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NEGOTIATING DOCUMENT FOR
THE BOARD OF EDUCATION OF THE EUCLID CITY SCHOOL DISTRICT
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER 147 (CAFETERIA)

I. RECOGNITION

Whereas, it is in furtherance of that purpose that the Euclid Board of Education (hereinafter the "Employer/Board") recognizes the Ohio Association of Public School Employees, AFSCME, and its affiliated Chapter #147 (hereinafter the "Union/Association") as the exclusive negotiations representative of all full-time and regular short-hour employees in the following cafeteria positions or classification: Classification I, Classification II, Classification III and Classification IV, which positions or classifications shall be considered as a combined single bargaining unit. The foregoing positions and classifications shall be exclusive of employees holding confidential and supervisory positions. Confidential and supervisory positions shall be defined to include coordinators and supervisors.

The aforementioned sole and exclusive recognition shall continue uninterrupted for the length of contract unless a petition is filed with the State Employment Relations Board. It shall follow the criteria under Article VII of this agreement.

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.

Labor management will be established through the offices of FMCS. Employees and supervisors shall treat one another with professional respect. 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.

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 a team of designated representatives of the Board and a team of designated representatives of the Association. In addition, each party may have up to two (2) observers.

D. Negotiation meetings shall be scheduled during regular business hours of the Board for the first fifty (50) hours of negotiations. These meetings will be scheduled so as to avoid conflict with serving times and will be limited to the four (4) central union team members and their Field Representative or OAPSE appointed designee. The Board shall also be limited to the four (4) central Board negotiating team members and their Attorney or designee. The union team members attending these paid negotiation sessions will have their positions replaced by substitutes during the time they attend the meetings. Future meetings may be established so as to not conflict with scheduled work periods. Negotiators on behalf of the Union shall be given reasonable time off to attend negotiation sessions without loss of pay when such sessions are held during their regularly assigned shift period. Union negotiators shall not be paid for negotiation sessions scheduled outside the regularly scheduled shift period (i.e., outside work 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. 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, as more fully explained as explained below.

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, as described in Section E of this Article, constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided the procedures herein have been followed,

mediation has been attempted and failed, the collective bargaining agreement has expired, and the 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. QUALIFICATIONS FOR REPRESENTATION

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

VII. WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board and the employee organization 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, the Board and the employee organization shall voluntarily waive, during the life of said agreement, said rights and each agree that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in said agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed said agreement.

VIII. WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. Work Year

The employer shall schedule no less than one hundred and eighty seven (187) days paid at all cafeterias, which includes two furlough days for the 2013-2014 school year, and three furlough days for the 2014-2015 and 2015-2016 school years. Cafeteria Bargaining Unit members shall not be required to report to work during parent-teacher conference days. Cafeteria personnel employed in a school setting shall be eligible for use as a substitute at any other cafeteria requiring substitute employees during such parent/teacher conference days. (see work calendar in Appendix)

In the event that no meal service or limited meal service is provided, bargaining unit members may make a request to the Food Service Director to leave without pay for that day. The Food Service Director has the sole discretion regarding whether an employee's request is granted. The Food Service Director may also request that one or more bargaining unit members leave without pay in the event that no meal service or limited meal service is provided.

B. Wage Notice

The Board of Education shall, by August 1 of each work year, provide each employee a notice stating the employee's hourly rate. A school calendar shall accompany each notice for each member of the bargaining unit showing the number of days to be worked, the number of paid holidays and what they are as well as the other times the employee in that classification will be off.

C. New Hires

New employees who have not worked as a regular employee for One Hundred Twenty (120) work 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 days 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.

D. Intent Not to Re-Employ

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

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

E. Salary Payments

Bargaining Unit employee salaries will be paid in biweekly payments approximately every other Friday. Direct deposit slips will not be distributed; payroll and timekeeping information are available to employees online. Bargaining Unit employee salaries are figured on an hourly basis. If an employee wishes to determine the amount of money he or she is to receive over the contract period, that employee should multiply the hourly rate x hrs/day worked x the number of work days. All new employees hired during the duration of this contract will receive their pay through direct deposit only.

An employee does not advance steps on the salary schedule for any years 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.)

Supervisors shall not provide each employee with his or her timesheet prior to payroll; employees may access timesheets online.

F. Union Dues/Dues Deduction/Fair Share Provision

The Board of Education agrees to deduct from certain employees' wages, the payment of dues to OAPSE Chapter #147 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 Ohio Association of Public School Employees, #147, from the salaries of those cafeteria employees who authorize such deductions. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Treasurer to discontinue such deductions or employment with the Board terminates.

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

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 cafeteria workers on the 10-month pay plan. The Treasurer of the Board will remit to the Treasurer of OAPSE 147 the deductions made each month.

