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STATE EMPLOYMENT
RELATIONS BOARD

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JULY 1, 2013 - JUNE 30, 2016

AGREEMENT

between the

Euclid Board of Education

and the

Euclid Technical

Employees Association

AGREEMENT
between the Euclid Board of Education
and the
Euclid Technical Employees Association (ETEA)
Accounting and Research & Development
July 1, 2013 - June 30, 2016

NEGOTIATING TEAM
ADMINISTRATION
Mr. Keith Bell - Superintendent of Schools
Mr. Stephen A. Vasek - Treasurer

OFFICERS AND NEGOTIATING TEAM
(ETEA)
Lauri Johnston - President
Debbie Ostrowski – Secretary

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I. RECOGNITION

The Board recognizes the Euclid Technical Employees Association (ETEA) as the exclusive negotiations representative of all full-time employees in the following positions or classifications:

Payroll, Accounting, and **Research & Development**, which positions and classifications shall be considered as the combined single bargaining unit. The foregoing positions and classifications shall include the Accounting and Payroll Supervisors. The positions of the Assistant to the Treasurer and **Research & Development** Programmer shall be excluded from ETEA Membership.

The aforementioned exclusive recognition of the Euclid Technical Employees Association shall be for the duration of this agreement and shall be automatically renewed unless a petition is filed during the terms of the existing contract and only then if it is filed more than 90 days but not more than 120 days before the termination date of the contract.

A change in recognition for successor contracts shall be in accordance with Chapter 4117 ORC.

II. SCOPE OF NEGOTIATIONS

Representatives of the Board and the Association shall negotiate in good faith on all matters concerning wages, hours, terms and other conditions of employment.

III. NEGOTIATIONS PROCEDURE

- 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 April 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 with a copy to the Treasurer. Notification in writing 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. Within thirty (30) calendar days after receipt of such notice, but no earlier than April 15, an initial meeting will be held at which time the party requesting negotiations will submit in writing all of its proposals and the other party will submit in writing all of its proposals. Thereafter, additional items shall not be submitted by either party unless the other party consents thereto.
 3. The first negotiating session shall be held no later than May 1st.

- B. Either party may require at each meeting a decision on the time, date, and place of a subsequent meeting. Meetings shall be scheduled at reasonable intervals, places, and times and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. Meetings shall be closed to the press and public.
- C. Representation at negotiating meetings shall be limited to a team of designated representatives of the Board and a team of designated representatives of the Association. In addition, each party may have up to two (2) observers.
- D. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement. Final agreement reached through negotiations shall be reduced to writing and submitted to the ETEA for approval, and all ETEA negotiators shall recommend approval. Upon approval by the ETEA, 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.
- E. If agreement is not reached within twenty (20) working days of the expiration of the contract, 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 in Section F of this Article. The mediation period shall terminate on the expiration date of this Agreement or such subsequent date certain as the parties' negotiating teams may mutually agree upon.
- F. 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 ETEA 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. WAIVER OF NEGOTIATIONS DURING TERMS OF AGREEMENT

The Board and the ETEA shall acknowledge that during negotiations resulting in any agreement, each party had the rights, subject to the limitations of law in this procedure, and the opportunity to make demands and proposals with respect to any matters not removed thereby, and that 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. The contract may at any time, however, be amended by agreement of the parties. The Board shall have the right to offer an early retirement incentive program at any time during the terms of this contract.

V. WAGES, HOURS, TERMS AND OTHER CONDITIONS OF EMPLOYMENT

A. Contract of Employment

July 1st to June 30th shall constitute a contract year for all members of the ETEA. The Board of Education, shall be July 1st of each year, provide each employee a notice stating the employee's per diem rate, the amount of earned vacation for that year and their contract status as to 10-month or 12-month. A school calendar shall accompany each salary notice for each member of the ETEA 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 shall be off.

B. Intent Not to Employ

The Board of Education shall give notice to each employee not later than April 30, of each year of its intent not to employ the said employee for the ensuing school year.

C. Salary Payments

ETEA salaries will be paid in 24 semi-monthly payments, approximately the 15th and 31st of each month. ETEA salaries are figured on a per diem rate.

ETEA salaries are figured on a per diem rate times the number of days in their adopted calendar year to determine an annual salary.

D. Dues Deductions

The Board of Education agrees to deduct from certain employees' wages, the payment of dues to ETEA 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.

Authorization for payroll deductions for dues will be limited to the one organization recognized by the Board as representing ETEA in the bargaining unit.

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

Dues deductions will be limited to two deductions per month for 12 months.

1. Fair Share Fee

In consideration of the benefits that the ETEA provides to those covered by its negotiated contracts, a fair share fee will be assessed to all those covered by and benefiting from said contracts who choose not to become members of the ETEA, or choose to revoke their membership from ETEA. A. This fee shall not be more than 100% of the dues of the Association. Payroll deduction for the fair share fee will commence on the second pay date after a new employee could become a member of the ETEA. The fair share fee would be implemented 90 days after employment.

2. 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 Ohio 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 Constitution of the United States and the State of Ohio.

3. Entitlement to Rebate

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

4. Indemnification of Employer

The Association agrees to indemnify the Board for any costs or liabilities incurred as a result of implementation and enforcement of the provision provided that:

a. The Board shall give (10) ten work days 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; the board shall have the right to choose their own council at its own expense.

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 to intervene as a party if it so desires, and/or (3) to not oppose the Association's application to file briefs amicus curiae 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.

