Ohio Department of Education Praxis II Test for Paraprofessionals, or
- Two (2) Years of Study at an Institution of Higher Education (48 Semester or 72 Quarter Hours), or
- An Associate (or higher) Degree from an Accredited Institution of Higher Education.

All Educational Assistants must hold, or be eligible to apply for, an Educational Aide Permit as issued by the Ohio Department of Education. This Permit must be renewed on an annual basis, at the cost of the employee.

All Non-Certified Paraprofessionals must hold, or be eligible to apply for, an Educational Aide Permit as issued by the Ohio Department of Education. This Permit must be renewed on an annual basis, at the cost of the employee.

DD. Probationary Period

1. New Employees

All new employees with the Euclid City Board of Education shall be subject to a ninety (90) calendar day probationary period. The purpose of the probationary period is to evaluate the performance of the new hire and to assist him/her in acclimating to the new position. Probationary employees will be evaluated no sooner than the employee's (30th) calendar day in the position via an informal written evaluation, if and only if the immediate supervisor deems the informal written evaluation necessary based on the employee's performance during the probationary period.

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

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

The final informal written evaluation shall occur before the ninetieth (90th) calendar day of employment. Should the evaluation be unsatisfactory, the supervisor may, at his/her discretion, discharge the employee or formulate a corrective action plan as described above.

Upon satisfactory completion of the ninety (90) calendar day probationary period, new employees will become regular employees and shall be entitled to all privileges afforded them under this negotiated agreement and through the employer.

EE. Job Assignment

Should a proposed change in job assignment/duties result in a substantial increase in job responsibilities the Board shall meet with the union to discuss reclassification of the position and whether a change in compensation is justified.

FF. Union Representation

Non-employee representatives of the union may enter Board-owned buildings between regular business hours upon request or notice to the appropriate administrator, for the purpose of ascertaining whether or not this agreement is

being observed and of attending meetings called by the local OAPSE affiliate, Euclid Board of Education or appropriate administrator.

Grievance hearings shall be held during regular business hours of the Board. Grievance hearings shall be scheduled so as not to result in loss of pay to the grievant and his/her Union representative(s). The grievant, officer and his/her Union representative will be allowed to attend the hearing without loss of pay or benefits. Grievance hearings shall be limited to one-half hour unless mutually extended.

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

GG. Grievance Procedure

1. Definition

a. A grievance is defined as an alleged violation of a specific article or section of this agreement or any dispute with respect to its meaning or application. If any such grievance arises, there shall be no stoppage of work because of such grievance; that such grievance shall be submitted to the following grievance procedures.

b. "Days" shall mean actual working days.

c. Grievant - a grievant shall be defined as an affected employee(s), employee group and/or local union representation.

2. Rights of the Grievant

a. A grievant shall be represented by the Union at all steps of the grievance procedure. The Union and the grievant shall determine the merit of a grievance and the suitability of the answer received.

b. Decisions rendered at each formal level will be made in writing setting forth the decisions and the reasons therefore.

c. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or any member of the Board or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

d. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure

at which the administrator deciding the grievance has authority to make a decision.

e. Before a grievance is taken to the next level, the Association Grievance Committee has the option of withdrawing its support.

3. Time Limits

a. The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

b. If a formal grievance (Level II) is not filed within five (5) days of receipt of the supervisor's answer from Level I, the grievance shall be considered waived.

c. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step and further appeal shall be barred.

d. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

e. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract term of the employee, further attempts at resolution shall be postponed until the beginning of the new school year in September, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next school year.

f. The temporary absence of the supervisor responsible for responding at each step shall extend the running of the days, but in no case for more than five (5) additional days.

g. Hearings held under this procedure shall be conducted at a time and place which is agreeable to the union president and HR/Personnel or designee. The employer shall release the local president or designee, grievant and up to at least two (2) witnesses from work without loss of pay or fringe benefits for attendance at the arbitration hearing when conducted during regular working hours.