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 and effective July 1, 1995, the following Association Security Fee provisions are provided:

1. <u>Payroll Deduction of Fair Share Fee</u>

   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 147, a 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 Payors -

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

b. Upon Termination of Membership During the Membership Year -

The Treasurer of the Board shall, upon notification from 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.

G. 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 notify employees of school closings for those employees whose scheduled starting time is before 6:00 a.m. This notice will be made no less than

one (1) hour prior to their start time. Those employees who are scheduled to report to work prior to 8:00 a.m. shall be notified by telephone from the Superintendent or his or her designee at least one-half hour prior to the normal clock-in time.

If the notice does not go out at least one (1) hour prior to a 6:00 a.m. employee's starting time, or at least a half-hour prior to the starting time for employees who are schedule to report to work before 8 a.m. but after 6 a.m., the employee will be compensated for a minimum of two (2) hours show up time in addition to his or her calamity pay day. In order that this work report be acknowledged, the time clock noting arrival must be used.

Closure shall be reported to local radio and television stations and an internal phone notification procedure shall be adopted for each cafeteria.

2. When an emergency occurs necessitating closing one school for part of a day or a full day, all bargaining unit members are required to work unless they are expressly excused or sent home non-instructional employees are required to work, unless they are expressly excused or sent home-with pay by the Director Of Food Services.

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

H. Sick Leave

1. Each member of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay for each year under contract which 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. Upon written request to the Superintendent or his or her designee, a bargaining unit member who has exhausted his or her accumulated sick leave shall be entitled to an advancement of ten (10) days of sick leave each year, to be charged against the sick leave he or she accumulates.

2. Each member of the bargaining unit shall qualify for sick leave absences with full pay, up to the total number of days accumulated for one or all of the following reasons:

   a. Personal illness
   b. Disability resulting from pregnancy
   c. Injury
   d. Exposure to contagious diseases which could be communicated to others
   e. Absence due to illness, injury or death in the employee's and spouse'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 members of the employee's family with whom the employee has such a relationship that the employee requires a leave for family bereavement.

3. An employee desiring to use sick leave due to personal illness or injury in the immediate family shall report his/her absence using the District's automated system the evening

before the absence, prior to 11:00 p.m. or at least two (2) hours prior to the start of his/her shift, or in the case of an emergency, prior to the start of the shift, in accordance with procedures established by the Food Service Director. Employees shall only be required to report an absence at the onset of illness or injury. Employees shall contact the Employer before 2:30 p.m., whenever possible, on the day prior to their anticipated return to work after the illness or injury. Failure to notify the employer of a return to work before 2:30 p.m. may result in the employee serving in a different position (with different pay) for the day in question. The Board and Administration shall not correspond with the employee during a period of illness when the employee is using his/her accumulated sick leave unless an emergency arises in which the sick employee's input would facilitate resolution of the emergency.

4. A statement from a physician shall be required upon five (5) consecutive work days of absence due to personal illness or injury or family illness or injury.

5. Sick leave banks (earned days and advancements) are computed using the employee's standard hours per day.

I. 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).

J. Family and Medical Leave Act Leave

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.

K. Medical Leave of Absence

A bargaining unit employee may request an emergency short-term medical leave of absence for a total period not exceeding thirty (30) calendar days. The Superintendent or his or her designee may grant a short-term medical leave of absence providing the employee provides a doctor's certificate indicating the necessity for such leave.

When a bargaining unit member has exhausted all accumulated sick leave and is still unable to return to work for medical reasons, as specified in Section G, Sub-Section d, upon the recommendation of the Superintendent or his or her designee, the Board of Education shall grant and place the employee on a medical leave of absence. Absent notice from the employee, he/she shall be placed on a medical leave upon exhaustion of accumulated sick leave. 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 bargaining unit employee is on medical leave of absence, the Board will pay its share of the total fringe benefit package for the following systemwide seniority (as defined in Section EE):

90-days - 3 years	Max. of 3 months in any 12-month period (FMLA)
More than 3 yrs. but less than 5 yrs.	Max. of 6 months in any 12-month period (FMLA plus 3 months)
More than 5 yrs.	Max. of 12 months in any 24-month period FMLA plus 9 months)

The calculation of the 12 or 24 month period begins with the first day of the medical leave of absence for the employee.

During this medical leave period, any such employee will be given the opportunity of participating in the hospitalization-group term life insurance programs once the above coverage has been exhausted by forwarding a check or checks to cover the full cost of said insurance programs to the Finance Department.

L. Maternity/Paternity/Adoption Leave of Absence

The date an employee would be eligible for such leave shall be predicated upon the recommendation of the employees' or the employees' spouses' physician.

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.