5. Nonmember Rights

A nonmember who pays the fair share fee shall be entitled to all of the rights, privileges, services and assistance provided to regular members of the Association as provided by the negotiated contract. Any nonmember who elects to continue employment with the Board after the 90 day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining unit and shall be liable to the association for the fair share fee assessment. The fair share fee provision shall be an exclusive right of the Association during the terms of this agreement.

E. Sick Leave

Each ETEA member will be granted fifteen (15) sick days advance on July 1. This advance must be earned at the rate of one and one-quarter (1 & 1/4) days per month.

Each ETEA member shall be entitled to earn fifteen (15) days sick leave per year. Sick leave extending more than five (5) consecutive days requires a physician's note.

Each ETEA member 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:

1. Personal Illness
2. Disability Resulting from Pregnancy
3. Injury
4. Exposure to Contagious Diseases
5. Absence due to Illness, Injury or Death in the Employee's Immediate Family. The Immediate Family is defined as Husband, Wife, Children, Mother, Father, Sister, Brother, Grandparents and any Member of the Employee's Household or any other Person standing in the Relationship of one of the above defined Individuals. For the purposes of absence due to death, immediate family will be defined to include Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, daughter-in-law, and grandchild. For the purposes of absence due to an emergency illness or injury, immediate family is defined to include Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, and Daughter-in-law. The administrator shall determine whether the absence constitutes an emergency.
6. Member of Family's Doctor or Dentist Appointment, when it is necessary to accompany them.

Sick Leave Donations - In the event a member of the bargaining unit experiences a catastrophic illness or debilitating injury and exhausts sick leave as a result, the ETEA and the administration may agree to establish a mechanism to allow for continued medical coverages and/or receipt of compensation. Any agreement on, failure to agree on or failure to request the establishment of such a mechanism shall not be precedent setting, shall not be subject to the grievance procedure and/or an unfair labor practice charge.

F. Severance Pay

The following provisions for severance pay are provided for Euclid Technical Employee Association Employees:

1. All personnel, actively employed by the Euclid Board of Education, who elect to retire and have been accepted for retirement by the School Employees Retirement System of Ohio 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 fifty-five (55) days. Such payment shall be based on the employee's daily rate of pay at the time of retirement exclusive of all supplemental pay. 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.
2. 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 twenty-five (25) days. All personnel not qualifying for paragraph one actively employed on a permanent basis between the ages of fifty and sixty with over twenty (20) years of Euclid service will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of forty-five (45) days. Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

G. 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 accumulated portions from the preceding years which, together with the allowance for the current year, shall not exceed a total of:

Three Hundred Days (300)

H. Medical Leave of Absence

An ETEA member may request emergency, short-term medical leave of absence for a total period not exceeding thirty (30) calendar days. The administrator 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 member of the ETEA has exhausted her accumulative sick leave and is still unable to return to work for medical reasons, the Board of Education, upon the recommendation of the Treasurer, will place the employee on medical leave of absence. Such a leave will begin on a day that the cumulative sick leave is completely exhausted and the employee has no earnings due. The leave of absence can be for a period of one month to one year with an option to extend it one additional year. Requests for such leave must be accompanied by a doctor's certificate and an explanation.

While a member of the ETEA is on medical leave of absence, the Board will pay its share of the total fringe benefit package for the following periods of continuous service in the district:

0 to 3 years	3 months
3 but not over 5 years	6 months
5 to 10 years	1 year
Over 10 years	2 years

During this medical leave period, any such employee will be given the opportunity of participating in the hospitalization - group term 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 Benefits Office. Checks covering medical benefits and term insurance must be in the Benefits Office by the first day of each month, otherwise the employee shall forfeit the right to such benefits and will be dropped from coverage. Participation in insurance benefit plans is contingent upon carrier approval.

Family and Medical Leave

All members shall be entitled to up to twelve (12) weeks of leave in any twelve (12) month period for the treatment of their our own serious medical conditions, the care of a spouse, child, or parent with a serious medical condition, or the birth of a member's child or the placement of a child with a member for adoption or foster care, in accordance with the Federal Family and Medical Leave Act.

If leave is foreseeable, the member shall give the Board thirty (30) days notice of the need to take the leave. The member should make reasonable efforts to schedule medical treatment so as not to unduly disrupt the Board's operations. If advanced notice is impossible, the member shall give the Board as much notice as is practicable.

Members must substitute any accrued paid leave under Section E. (Sick Leave) or K. (Assault Leave) or unpaid leave under Section G. (Sick Leave-Cumulative Allowance) or Section J. (Personal Leave) of this Agreement for family and medical leave. Substituted paid and unpaid leave will count toward the member's twelve (12) week allotment of family and medical leave.

If medically necessary, a member may use his/her family and medical leave on an intermittent basis, by taking leaves of absence of less than a day or working a reduced work week. Only the actual time which a member misses due to family or medical leave will be applied to the twelve (12) week limit.

While on family and medical leave, the Board will continue to maintain the member on the Board's health insurance plan and continue to pay its share of the member's health insurance premiums. Where unpaid leave that does not normally provide paid health insurance benefits is substituted for family and medical leave, the Board will pay the health insurance premiums during such leave so long as the total period during which such premiums are paid does not exceed twelve (12) weeks within the applicable (12) month period.

Members requesting family and medical leave shall present a written certification of the need to take family and medical leave within fifteen (15) days of requesting such leave. The Board may, at its expense, require the member to obtain a second opinion by a physician designated by the Board. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the member. The third opinion shall be final and binding.