4. Procedure

a. Level I: (Informal)

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

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

b. Level II (Formal)

If the grievance is not resolved at Level I, the employee or the union representative may, within five (5) working days of receipt of the supervisor's answer, submit to the Director of Pupil Services a "written statement of grievance" signed by the employee. A copy shall be given to the supervisor involved at that time. The "written statement of grievance" shall name the employee involved, shall state the facts giving rise to the grievance, and shall identify all the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the union with respect to these provisions, and shall indicate the relief requested.

The Director of Pupil Services or his/her designee representative shall give the union representative an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Director of Pupil Services and the union.

c. Level III: (Formal)

If the grievant is not satisfied with the results of Level II, he may continue the formal procedure by again submitting a formal grievance to the Superintendent or his designee within five (5) days after the receipt of the Level II answer. Within five (5) days of receipt of the form, the Superintendent or his designee shall make a written decision.

d. Level IV: (Formal)

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

Prior to submitting a grievance to arbitration, the Union may request the administration to consider mediation with FMCS. While nothing in this agreement shall constitute a requirement to mediate grievances, the administration shall consider the request and respond within ten (10) days.

Within ten (10) school days after notice of desire to arbitrate is given, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, he shall be selected by the Federal Mediation and Conciliation Service.

(1) Power of the Arbitrator

(a) It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in case of alleged violations by the aggrieved.

(b) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(c) He shall have no power to establish salary schedules or change salary schedules.

(d) He shall have no power to decide any questions which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this Agreement.

(e) In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Association, with notification to the Administration without decision or recommendation on its merits.

(f) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above and if within the Board's and Association's legal authority. It shall be final and binding on the employee or employees involved in the grievance, and the Association, the Administration and the Board.

(g) The fees and expenses of the arbitrator shall be borne by the losing party. Any expenses resulting from the grievance arbitration shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called to testify for the other side.

HH. Continuing Education, Inservice Training

In addition to any mandatory training required by the Board, the district will provide bargaining unit members yearly training on job-related topics. Bargaining unit members will perform a yearly needs assessment and provide the district by May 1 of each contract year a list of suggested topics for the following year's training.

Such training programs shall be related to the employee's job duties.

If the employee is invited to attend an in-service meeting approved by the Superintendent or his or her designee at his/her respective school and the employee chooses to attend, the employee shall be paid at his/her appropriate rate of pay.

II. Health and Safety

The Board shall adhere to and observe all applicable health and safety laws. Should a safety concern arise or an unsaid working condition exist, the Board shall not require an employee to perform or work in an unsafe working condition exist, the Board shall not require an employee to perform or work in an unsafe work environment.

JJ. Professional Respect

Employees, supervisors, and administrators shall treat one another with professional respect at all times, including, but not limited to, during in-person interactions as well as when communicating or otherwise interacting online, via e-mail or teleconference, and/or via social media (i.e., social networking sites, text messaging, etc.). If an interaction is expected to be contentious or becomes contentious, employees and supervisors shall make efforts to conduct or move the meeting to a private area, out of the presence of other employees, students or members of the public.

KK. Substitutes

With no exceptions will anyone be utilized as a substitute employee in a bargaining unit position in the same assignment for longer than 90 consecutive work days. At the end of 90 consecutive work days, any substitute will become a permanent employee within the classification.

LL. Labor Management Meetings

Section 1. The Union or the administration, in the interest of sound labor/management relations, may request to meet with each other. This process shall not be a substitute for negotiations. If the parties mutually agree that a meeting would be beneficial, the parties shall meet. The purpose of such meeting shall be to:

A. Notify the Union of any changes which may affect the bargaining unit;

B. Disseminate general information of interest to the parties;

C. Consider and discuss health and safety matters relating to employees.

Section 2. Meetings shall be convened at a mutually agreeable day and time, as soon as feasible during non work-time.

Section 3. The party requesting the meeting shall submit an agenda to the other party at least five (5) working days in advance of the scheduled meeting.