Employees shall be eligible for a maternity leave of absence for a period not to exceed six (6) consecutive weeks after childbirth. If after the six (6) consecutive weeks of maternity leave, the employee is still unable to return to work due to illness or infirmity, the employee shall be required to make application for a medical leave of absence.

An employee 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.

An employee 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.

Employees using their accrued sick leave for maternity/paternity leaves of absence shall have their fringe benefit programs continue unabated. If the employee is on an unpaid leave of absence other than medical, the employee will be offered the opportunity to continue fringe benefit programs at the employee's own expense, but limited to the employer's group rate.

M. Child Care Leave of Absence

Employees desiring to nurture the newborn child beyond the six (6) week period provided for under Maternity/Paternity Leave of Absence 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.

N. Military Leave of Absence

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

O. Personal Leave

1. All classified employees shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days are non-cumulative. Personal leave shall be limited to four (4) bargaining unit persons on any given day. Personal leave shall be limited to two (2) bargaining unit persons between April 30 and June 15 in any calendar year. Personal leave will not be granted, except in case of emergency and the reason or rationale will be required, during the first and last scheduled weeks of the school year. In addition, all three days shall be in accordance with the adopted form, which includes necessary personal and family business. Leave requests for "necessary and personal and family business days" may not be used between the period of April 30 and June 15 in any calendar year.

2. Paid personal leave days are provided in an effort to keep from docking an employee for legitimate business, professional or personal reasons an employee encounters which cannot be met outside the regular work day. Typical of these obligations, although not all inclusive, are: court appearances, scheduled medical examinations, religious holidays, graduation exercises, honors convocations (honoring the employee or members of his/her immediate family), school obligations with his/her child 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 interests, hobbies, avocations, other gainful employment, shopping, babysitting (including grandchildren) or such activities as yard maintenance or to attend business trips with one's spouse. The District may investigate or require proof as it deems sufficient in the cases where the District deems it necessary.

   a. Routine doctor of dental appointments are to be charged to personal leave.
   b. Emergency doctor appointments when an employee becomes ill at work or doctor appointments while an employee is off sick are to charged to sick leave.

   Employees should understand they have a right to an appeal hearing with representation, if they choose, with the Director Of Business Affairs to explain and discuss the justification for their request and to have an explanation on the rationale of the decision.

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

4. Requests for two (2) or more consecutive days must specify the reasons and have prior approval of the Director Of Food Service.

5. When personal leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. The Union and the

Board agree that employees may use personal leave days in hour increments until such time as they equal one (1) full scheduled work day.

6. Personal leave days for new hires during a contract year will be prorated as follows:

   New employees hired on a regular basis between:

July 1 through October 31	- 3 days
November 1 through February 28	- 2 days
March 1 through June 30	- 1 day

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

8. By checking the appropriate box on the Personal Leave Request form and signing your name, the paid personal leave is automatically granted providing it meets the intent of the negotiated contract language.

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

P. Assault Leave

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

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

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

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

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

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

Procedures to be followed in case of assault:

1. An incident report (available from the principal, health aide, and the business office) must be filled out. If the employee so requests, the employee shall have an opportunity to consult with representation of the employee's choice prior to filing the report.

2. The bargaining unit member must notify a building administrator or other appropriate supervisor if medical attention is needed. Coverage will be provided to enable the bargaining unit member to receive immediate medical attention.

3. Bargaining unit members will be provided with notice of the location of the Board's designated health care facility on an annual basis. If another facility is utilized, the bargaining unit member must be seen by a doctor at the designated health care facility within twenty-four (24) hours, or Monday morning (if medical attention is needed on the weekend) following initial medical care of another facility.

4. The bargaining unit member may file a police report for the assault. This can be done at the Board facility or directly at the Euclid Police Department. An appropriate administrator/ supervisor will call the police for the bargaining unit member to enable the bargaining unit member to file a police report at the Board facility. The bargaining unit member may make the report at the Euclid Police Department.

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

6. The administrator and/or bargaining unit member shall make the union aware of any assault situations.

7. An impartial investigation of the matter will be conducted by the principal or other appropriate administrator or supervisor and union president or designee, and a report, including recommendations, will be made to the Superintendent or his or her designee.

8. The Superintendent or his or her designee will review the matter and determine the action to be taken. Notification of this action will be sent to all parties involved.

9. The Superintendent or his or her designee shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities including protecting the bargaining unit member's interests.

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

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.

Q. Delegate Leave

1. The Euclid Board of Education agrees to permit no more than two (2) duly elected delegates of OAPSE, Chapter 147, up to three (3) days leave to attend the Ohio Association of Public School Employees Annual Conference.