This provision shall be interpreted and applied consistently with the Federal Family and Medical Leave Act and its implementing regulations. Nothing herein is intended to reduce or restrict the rights contained in Section H. above.

I. Child Rearing Leave of Absence

Leave without pay for a period not to extend beyond two complete fiscal years shall be granted employees requesting child rearing leave which shall include adoption. The date established for the beginning of such leave shall be determined by the employee. The request shall be submitted at least thirty days prior to the date on which the leave would be scheduled to begin or as soon as the employee becomes aware of the need for the leave, whichever is later.

The Board may require that the termination of such leave coincide with the end of a fiscal year, the end of a month, or some other point in time at which the employee's return coincides with the needs of the Board to avoid disruption of the work schedules or other employees. This provision shall not be construed to require return while illness or disability precludes their return.

Employees who are on child rearing leave are entitled to employer paid single medical coverage and part-time life insurance coverage.

J. Personal Leave

1. All employees shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days are rolled over into sick

leave accumulation. Personal leave available for any member employed less than a full year will be pro-rated.

2. It is agreed that paid personal leave days are provided for legitimate business, professional, personal and family obligations an employee encounters which cannot be met outside the regular school 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 her immediate family, children's school functions (children's school functions limited to one (1) day with additional time permitted at the discretion of the Administrator) and real estate transactions or any personal emergency not covered by the above. This provision for paid personal leave is not to be used to extend holidays or recesses for the pursuit of sporting or recreational activities, hobbies, avocations, other gainful employment, shopping, baby-sitting (including grandchildren) or such activities as yard maintenance or to attend business trips with one's spouse.
 - a. Routine (your own) doctor or 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 be charged to sick leave.
3. Application for paid personal leave shall, except in emergencies, be made at least three (3) days prior to the date of such leave on a form provided by the Board, which form shall require the employee to state at least in general language the reason for the paid personal leave. As long as the paid personal leave is consistent with the purposes of this paragraph it shall automatically be granted.
4. Requests for two (2) or three (3) consecutive days must specify the reasons and have prior approval of the administrator.
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.
6. Personal leave shall be taken in units not less than 15 minutes.
7. 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

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

K. Assault Leave

An employee who is required to be absent from work due to a physical disability resulting from physical harm by another sustained during working hours and while in the course of employment shall be eligible for assault leave.

In order to be eligible for assault leave, an employee who has incurred physical harm by another shall do the following:

- A. Seek immediate medical attention.
- B. Have the incident reported to the Treasurer's office on the day it occurs.
- C. Obtain a note from the treating physician indicating the nature of the disability and its anticipated duration and present it to the Treasurer's Office.

L. Calculations for Fringe Benefits

The following hourly basis will be used for calculating fringe benefits:

Part-Time/short hour	20 - 37 hours per week
Full-Time	37 & 1/2 hours per week

M. Term Life Insurance

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.

Part-Time	\$25,000
Full-Time	\$50,000

If the term life insurance provider makes available employee paid additional term and/or dependent/spouse life insurance, these additional benefits shall be available at the employee's expense, effective 1/1/99.

N. Medical Benefits

Part-time/short hour employees may sign up for family insurance benefits by paying the difference between the Board's cost for the single plan and the cost of a family plan.

Effective January 1, 2011, employees will pay twelve percent (12%) of the Board's single and family plan (as applicable) premium cost for major medical and hospitalization coverage based on fully- insured equivalent rates.

See Addendum for Plan Design.

A. Waiver

Any employee who is covered by his/her spouse's family medical coverage may annually waive his/her Medical coverage in writing and receive a One Thousand Dollar (\$1,000.00) per year cash "waiver bonus" at the end of the school year. (This option includes two Euclid employee families). The waiver must clearly explain the procedure for enrollment if spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter.

2. Major Dental

See Addendum.

3. Prescription Drug

See Addendum. Staff will pay 12% of the fully insured equivalent rate effective September 1, 2011.

4. Vision Care through Ohio Vision Service Plan - Option #3

Option #3 provides exam and lenses (every 12 months), frames (every twenty-four months), tints, oversize lenses/frames, no non-panel deductions, and no deductible. For a panel doctor, the frame allowance is \$22.00. Cosmetic contact allowance is \$100.00. The non-panel reimbursement schedule is as follows:

Exam	\$30.00	Lenses: Single Vision	\$25.00
Frames	\$30.00	Bifocal	\$40.00
		Trifocal	\$50.00
		Lenticular	\$80.00

Non-Panel Contacts:

Necessary	\$200.00
Cosmetic	\$100.00

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 coverages to be given by new providers, if any, prior to final approval by the Board. The Board's contracts with providers may include (1) anti-duplication provision under which the Board's obligation will be to provide

secondary coverage to those employees eligible for coverage under some other insurance fringe benefit plan, and (2) where spouses are both employed by the Board, the Board shall in no case be obligated to provide more than one plan per family. This section shall not be construed to prohibit providing required coverages by means of self-insurance or a combination of self-insurance and commercially purchased insurance.

6. If an employee's spouse is eligible to participate, as a current employee or a 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 two hundred dollars (\$200.00) 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 thirty hours (30) per week AND is required to pay more than forty percent (40%) of the single premium to participate in his/her employer's or public retirement plan provider's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment and any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the covered sponsored by the Board of Education will become the secondary payor 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's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage 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 any change in the spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Board providing benefits to which a spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorney's fees and costs, incurred by the Board. Any amount to be reimbursed by 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.