The agenda, if provided by the Union, shall include the names of the bargaining unit members (not more than three (3)) who will be attending.

MM. Longevity Program

Bargaining unit members shall receive an additional salary payment with the first payroll check in December of each year in recognition of length of service or longevity in accordance with the following stipulations and schedule.

A. Should an employee retire or pass away during any part of the year prior to December 1, such employee's longevity pay shall be prorated to the effective date of retirement of the death of that employee for that year only. Prorated payments will be based on full months of work only.

B. The anniversary date to qualify an employee for longevity in any year shall be the employee's full-time starting date. Employees on unsalaried leaves of absence (including absences due to an injury compensable under Workers Compensation) in excess of 30 days will have their seniority date for longevity purposes recalculated. This means that they will not accrue seniority while on an unpaid leave and will not accrue longevity.

C. Any employee who has reached ten (10) years, fifteen (15) years, or twenty (20) years of employment in any calendar year qualifies for longevity payments as of December 1 of that year.

(1) Longevity Payments

10-14 years - $250.00

15-19 years - $350.00

20+ years - $450.00

NN. Criminal Background Checks

The Board shall reimburse up to $25.00 for all state and federal background checks for employees. Any additional costs may be deducted through payroll deduction. The Board will not pay for an employee's initial background check, nor will any pay be retroactively granted under this article to any employee who has already paid for a background check.

VIII. ENTIRE AGREEMENT CLAUSE

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

IX. DURATION

This agreement, upon ratification by OAPSE and the official Board Resolution, shall be effective twelve o'clock midnight, July 1, 2013, through twelve o'clock midnight, June 30, 2016.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

Gwendolyn Jackson, OAPSE President

Moranna Jones, OAPSE Vice President

Trina Molnar, OAPSE Field Representative

EUCLID BOARD OF EDUCATION

Mr. Keith Bell, Superintendent

Ms. Sue Maroney, Manager of Human Resources

Stephen A. Vasek, Treasurer

Mrs. Kay F. Van Ho, President

9-MONTH CALENDAR
Educational Assistants & Non-Certified Para Professional
2013-14

Educational Assistants return to work	No School – ***Workday***	Wednesday, August 21 (prep day)
District In-Service Day	No School – ***Workday***	Thursday, August 22
Schools open for classes		Friday, August 23
Labor Day	Paid Holiday	Monday, September 2
District In-Service Day	No School – ***Workday***	Tuesday, September 24
NEOEA Day	No School – not a workday	Friday, October 18
District In-Service Day	No School – ***Workday***	Tuesday, November 5
Thanksgiving Vacation		
Schools close at end of regular session		Tuesday, November 26
Conference Day	No School – not a workday	Wednesday, November 27
Thanksgiving Day	Paid Holiday	Thursday, November 28
Day After Thanksgiving	Paid Holiday	Friday, November 29
Employees return to work/classes resume		Monday, December 2
Winter Vacation		
Schools close at end of regular session		Friday, December 20
	No School – not a workday	Monday, December 23
	No School – not a workday	Tuesday, December 24
Christmas Day	Paid Holiday	Wednesday, December 25
	No School – not a workday	Thursday, December 26
	No School – not a workday	Friday, December 27
	No School – not a workday	Monday, December 30
	No School – not a workday	Tuesday, December 31
New Year's Day	Paid Holiday	Wednesday, January 1
	No School – not a workday	Thursday, January 2
	No School – not a workday	Friday, January 3
Return to work/classes Resume		Monday, January 6
Martin Luther King Day	Paid Holiday	Monday, January 20
District In-Service Day	***Furlough Day*** (not a *work day)*	Tuesday, February 4
Conference Day	No School – not a workday	Friday, February 14
Presidents' Day	Paid Holiday	Monday, February 17
Spring Vacation		
Schools close at end of regular session		Friday, April 4
	No School – not workdays	Monday, April 7 through Friday, April 11
Employees return to work/classes resume		Monday, April 14
Good Friday	Paid Holiday	Friday, April 18
District In-Service Day	***Furlough Day*** (not a *work day)*	Wednesday, May 14
Memorial Day	Paid Holiday	Monday, May 26
Schools close	Last day for students and nine-month employees	Thursday, June 5