2. Such approved absence shall be without loss of pay and shall not be deducted from sick leave or personal leave time.

R. 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

Employees currently employed twenty (20) or more hours per week, whose hours are reduced below short-hour status due to factors other than their own choice, shall be considered "grandfathered" for the term of this agreement.

S. 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 are available by calling the benefits office.

T. 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 fifteen percent (15%) 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 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 Base Supplemental Major Medical	No Limits 90% after Deductible 90% after Deductible	 80% 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 40 visit limit, combined with Occupational	80% after Deductible
Occupational Therapy	90% after Deductible 40 visit limit, combined with Physical	80% after Deductible
Speech Therapy	90% after Deductible 20 visit limit	80% after Deductible
Chiropractic	90% after Deductible 12 visit limit	80% after Deductible
	Benefits paid are based on corresponding medical benefits. No more day or $	

Mental Health & Substance Abuse	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 continue to 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 percent (2%) 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 and a fifteen dollar ($15.00) co-payment for preferred name brand prescriptions and a twenty-five dollar ($25.00) co-payment for non-preferred name brand prescriptions. Mail order prescriptions carry a twice the retail amount co-payment for a 90-day supply per prescription. Generics are mandatory unless the physician requires a brand name. Starting February 1, 2011, 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 fifteen percent (15%) 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. Individual Plan - Full-time employees: No ceiling on the Board's contribution. Employees' contributions based upon medical benefits discussed earlier in this contract.

Individual Plan - Short-hour employees: No ceiling on the Board's contribution. Employees' contributions based upon medical benefits discussed earlier in this contract.

Family Plan - Full-time employees: 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. Only full time employees are entitled to family plan insurance. Short hour employees may pay the difference between his/her Board-paid single coverage and family coverage through payroll deduction to take advantage of our low family group rates.

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 OR 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.

U. Longevity Program

Cafeteria employees 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 (i.e., based on system-wide seniority). 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, twenty (20) years, or twenty-five (25) years of employment in any calendar year qualifies for longevity payment, made on December 1 of each year.

(1) Longevity Payments

10 years - $450.00
15 years - $550.00
20 years - $700.00
25 years - $1,250.00

V. Severance Retirement Pay

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

All personnel not qualifying for paragraph one actively employed on a permanent basis, retiring between the ages of fifty and sixty who have fifteen to twenty years of Euclid service, will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of forty (40) 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 fifty (50) 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.

W. Overtime/Premium Rate

All employees in the job classifications covered by this contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked over forty (40) hours in one (1) week. Hours worked includes all time an employee is required to be on duty, required to be on the employer's premises or any other prescribed place of work, or allowed (suffered or permitted) to work. Hours worked excludes vacation, sick leave, personal leave, calamity days, holidays, other paid but non-worked time, and any other time excluded from "hours worked" under the Fair Labor Standards Act.

All employees who work on a recognized holiday shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

A premium rate will be paid to all cafeteria employees for all special events requiring cafeteria personnel to work outside of their regularly scheduled work day.

X. Uniform Allowance

The Board of Education will provide a yearly uniform allowance of $300 for each cafeteria employee. The employee must have been on the payroll at least four (4) months in the previous year in order to receive the full $300 allotment. The one-time payment allowance will be made available the first pay in September of each year. Employees who did not work at least four (4) months the previous year, or were hired after the first date, will receive a $200 pro rata share as a one-time payment the first pay in December. An employee hired after the second date will receive a $100 pro-rata share as a one-time payment the first pay in February.

The Board of Education is not responsible for any damaged or lost apparel, but shall pay the above-noted amounts per year for employee uniforms.

Y. Lunch Allowance

The Board of Education will provide a lunch allowance equal to the price of one adult Type A lunch for all cafeteria employees. The employees have a right to their personal selection of whatever is available at the close of the lunch line. Food items that are not prepared by bargaining unit members may be subject to restrictions on consumption. Lunch may only be consumed on the premises.

Z. Breaks

Cafeteria employees who work a minimum of four (4) hours are entitled to a fifteen (15) minute paid break. This break must be taken during non-serving times or at an agreed time with the immediate supervisor.

Cafeteria employees who work a minimum seven and one-half (7-1/2) hour day are entitled to an a.m. and p.m. fifteen (15) minute paid break. These breaks must be taken during non-serving periods at an agreed time with the immediate supervisor.

Employee work and lunch schedules will be set to insure that all cafeteria employees receive a half-hour, duty-free lunch period.

Refreshments consumed during break are the responsibility of the employee.

AA. Replacement Employees

The Board of Education agrees that regular employees should be given the opportunity to replace special skill employees when they are absent and the absence is expected to extend beyond ten (10) workdays, to help train them for future advancement. This will be limited to employees who are already assigned to that building and will not involve movement between buildings unless in an emergency.