O. Overtime/Compensatory Time

Members of the ETEA will be compensated at 1 & 1/2 times the regular hourly rate of pay for all working hours exceeding forty in any work week (Monday to Friday) except during summer working hours when time and a half will be paid after 35 hours in any work week, and for all Saturday and Sunday hours. For the purpose of overtime/compensatory time, working hours do not include vacation leave hours. If the employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the Treasurer on a time and one-half basis, at a time mutually convenient to the employee and the Treasurer.

All overtime worked must be authorized in advance by the Treasurer. All compensatory time remaining on the books as of June 30th shall be used by August 30th or paid by the end of August.

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

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

Employee compensatory time may be utilized to attend activities and functions such as but not limited to attendance at school activities, functions and events in which a family member is participating.

- A. A compensatory bank shall be maintained for each ETEA member.
- B. Absence to be charged to or granted under this section shall be governed by the procedures outlined in Section V, I, 3.

P. Flex Hours

A normal work day must be maintained as directed by the Treasurer. **Flex hours may be permitted only after receiving prior approval from the Treasurer. Coverage must be maintained during normal business hours.**

Q. Paid Holidays

The following days have been approved by the Board of Education as paid holidays. Double time will be paid for employees who work a holiday listed on the approved schedule.

12-Month Employees

1.	Labor Day	1st Monday in September
2.	Thanksgiving	4th Thursday in November
3.	Day after Thanksgiving	Friday following Thanksgiving
4.	Day before Christmas	December 24
5.	Christmas Day	December 25
6.	Day after Christmas	December 26
7.	Day before New Year's	December 31
8.	Float Holiday	
9.	New Year's Day	January 1
10.	Martin Luther King Day	3rd Monday in January
11.	President's Day	3rd Monday in February
12.	Good Friday	Friday before Easter Sunday
13.	Memorial Day	Last Monday in May
14.	Independence Day	July 4

NOTE: Day before Christmas, Day after Christmas and Day before New Year's:

- a. If Christmas falls on Saturday, Thursday and Friday will be paid holidays (Exception).
- b. If the day before Christmas falls on Saturday and Christmas on Sunday, Friday and Monday will be paid holidays (Exception).
- c. If the day before Christmas falls on Sunday, Monday and Tuesday will be paid holidays (Exception).
- d. If the day after Christmas falls on a Saturday or Sunday, Monday will be a paid holiday.
- e. Day before New Year's - Same as a, b, and c.
- f. Or as agreed to otherwise by the union and management.

Employees may be given permission to work during mandatory shut-down days at Christmas time provided that the building is open and with prior approval from the Treasurer.

R. Vacation Benefits

Vacations for all Accounting/**Research & Development** employees of the Euclid Board of Education are to be taken at such time as work schedules permit and as may be approved by the immediate supervisor. Vacation dates must not conflict with the Board of Education calendar, and/or work schedules. The starting date for earned vacations is July 1st of each year and must be used by June 30 of the following year with these limitations: Employees shall request placement on a vacation schedule by February 20 of each year. The immediate supervisor shall review the vacation schedule and notify the employee of the accepted schedule no later than March 1.

1. If unforeseen work scheduling problems arise such as employee sickness, computer malfunction, etc., a vacation schedule may be altered after March 1.
2. Those employees who hold positions that do not require a substitute – if they are absent, may take their vacation at any time (July 1st through June 30th) that does not interfere with the regular Accounting/Data Processing scheduling and having obtained prior approval of the treasurer.
3. All employees qualifying for two weeks or more vacation may not take more than two consecutive weeks of that vacation unless work schedule permits and unless prior approval is received from the Treasurer.
4. Unused vacation is not cumulative unless written prior permission is received.
5. Any employee transferring or transferred from a 10-month position to a 12-month position shall receive total credit for the actual years of service after 11 months of continuous service in the 12-month position for the purpose of calculating their earned vacation.
6. Any employee transferring or transferred from a 10-month position to a 12-month position after September 1, of any school year shall be entitled to one day per calendar month worked as of July 1, the following year for the purpose of calculating their earned vacation.
7. Any employee transferred or transferring from a 12-month classification to a 10-month classification shall receive the prorated portion of this earned but unused vacation leave for the current year prior to said transfer.
8. Any employee retiring or being separated from employment shall at that time receive the prorated portion of her earned but unused vacation leave for the current school year. If separation is immediate, the employee shall be entitled to compensation at her current year of pay for the prorated portion of her earned but unused vacation leave for the current year.

(Ohio Revised Code 3319.084) (SEE PRORATION TABLE - APPENDIX 3).

9. A vacation priority schedule, based on an employee rotation and employee consensus sequence shall be developed annually by the Treasurer by March 1 for scheduling vacations during the ensuing year.
10. Vacation time cannot be taken in less than 1/2 day increments unless under extraordinary circumstances.
11. Qualifications for Vacation

On or about December 1st of each year of this agreement, the Treasurer shall review payroll scheduling, accounts payable and the work that must be accomplished between December 1st and December 31st. The Treasurer shall review his findings with the President of the ETEA and make a determination no later than December 5th of whether the Data Processing and Accounting Departments may be closed over the Christmas/New Year's holiday period. If the determination is made to close during said period of time, each employee in the Accounting/**Research & Development** group shall have one or two days vacation time deducted from their vacation bank or compensatory time bank depending on the school calendar. Employees with six years or more service must use one or two days of earned vacation between Christmas and New Year's to cover the holiday break. Employees with five years or less may elect to use one or two days of earned vacation to cover the holiday break between Christmas and New Year's or they may elect to use one or two day of compensatory time or they may take a dock for those two days and use their earned vacation during the summer months. No personal or sick days may be used during the two day holiday break.