Total work days180*
Paid holidays 9
Total days 2013-14189*
Furlough Days - 2

Subject to Change*
2/11/14

Rate Schedules

EDUCATIONAL ASSISTANTS
July 1, 2013 – June 30, 2014

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Educational Assistants	$10.12	$10.57	$11.06	$11.62	$11.96	$12.33	$12.69	$13.08	$13.47
Highly Qualified Educational Assistants	$10.57	$11.16	$11.84	$12.36	$12.66	$13.29	$13.97	$14.62	$15.29
Non-Certified Paraprofessional	$10.57	$11.16	$11.84	$12.36					

EDUCATIONAL ASSISTANTS
July 1, 2014 – June 30, 2015

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Educational Assistants	$11.00	$11.28	$11.57	$11.86	$12.17	$12.48	$12.80	$13.13	$13.47
Highly Qualified Educational Assistants	$11.49	$11.91	$12.34	$12.79	$13.25	$13.74	$14.23	$14.75	$15.29

EDUCATIONAL ASSISTANTS
July 1, 2015 – June 30, 2016

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Educational Assistants	$11.22	$11.51	$11.80	$12.10	$12.41	$12.73	$13.06	$13.39	$13.74
Highly Qualified Educational Assistants	$11.72	$12.15	$12.59	$13.05	$13.52	$14.01	$14.51	$15.05	$15.60

WAGES

All members of the bargaining unit shall be frozen at their 2012-2013 years of service step of the salary schedule from July 1, 2013, through June 30, 2016. Should a member receive HQT status, he or she shall still be eligible for advancement to the HQT salary schedule.

For the 2013-2014 school year, all bargaining unit members shall be paid per the rate schedule listed above for July 1, 2013-June 30, 2014. All individuals who are members of the bargaining unit on December 31, 2013, shall receive a one-time, lump sum stipend of four hundred and seventy dollars and zero cents ($470.00) in January 2014 in a separate check.

For the 2014-2015 school year, the District shall adopt the rate schedule listed above for July 1, 2014-June 30, 2015. All individuals who are on Step 9 of the 2014-2015 rate schedule on December 31, 2014, shall receive a one-time, lump sum stipend of one hundred dollars and zero cents ($100.00) in January 2015 in a separate check.

For the 2015-2016 school year, all bargaining unit members shall receive a (2) percent increase in hourly rate to the July 1, 2014-June 30, 2015 rate schedule, effective July 1, 2015, to the expiration date of this Agreement.

If any union within the school district negotiates a health insurance plan design (as outlined in the plan design chart in Section R, Medical Benefits) different from the union's plan design for the duration of this contract, that plan design shall be implemented by Local 128.

REFUSAL OF REPRESENTATION

I understand that the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 128 (OAPSE) is my exclusive representative in matters concerning my employment. I further understand that under Section 4117.03(A)(5) of the Ohio Revised Code, which is part of Ohio's Collective Bargaining Law, public employees have the right to:

Present grievance and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

I do not want OAPSE, or anyone on its behalf, to represent me in my pending grievance or any other matters concerning my employment and matters related thereto, including but not limited to termination. I want to be represented by my own attorney.

I understand and agree that:

- I will be responsible for all costs for my attorney and that grievance and any other matters involving my employment with the Euclid City School District and that OAPSE is not responsible for any such costs;
- no adjustment of my grievance may be made which is inconsistent with the terms of the collective bargaining agreement between OAPSE and the Euclid City School District; and
- representatives of OAPSE have the opportunity to be present at the adjustment of my grievance.

Since I do not want representation by OAPSE, I release OAPSE and its representatives from any claims and any further obligation to represent me.

_____
(Member name)

Date: _____