Assignments will be made to utilize "cross-training" for future advancement, but minimize the number of staff "out of position". Eligible employees within the affected building may decline to fill the temporary vacancy, in which case the employer shall offer the work to other bargaining unit members outside the affected building. If all bargaining unit members decline, the job can be assigned to a substitute employee. These substitute employees will not be entitled to insurance benefits. No multiple assignments will be made unless an emergency occurs (i.e. two or more people are out for any reason on a given day) at which time it will be handled on a seniority rotation.

After a training period of three (3) days or prior experience in the position, any such assignment shall entitle the regular employee to receive the rate of pay of the higher skilled employee. (The employee replacing the higher skilled employee will remain on her present step, but will receive the higher skill classification compensation for that step.)

BB. 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 a 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.

CC. 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.

DD. 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).

9- and 10-Month Employees - Paid Holidays

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

EE. Personnel Files

1. Any post-employment materials in an employee's personnel file may be reviewed by the employee and the Director Of Food Service.

2. No pre-employment information may be reviewed by the employee.

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

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

5. By mutual agreement of the employee and the Director Of Food Service, material that has been found inappropriate or inaccurate shall be removed from the employee's file.

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

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

8. Confidential personal information in the nature of medical information or personal disbursement of paycheck monies is not subject, absent court order, to review by other than the custodian of the personnel file or the individual employee and may not be released to anyone without the employee's permission.

9. Emergency forms will be made available at a centralized location in all schools.

FF. 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, i.e. gross insubordination, theft, and child molesting (following a determination from an investigation).

An employee who is disciplined must be disciplined within fifteen (15) working days in which the employer knew or should have known of the events upon which the discipline is based, or within fifteen (15) working days of 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. An employee that wishes to waive Union representation shall sign the Refusal of Representation form attached to this Contract as an Appendix.

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

In imposing discipline on a current charge, the Board will not take into account any non-related prior infractions which occurred more than twenty-four (24) months previously, unless the Superintendent and/or his or her designee determines the prior discipline is part of a pattern of related infractions. All previous incidents twenty-four (24) months or older shall be moved to a confidential folder in the employee's personnel record, at the request of the employee. For new items, the time period begins with the occurrence of the infraction. Expungement of records will occur as an opportunity is presented.

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

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

GG. Seniority

The Board recognizes employees' seniority whenever doing so is consistent with sound business practices. Two types of seniority are recognized by the Board of Education; each type is used for different and specific purposes.

1. Systemwide Seniority - The total time you have worked for the Euclid Board of Education. This seniority calculation is used for retirement calculation purposes only.

2. Classification Seniority - The number of continuous years worked in a particular cafeteria job or jobs within a classification. This seniority classification is used for the following purposes:

   a. Bidding job openings within the particular classification or department as part of the total criteria.

   b. Layoffs.

3. To safeguard the interests of all personnel, the Personnel Office will keep accurate and up-to-date seniority lists which will include the following:

   a. Date employee was originally hired on a regular basis in Cafeteria Department.

   b. Total years worked to calculate full seniority.

   c. Dates of transfers, promotions.

   d. Length of time worked in each position.

   e. Leaves of absence.

4. 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.)

5. A seniority roster will be made available to Bargaining Unit employees and will be updated on May 1 of each year.

6. In the event there is the need for seniority "tie breaker" because two people have the same hire date, the actual starting date will be determinative. If a tie breaker is still needed, the Board hired date will be utilized. If a tie breaker is still needed at this point, the date of application will be determinative. If a tie breaker is still necessary at this point, it will be decided by a coin flip.

HH. Layoffs

A layoff is any reduction in force deemed necessary by the Board of Education.

1. When layoffs become necessary, the Board of Education will eliminate a specific position(s)
   or
   as specified under Section HH, Job Openings, where a reduction in hours occurs due to lack of student participation.

2. Once positions are eliminated, the person(s) are then eligible to bump.

   Employees shall be laid off on the basis of inverse seniority. Employees on layoff shall be recalled before any new employee is hired in the affected classification.

   The laid off employee shall hold her seniority and recall rights for two (2) years from the date of layoff. Seniority shall not accumulate during the period of layoff, but each employee re-employed within the two (2) years of layoff shall be deemed to have, on the date of rehire, the seniority which they had previously accumulated up to the date of layoff.

Employees shall provide the Employer with their current mailing address, telephone number, etc., and must notify the Employer of any change occurring during the year. In the event of a recall, the employee being recalled shall be notified by registered mail as to the date of her expected return to service. Each employee recalled shall be given at least ten (10) work days notice prior to her expected return. Failure to return on the prescribed date, unless prior approval has been received from the Superintendent or his or her designee, shall result in loss of seniority and termination of employment.