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

See Vacation Schedule - Appendix 3

12. Employees must take all earned vacation where possible. Employees who have not taken all of their earned vacation time from the previous year, based on the Treasurer's written refusal to grant all or part of the

accumulated vacation time to be taken as of June 30th, shall cash in their vacation time for payment, unless prior permission has been granted pursuant to Item 4 above. Up to 5 days vacation may be taken between July 1 and September 30th. Additional days may be carried over and taken upon approval by the Treasurer, due to unusual circumstances.

S. Calamity Days

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 employees will be excused from work with pay except those called in by their supervisors or the Treasurer.

Those employees listed above, in addition to receiving their regular day's wage, will also receive compensatory time at a later date for all hours worked for the reasons noted above, or will be paid an additional day at their regular rate of pay.

2. When an emergency occurs necessitating closing one school for part of a day, or a full day, all employees may be required to work unless suitable working conditions are found not to exist by the Superintendent or his designee.
3. Employees who are off on sick leave on a snow day when all schools are closed will not be charged a sick day for the snow day. Employees who are 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.

T. Jury Duty

The Board will pay an employee on jury duty his/her regular per diem rate. The employee must provide the Treasurer with a court certificate attesting to the employee's actual attendance and the employee may retain any compensation or reimbursement paid by the court.

U. Tuition and Training Expense Reimbursement

The Euclid Board of Education, in pursuance of educational improvement of the employees of the Euclid Schools, invites the cooperation of all personnel in the bargaining unit to engage in such an effort. Personnel requesting educational improvement programs should first discuss thoroughly with co-workers, supervisors or other people interested in the employees professional growth before filing an application with the Treasurer for final approval.

1. Local In-Service Training. Requests for local in-service training should be made to the supervisor, with final approval being obtained from the Treasurer prior to any training being scheduled.
2. Professional Meetings. A professional meeting is defined in the broad terminology to include seminars and educational opportunities sponsored by the various professional associations in which the Treasurer and Business Manager are involved. This may include such things as conference, workshops, and conventions. Application should be made through a supervisor and forwarded to the Treasurer for final approval. Reimbursed expenses shall cover lodging, food and transportation and fees connected with the professional meeting. The reimbursements for these expenses shall follow the state requirements as outlined by the state auditor and by the Euclid Board of Education.
3. College Coursework. A plan has been adopted which provides for reimbursement up to \$1200 per year for college level courses and related materials, textbooks, etc., which personnel may take, provided that their coursework is of value to the treasury/data processing function of the personnel in the bargaining unit, that the coursework is approved in advance by the Treasurer, and that a grade of "B" or better is achieved. The objective of this reimbursement is to encourage improvement of individual effectiveness and thus the quality of the work product of the Treasurer's function within the Euclid Board of Education. This program does not prohibit personnel from taking course work of their choice. However, only courses which are considered to be beneficial to the school system and the personnel's job performance will be approved for tuition expense reimbursement.

The procedure governing the plan is as follows:

1. An application must be submitted in duplicate for each course as soon as practicable, preferable before enrollment.
2. The application forms are to be submitted to the Treasurer or his designee. The Treasurer may request a conference before rendering a decision within two weeks. One signed copy of the application will be returned to the applicant following formal action by the Treasurer.
3. The applicant pays the tuition charge and expenses for the approved coursework.
4. Upon completion of the approved coursework, the final grade report along with the tuition receipt is to be presented to the Treasurer for approval before reimbursement is authorized. Reimbursement shall be determined by multiplying 105% of the undergraduate credit hour cost at Cleveland State University by the number of credit hours of coursework in which the

applicant has achieved a "B" or higher grade. The grade report with reimbursement will be returned to the applicant, but the tuition receipt will be returned only upon request.

V. Longevity Program

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

1. The only exception to being actively employed is in the event that should an employee retire or pass away during any part of the year prior to December 1, such employee's longevity pay shall be prorated to the effective date of retirement or the death of that employee for that year only. Prorated payments will be based on full months of work only.
2. The anniversary date to qualify an employee for longevity in any year shall be the employee's full-time starting date.
3. Any employee who had reached five (5) or more years of employment in any calendar year qualifies for longevity payments as of December 1 of that year.
4. Actively employed means employees on the monthly payroll and accruing earnings as of December 1 of that year.
5. Full-time employees working 37 & 1/2 hours or more per week on a 10- or 12-month contract.
6. Longevity Payments shall be computed on total number of years in Euclid School employment only, in accordance with the following schedule effective 12/1/06:

5 years	\$ 375
10 years	\$ 575
15 years	\$ 675
20 years	\$ 825
25 years	\$1350

W. Employee Evaluations

An annual evaluation is to be made of each employee for the purpose of:

- a. critiquing individual performance
- b. step and/or lane reclassification consideration

c. merit increase

The evaluation, prepared by the primary evaluators, is to be made in writing, a copy of which is to be given to the employee and a copy of which is to be put in the employee's file. A facsimile of the form to be used is attached hereto in Appendix 2. The Treasurer shall be the primary evaluator. The evaluator shall meet with each employee, if necessary, within fifteen (15) working days after the distribution of the evaluation for the purpose of discussing the evaluation. The primary evaluator shall be given twenty (20) working days in which to reply to an employee's request for reconsideration. Evaluations will be completed prior to March 31 of each year. Each employee shall sign their evaluation form to indicate that they have received same.

The primary evaluator who rates an employee in any evaluation form as unsatisfactory or needs improvement will note in the appropriate comments section the basis for the rating. The primary evaluator shall endeavor to note the improvements necessary to bring the unsatisfactory or needs improvement rating to a satisfactory or above rating.

In the event certain deficiencies during the year are identified by the Treasurer, a special written evaluation shall be provided to the employee. This evaluation shall include specific recommendations regarding any improvements needed in the performance of the employee and recommendations regarding the means by which the employee may obtain assistance in making such improvements.

1. All ETEA job descriptions **may be updated annually with input by the ETEA** and distributed with the employee's evaluation. A copy shall be filed with the ETEA.
2. Any change in job status and lane classification will be discussed with ETEA leadership at least **30** days prior to such change.
3. Guidelines for necessary skills, education, etc., necessary for movement from one salary classification to another will be determined by the administration annually.

X. Summer Hours

The summer schedule shall follow system-wide clerical practice.

Y. Safety Committee

A District-wide Safety Committee will be formed. The Safety Committee will have representation from the ETEA.

Z. Mileage

Members of the bargaining unit required to use their personal vehicle during the work day as part of their duties shall be paid mileage at the rate prescribed by the Internal Revenue Service.

AA. Retirement Incentive Health Reimbursement Account

A staff member who is eligible for retirement with the School Employees Retirement System shall be entitled to a Retirement Incentive Plan ("Plan"), which is a funded Health Reimbursement Account ("HRA") in the amounts listed below:

A. Qualification Reimbursements: The member must meet all of the following criteria:

1. Be a member of the bargaining unit as defined in Section 1 of this Agreement at the time of the application.
2. Be eligible to retire under SERS requirements (e.g., 30 years of service or age 55 with at least 25 years of service, or age 60 with at least 5 years of service).

B. HRA: The retiring member shall receive a funded health reimbursement account totaling \$10,000 HRA, funded at the rate of \$2,500 per year for four years.

1. The HRA account shall be paid in four (4) substantially equal payments on a yearly basis, with the first payment made in January after retirement date and in January of each succeeding year.

AB. Early Retirement Incentive

In the event the Board of Education agrees with any other non-certified bargaining unit to offer an early retirement incentive, the Board will offer the same incentive to the employees covered by this Agreement under the same terms and conditions that apply to other non-certified bargaining unit.

AC. Union Business

Any Union officer or member required to represent the Union at a legal hearing or procedure shall do so without loss of pay or benefits.

AD. Ohio Criminal Background Check

The Board shall cover the cost up to \$25.00 for criminal background checks for bargaining unit members. Any additional costs will be deducted through payroll deductions.

AE. Training Sessions

In the event that an all-day district wide training inservice is being held within the year ETEA members shall be included and/or a training session will be scheduled. ETEA will participate in the development and planning of any session. The training session shall be a minimum of two (2) hours but not more than a regular 7.5 hour work day.

AF Professional Conduct

The Finance and **Research & Development** Departments have a fiduciary responsibility to maintain the safekeeping of all documents and information in their respective departments. The unauthorized release or dissemination of information may result in disciplinary action and/or termination, provided there is documented proof of the alleged violation.

VI. EQUAL OPPORTUNITY

The Euclid Board of Education is an Equal Opportunity Employer and shall continue to abide by all State and Federal equal employment laws. Likewise the ETEA will continue to abide by all State and Federal equal employment laws.

A. Job Opening, Bidding Procedures

Whenever an ETEA opening occurs, the position stating the classification, contract year (10 month, 12 month), the time allotted to apply and the starting date of the new position, must be sent to all ETEA employees. Employees wishing to apply for the posted position must apply to the office of the Treasurer within five (5) working days. (Note restrictions under Layoff & Bumping Procedures).

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

B. Interview Procedures

Each ETEA member who applies for a posted position will first have a scheduled interview with the Treasurer to discuss job descriptions, required skills and other pertinent information necessary to qualify for the open positions. Providing these skills and qualifications are met, an appointment will be set for each one of the applicants to be interviewed by the responsible administrator who has the opening in his/her department. The following criteria **may** be used to determine an applicant's qualifications:

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

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

The Treasurer will have the authority to make the final selection in the bid interview process.

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

If there is a current layoff list, these people must be included in the interview process and the Treasurer must then make a selection from the employees bidding and the employees on the layoff list. (No outside person will be considered, **unless there are no qualified internal candidates**).

VII. POLICY ON SENIORITY

The Euclid Board of Education recognizes employee's seniority whenever doing so is consistent with sound business practices. It is used for the following purpose:

1. Determining vacation
2. Calculating retirement
3. Bidding job openings with the particular job classification or department as part of the total criteria
4. Layoffs in open classifications

Seniority will be computed for the following classifications to provide job security in case of necessity for personnel cutbacks: **Research & Development/Accounting Clerk, Research & Development/ Accounting Technician and Research & Development/Accounting Technician Supervision.**

A. Layoffs and Bumping Procedures

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

The following classifications are established for job seniority protection and are based on job description requirements and salary brackets.

B. Committee

During the term of this contract, the ETEA and Treasurer will form a working committee to consider changes in job classification and salary structure.

C. Closed Classifications

Technician Supervision (3 positions: Accounts Payable Supervisor, Payroll Supervisor, and Supervisor of Grants & Cash Management).