If while employees are on layoff, work becomes available due to the absence of bargaining unit members and substitute employees are required to replace the absent bargaining unit member, such work shall be offered to laid-off employees by seniority rotation at the employee's hourly rate at the time of layoff.

II. Bumping Procedures

1. Bumping is permitted within any of the skill classifications or into a lower classification on a last-in, first-out basis only.

2. If a position is eliminated in any of the skill classifications, the employee in that position has the right to bump the lowest person on the seniority list in that position within the skill classification, as long as it is not in a higher salaried job. The lowest person on the seniority list in a position within the skill classification who is bumped, then has the right to bump the person in the next lowest classification who has the lowest amount of seniority. The last person on the seniority list, when bumped, will go on a layoff list.

3. If the affected employee in the eliminated position or one who has been bumped does not choose to bump the last employee in the lower skill classification, that employee will automatically be placed on the layoff list.

4. Bumping is not permitted into a higher skill classification or pay bracket.

JJ. Job Openings

Notice of all cafeteria job openings and entry-level classified staff openings shall be posted on the cafeteria bulletin board at each school cafeteria job site. The job vacancy notice shall remain posted for a period of six (6) working days. During the summer, all job openings shall be mailed to all members of the bargaining unit. The Association President shall receive a copy of all cafeteria and entry-level classified staff job openings.

Cafeteria job opening notices shall include: the school, the job classification, the job assignment, and the number of hours and times to be worked. All bargaining unit employees bidding for the cafeteria job opening will be notified as to the Director of the School Food Service's selection within ten days. Employees must be available to begin work on the posted start date.

A current position shall be posted for bid if such position is subject to an additional increased work period of one and one-quarter (1 1/4) hour or more. In the event that there is a decrease in time of fifteen (15) minutes or more, the Director of School Food Service and the Union President shall meet to discuss the need for such a change and to attempt to find an alternative resolution. The decision of the Director of School Food Service shall be final.

Current positions being held and operated by bargaining unit employees shall have, based on previous experience, a specified minimum number of hours per day necessary to perform such job functions as assigned. The total number of hours of work shall be determined from time

sheets submitted by the employee holding said position the previous year. Adjustment of hours may occur predicated on an increase in the amount of work necessary to be performed. Decreases in the amount of work necessary to be performed, due to declining student participation shall cause the position to be subject to layoff and rebid if the position's hours decline by more than fifteen (15) minutes per day. Employees whose position declines by such period of time may opt to accept the new daily work period or accept a layoff in accordance with Article VIII, Sections FF and GG. Benefits received shall be grandfathered until the employee voluntarily bids and is awarded another position.

The review of position hours shall consider time worked from the onset of operations to November 15 of any work year for increases. The hours shall be determined from the average actual hours worked, minus the two (2) lowest and two (2) highest weeks within the study period specified above. Decrease is based upon declining participation. Once determination of the actual hours of work is made, the employee operating in that position shall be guaranteed a minimum of those hours until the next review period. Adjustment of hours shall occur no later than December 1 of any year. If a need exists to increase hours, employees must be notified in writing that permission is given to extend time for period designated. The Food Service Director will evaluate need based on lunch menu and customer count. Status change must be in writing.

KK. Skill Classifications

The cafeteria skill classifications are established for job seniority protection and are based on job description requirements and salary brackets: See attached wage schedule.

LL. Promotions

A promotion is a systematic approach to fill a job opening requiring additional skills or increased responsibility.

1. Types of Promotion

   a. Horizontal: No change of job classification but a new assignment within the classification in a higher pay bracket.

      Example: Salad Maker, Senior High in Classification II, moves to Baker, Senior High also in Classification II. Although remaining in the same classification, a salary increase results.

   b. Vertical Up: Promotion out of a job classification into a higher classification for a higher paying job.

      Example: A counter Server in Classification IV is promoted to Assistant Baker, Senior High, Classification III. Higher classification and an increase in salary.

Promotions shall be based on the following factors. If the factors of more than one (1) employee are substantially equal, then the position shall be awarded to the employee with the highest total of seniority within the department.

2. Factors Involved

   a. Seniority
   b. Evaluations
   c. Additional Training
   d. Attendance
   e. Meets the qualifications of the job description

It is the responsibility of the Board to promptly evaluate the employee and to determine the qualified senior applicant so as to reward skill, as well as commitment.

Length of service in a job classification or total cafeteria seniority does not justify or qualify an employee for a promotion. It is the responsibility of management not to reward mediocrity, but to thoroughly evaluate personnel and to promote the person with the best qualifications and offering the greatest potential for growth and development.

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

MM. Transfers

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

1. Type of Transfers

   a. Horizontal Transfers - Going from one job to another job of equal level and pay.

   b. Vertical Down - Going from one job in a classification to a lower paying job in a lower classification.