The Administrative and Technician Supervision (maximum) classifications are not subject to seniority bumping.

D. Open Classifications

1. Research & Development and Accounting Clerks
2. Research & Development and Accounting Technicians
3. Research & Development and Accounting Supervision (with the exceptions noted above)

The Board shall notify in writing all ETEA members of any and all jobs available in the classifications specified in paragraphs one and two, Section I, of the agreement prior to public notification or advertisement. The Board shall give ETEA members seven (7) business days in which to apply to the Treasurer, for the open position.

A complete job title and description shall be provided upon request. Any member who applies for such position shall either be interviewed for the position or informed by the Treasurer that they will not be considered for the position.

Work currently performed by ETEA members employed prior to July 1, 2010, shall not be contracted out so as to eliminate a position.

E. Procedures

1. Bumping is permitted within any of the open classifications or into a lower classification on a last-in, first-out basis only.
2. If a position is eliminated in any of the open classifications, the employee in that position has the right to bump the lowest person to the seniority list in that classification. The lowest person on the seniority list in a classification who is bumped then has the right to bump into the next lowest classification where there is a person with less seniority in that classification. The last person on the seniority list will go on the layoff list.
3. If the affected person in the eliminated position or one who has been bumped does not choose to bump the last employee in the lower classification that employee will automatically be placed on the layoff list.
4. Bumping is not permitted into a higher skill classification or pay bracket.
5. Bumping into a lower salary classification will automatically place the employee on their present step in the new salary classification.
6. All employees who have been bumped out of their classification have the first opportunity, if an opening occurs, to move back into that classification (by seniority) before the opening is put out for bid.
7. The layoff is active for two (2) years from the date of layoff. **Employees remain on the layoff list for the two (2) year period even if they do not respond to a job posting or if they decline a job posting.**

8. A seniority list for the Accounting/Research & Development bargaining unit will be the only seniority list recognized or permitted by management.
9. No employee outside the bargaining unit may bump into the Accounting/**Research & Development** classifications. No technical group employee may bump into another bargaining unit.
10. Any person bumped into a classification must possess the necessary skills for carrying out the job in question. Based on a one (1) month training period, the person bumping shall be on a three (3) month probation period after the one month training period.
11. These procedures and **applicable** Civil Service rules and regulations governing cutbacks and employee layoffs will be strictly adhered to.
12. Members of the ETEA who are **equally or more** qualified shall have preferences by seniority over non-members when there is an opening in the unit.

F. Seniority Lists

To safeguard the interests of all concerned, the Treasurer will keep accurate and up-to-date seniority lists which will include the following:

1. Date employee was originally hired on a full-time basis.
2. Total years worked to calculate full seniority.
3. Dates of transfers, promotions.
4. Length of time worked in each position.
5. Attendance, vacations and accumulative sick leave. Seniority shall be divided into two classifications:
 1. System-wide seniority based on full-time uninterrupted employment for the purpose of vacation.
 2. ETEA seniority for purposes of bumping.

G. Probationary Period – Training

Any person on the layoff list filling an open position will have 30 days of training and a 60-day probationary period in order to ensure success.

VIII. NEW EMPLOYEES

1. The three supervisory positions, Payroll, Accounting and Grant & Cash Management may be granted additional credit based on the Treasurer's evaluation of past work history.
2. New employees who have not previously worked for the Euclid Board of Education may be granted credit for up to five (5) years of professional experience. (5th step on the salary schedule).
3. New employees who have previously worked for the Euclid Board of Education but not within the past five (5) years, may be granted one year of credit for each two years of Euclid Board of Education Service and one year of credit for each three years of other professional secretarial experience (4th step on the salary schedule) provided at least two of the year's credit are awarded because of previous Euclid Board of Education employment.
4. New employees, whether in category 1 or 2 above, may be placed up to Step 2 of their classification until completion of their 90-day probationary period. Credit or partial credit as explained in paragraphs 1 and 2 above may then be allowed, but only as recommended by the Treasurer.
5. New employees who have previously worked for the Euclid Board of Education and are rehired within five (5) years may be returned to the same step they were on when they left.

Criteria for determining this step assignment will be:

- a. Reason for leaving
- b. Past performance and evaluation
- c. Additional training
- d. Additional education

The evaluation and step assignment will be made by the Treasurer.

6. All new employees hired during the term of this contract shall receive their pay through direct deposit.

IX. GRIEVANCE PROCEDURES

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 23 stoppage or suspension of work because of such grievance; that such grievance shall be submitted to the following grievance procedures. "Days" shall mean actual working days.

2. Rights of the Grievant

- a. A grievant at her sole choosing may appear on her own behalf or may be represented at any and all steps of the grievance procedure by the ETEA or by counsel.
- b. Decisions rendered at each formal level will be made in writing setting forth the decision and the reasons therefore.
- c. The fact that an employee files a grievance shall not be recorded in her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such facts be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the group 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 procedures.
- 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 the authority to make a decision.
- e. Before a grievance is taken to the next level, the group 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 limit 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 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. The temporary absence of the immediate supervisor, Treasurer, shall extend the running of the days during the absence but in no case for more than five (5) additional days.
- f. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons,

including witnesses, entitled to be present to attend, but not between the hours of 8:00 a.m. and 4:30 p.m. on employee working days.

4. Grievance Procedures

a. Level One - Informal

Within twenty (20) working days of the time a grievance arises, the employee will present and discuss the grievance with her immediate supervisor in an effort to solve the problem informally.