2. Reassignments - A reassignment is a movement of an employee from one job to another in either the same or a different classification on the following basis:

   Types of Reassignments

   a. Temporary Reassignment - The transfer of an employee from her regular assignment to another assignment on a day-to-day basis. The temporary transfer may be authorized by the Director of Food Service whenever a job vacancy shall occur due to a leave of absence, vacation, extended period of illness, or any other cause whereby the absent employee maintains her full seniority status. The Board will pay a 7% premium on the regular wages of any employee temporarily assigned to work in another classification.

   The vacancy shall be filled by the Director of Food Service to meet operations requirements.

   b. Administrative Reassignment - (not a promotion) - Reassignment of an employee may be made by the Director Of Food Service for the following reasons, providing it is not inconsistent with the contractual rights of another employee:

      (1) To correct a faulty placement.

      (2) Eliminating personal friction that affects the efficient operation of the cafeteria.

      (3) To accommodate physical disability.

      (4) To improve, upgrade or correct a program or organizational problem.

   c. Cooperative Reassignment - (not a promotion) - The Director Of Food Service may reassign an employee with the approval of the employee or an employee may request

reassignment with the approval of the Director Of Food Service and providing it is not inconsistent with the contractual rights of another employee. Cooperative reassignments may be made for the following reasons:

(1) For unsatisfactory performance on the employee's present job.

(2) In the event continued performance of the employee's present job will injure the health of the employee.

(3) In the event injuries or physical limitation causes employees to be unable to do the work of their current classification but are able to do the work in a different assignment in that classification or in a lower classification.

(4) In the event of an employee's request for reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by the Director Of Food Service.

d. In the event there are changes in schedules or changes in the methods of doing the job, changes in job descriptions and responsibilities from the time of the original job assignment which either eliminate or materially change the work performed by the employee to such an extent that the majority of work performed by the employee falls outside the original job guidelines for which the employee was employed.

NN. 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.

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

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

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

A second evaluation shall occur within thirty (30) calendar days of the first evaluation, if and only if the immediate supervisor deems the second evaluation and review necessary based

on the employee's performance during the probationary period.. Should the evaluation be unsatisfactory, the supervisor may, at his/her discretion, discharge the employee or formulate a corrective action plan as described above.

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

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

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

2. Promoted Employees

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

Employees awarded a job under the job bid or transfer provisions of this contract shall be placed on the same step in the new classification as they held in their previous classification and prior to their promotion or transfer.

OO. Job Assignment

Any proposed change in job assignment or modification of a job description shall be presented to the union through labor management. Should the 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. All changes in job assignment/duties shall be for good cause and subject to the grievance procedure.

PP. 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.

QQ. 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 Food 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 Food 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 Food 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.

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.

RR. Labor/Employee Communications

The Food Service Director will make available one (1) hour per month to discuss employee concerns. Employee concerns will be presented by the Union president and one (1) union appointee. The Local Union President appointee will be released from work without loss of pay

to attend all invited scheduled meetings by the Superintendent, or Director of Business Affairs or his/her designee.

SS. Continuing Education, Inservice Training

The Board shall allow employees to attend inservice training seminars and continuing education programs, at no cost to the employee, and without loss of pay, so long as the employee obtains permission from the Director of School Food Service in advance.

Such training programs shall be related to the employee's job duties or enable the employee to seek promotional opportunities within the bargaining unit.

If the employee is invited to attend an inservice 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 reimbursed at his/her appropriate rate of pay. If the employee is not invited to attend the employee may have the option of using a personal day; work at another school; or the option of cleaning and/or doing prep work up to three hours at the employee's respective school.

TT. 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.

All kitchen work sites and the high school dishroom will be provided with a stocked first aid kit which will include: assorted bandages, gauze pads, finger cots, hydrogen peroxide, antiseptic spray or cream, cold packs, and Silverdene or equal burn cream. An inspection will be conducted every six (6) months in each kitchen by cafeteria employees to ensure stock is updated.

UU. School Events

All bargaining unit members, upon request to the Athletic Director shall be provided without cost a ticket to any Board-sponsored or extracurricular event for which admission is charged except events which are sponsored for the sole purpose of fundraising. Such ticket may be used only by the employee or a member of the employee's immediate family.

VV. Background Checks

The Board of Education will pay $25.00 towards the cost of any FBI or BCI check mandated by law, to be deducted from the employee's paycheck. 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.

WW. Professional Respect

Employees and supervisors 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.