Within five (5) working days after the presentation of the grievance, the supervisor shall give his answer orally to the employee.

b. Level Two - Formal

If the grievance is not resolved in Level One, the employee or the ETEA representative may within five (5) working days of receipt of the supervisor's answer submit to the Treasurer a written statement of grievance signed by the employee. A copy shall be given to the supervisor involved at that time. The written statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify the provisions of the agreement alleged to be violated, and shall indicate the relief requested. The Treasurer or his designated representative shall give the union representative an answer 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 in writing of the Treasurer and the union.

c. Level Three - Formal

If the grievant is not satisfied with the disposition made in Level Two, then she may within ten (10) days of the Level Two answer, request a hearing before the Board of Education. Such hearings shall be held at the Board's next meeting in executive session providing the Board is given at least ten days notice but any action taken shall be taken at a public meeting. The Board of Education shall, by official action at its next regular meeting, give its answer to the grievance and shall transmit this answer in writing within five (5) working days.

d. Level Four - Formal

If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be made within ten (10) working days following the receipt of the disposition of grievance from the Board following the receipt of the disposition of grievance from the Board. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt of the grievant's request for arbitration, the Treasurer or his designated representative and the grievant or her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven

(7) names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on all of the parties to this contract and to the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, not add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein.

- e. The fees and expenses of the arbitrator shall be shared equally by the Board and the ETEA. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called to testify for the other side.

X. ENTIRE CONTRACT CLAUSE

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

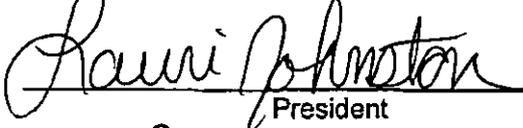
XI 2013-2016 SALARY SCHEDULE

Wage increase 0.75% effective 7/1/13, 0.75% effective 7/1/14 and 0.75% effective 7/1/15.

XII. DURATION

This agreement, upon ratification by official Board Resolution, shall be effective July 1, 2013 through June 30, 2016.

EUCLED TECHNICAL EMPLOYEE ASSOCIATION



President

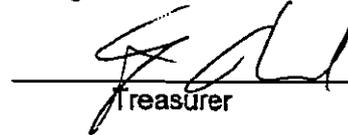


Representative

BOARD OF EDUCATION



President



Treasurer

PERFORMANCE EVALUATION REPORT

Name _____ Evaluated By _____

Position/Classification: _____ Evaluation Date _____

1. Would you approve this person upward movement on the salary schedule?

Yes _____ No _____ Why not _____

2. What are this person's significant strengths?

3. What areas does this persons require improvement or additional training?

4. What goals or job targets do you have for this person for the next year?

5. Were the goals or job targets from the previous evaluation met?

6. How do you rate this person's performance overall?

Outstanding	_____	Above	_____	Satisfactor	_____
		Average	_____	y	_____
Needs Improvement	_____	Unsatisfactory	_____		_____

7. Should this person be considered for additional responsibilities?

Comments

Signature of Treasurer _____ Date _____

Signature of Supervisor _____ Date _____

Signature of Employee _____ Date _____

Employee Comments _____

**ETEA
2013-14**

**GROUP I
Step**

1	\$126.74
2	\$137.93
3	\$139.67
4	\$145.32
5	\$152.87
6	\$161.79

**GROUP II
Step**

7	\$166.08
8	\$169.85
9	\$175.74
10	\$180.33

**GROUP III
Step**

11	\$185.72
12	\$191.12
13	\$198.76

**GROUP III
Step**

14	\$202.74
----	----------

*max
part of
CBA*

GROUP 4

1	\$221.80
2	\$230.67
3	\$235.29

Linda Bills \$161.79 + \$10 per day supervision = \$171.79

Barb Irle \$202.74 + 5% Merit + \$15 per day supervision = \$227.77

Lauri Johnston \$198.76 + \$12 per day supervision = \$210.76

**E
T
E
A**
2014-15

GROUP I

Step

1	\$127.69
2	\$138.96
3	\$140.72
4	\$146.41
5	\$154.02
6	\$163.00

GROUP II

Step

7	\$167.33
8	\$171.12
9	\$177.06
10	\$181.68

GROUP III

Step

11	\$187.11
12	\$192.55
13	\$200.25

GROUP III

Step

14	\$204.26
----	----------

GROUP 4

1	\$223.46
2	\$232.40
3	\$237.05

Linda Bills $\$163.00 + \$10 \text{ per day supervision} = \173.00

Barb Irle $\$204.26 + 5\% \text{ Merit} + \$15 \text{ per day supervision} = \229.47

Lauri Johnston $\$200.25 + \$12 \text{ per day supervision} = \212.25

**ETEA
2015-16**

GROUP I

Step

1	\$128.65
2	\$140.00
3	\$141.78
4	\$147.51
5	\$155.18
6	\$164.22

GROUP II

Step

7	\$168.58
8	\$172.40
9	\$178.39
10	\$183.04

GROUP III

Step

11	\$188.51
12	\$193.99
13	\$201.75

GROUP III

Step

14	\$205.79
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GROUP 4

1	\$225.14
2	\$234.14
3	\$238.83

Linda Bills $\$164.22 + \$10 \text{ per day supervision} = \174.22

Barb Irle $\$205.79 + 5\% \text{ Merit} + \$15 \text{ per day supervision} = \231.07

Lauri Johnston $\$201.75 + \$12 \text{ per day supervision} = \213.75

December 12, 2013

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