XX. Substitutes

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

IX. 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.

X. 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

Bettye Baird, President

Carolyn Trost, Vice-President

Trina Molnar, Field Representative

EUCLID BOARD OF EDUCATION

Kay F. Van Ho, President

Mr. Keith Bell, Superintendent

Stephen A. Vasek, Treasurer

Ms. Susan Maroney, Human Resources Manager

9 MONTH CALENDAR
Cafeteria – Elementary and Secondary
2013-14

All cafeteria employees return to work		Wednesday, August 21
District In-Service Day	No School – ***work day***	Thursday, August 22
Schools open for classes		Friday, August 23
Labor Day	Paid Holiday	Monday, September 2
District In-Service Day	No School – ***work day***	Tuesday, September 24
NEOEA Day	No School – not a workday	Friday, October 18
District In-Service Day	No School – not a 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
Christmas Eve	Paid Holiday	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	No School – not a workday	Wednesday, May 14
Memorial Day	Paid Holiday	Monday, May 26
Last Day/Students	Regular Workday	Thursday, June 5
Last day for Cafeteria employees	***Furlough Day*** (not a *work day)*	Friday, June 6

Total workdays	**179***
Paid holidays	**10**
Total days 2013-14	**189***
Furlough Days	**- 2**

Subject to change

OAPSE CAFETERIA
July 1, 2013 - June 30, 2014

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Classification I										
a. Cook - Senior	$12.20	$12.56	$12.93	$13.33	$13.74	$14.14	$14.57	$15.00	$15.44	$15.67
b. Cook - Middle	$12.20	$12.56	$12.93	$13.33	$13.74	$14.14	$14.57	$15.00	$15.44	$15.67
c. Cook - Elementary	$12.20	$12.56	$12.93	$13.33	$13.74	$14.14	$14.57	$15.00	$15.44	$15.67
Classification II										
a. Baker - Senior	$12.03	$12.38	$12.76	$13.12	$13.50	$13.91	$14.32	$14.74	$15.15	$15.61
b. Cook's Asst - Senior	$11.36	$11.69	$12.05	$12.40	$12.78	$13.15	$13.55	$13.95	$14.39	$14.60
c. Cook's Assistant - Middle	$11.36	$11.69	$12.05	$12.40	$12.78	$13.15	$13.55	$13.95	$14.39	$14.60
d. Salad Maker/Asst Cook-Elem	$11.36	$11.69	$12.05	$12.40	$12.78	$13.15	$13.55	$13.95	$14.39	$14.60
Classification III										
a. Dishroom Manager-Senior	$11.36	$11.69	$12.05	$12.40	$12.78	$13.15	$13.55	$13.95	$14.39	$14.60
b. Sandwich Maker-Senior	$11.18	$11.51	$11.84	$12.22	$12.57	$12.95	$13.34	$13.75	$14.15	$14.36
Classification IV										
a. Cashier/Vending Cashier	$10.89	$11.23	$11.57	$11.90	$12.28	$12.64	$13.02	$13.40	$13.81	$14.01
b. Counter Server	$10.80	$11.14	$11.46	$11.80	$12.18	$12.54	$12.90	$13.30	$13.71	$13.89
c. Counter Refill	$10.80	$11.14	$11.46	$11.80	$12.18	$12.54	$12.90	$13.30	$13.71	$13.89
d. Various Kitchen	$10.80	$11.14	$11.46	$11.80	$12.18	$12.54	$12.90	$13.30	$13.71	$13.89

RATE SCHEDULES

All members of the bargaining unit shall receive a two (2) percent increase in hourly rate, effective July 1, 2013, to the expiration of this Agreement. All members shall be frozen at their 2012-2013 years of service step of the salary schedule from July 1, 2013, through June 30, 2016.

All individuals who are members of the bargaining unit on December 31, 2013, shall receive a one-time, lump sum stipend of eighty dollars and zero cents in January 2014.

All individuals who are members of the bargaining unit whose regular work day is greater than four (4) hours on December 31, 2014, shall receive a one-time, lump sum stipend of five hundred dollars and zero cents in January 2015. All individuals who are members of the bargaining unit whose regular work day is (4) hours or less on December 31, 2014, shall receive a one-time, lump sum stipend of two hundred and fifty dollars and zero cents in January 2015.

All individuals who are members of the bargaining unit whose regular work day is greater than four (4) hours on December 31, 2015, shall receive a one-time, lump sum stipend of five hundred dollars and zero cents in January 2016. All individuals who are members of the bargaining unit whose regular work day is (4) hours or less on December 31, 2015, shall receive a one-time, lump sum stipend of two hundred and fifty dollars and zero cents in January 2016.

ME-TOO CLAUSE

If any union within the school district negotiates a health insurance plan design (as outlined in the plan design chart in Medical Benefits) different from the union's plan design for the school years covered by the duration of this Agreement, that plan design shall be adopted by Local 147.

REFUSAL OF REPRESENTATION

I understand that the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its **Local #147** (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 grievances 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 understand and agree that 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: _____