

K# 30051

13-ME0-05-0720
0297-02

TABLE OF CONTENTS

MASTER AGREEMENT

BETWEEN

THE SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER
BOARD OF EDUCATION

AND

THE CLARK COUNTY VOCATIONAL ASSOCIATION
OF SCHOOL EMPLOYEES

EFFECTIVE JULY 1, 2013
THROUGH
JUNE 30, 2016

ARTICLE 1 - RECOGNITION.....1

ARTICLE 2 - NEGOTIATIONS.....1

ARTICLE 3 - GRIEVANCE PROCEDURE.....4

ARTICLE 4 - RIGHTS OF THE ASSOCIATION.....6

ARTICLE 5 - BOARD OF EDUCATION RIGHTS8

ARTICLE 6 - JOINT LABOR MANAGEMENT COMMITTEE10

ARTICLE 7 - PERSONNEL FILES.....10

ARTICLE 8 - WORKING CONDITIONS.....12

 A. WORK WEEK AND OVERTIME PAY12

 B. SUBSTITUTE PRIVILEGES.....12

 C. SEASONAL WORK.....13

 D. HOLIDAYS.....13

 E. IN-SERVICE TRAINING SESSIONS.....14

 F. PROFESSIONAL DEVELOPMENT.....14

 G. LUNCH PERIOD.....14

 I. ATTENDANCE INCENTIVE.....14

 H. EMPLOYEE BREAKS.....14

 J. VACATION SCHEDULE FOR TWELVE (12) MONTH EMPLOYEES.....15

 K. CALAMITY DAYS.....16

 L. ALTERNATIVE SUMMER SCHEDULES.....16

 M. UNIFORMS.....16

 N. BUS DRIVERS.....17

ARTICLE 9 - EMPLOYMENT PRACTICES17

 A. VACANCIES.....17

 B. SENIORITY.....18

 C. ASSIGNMENT/TRANSFER.....19

 D. BUMPING RIGHTS (REDUCTION IN FORCE).....19

 E. DISCIPLINARY ACTION.....20

 F. SEQUENCE OF CONTRACTS - RENEWAL AND NON-RENEWAL.....21

ARTICLE 10 - EMPLOYEE EVALUATION.....22

ARTICLE 11 - EMPLOYEE LEAVES.....23

 A. SICK LEAVE.....23

 B. PERSONAL LEAVE.....25

 C. PROFESSIONAL MEETING LEAVE.....26

 D. ATTENDANCE IN COURT.....26

 E. PROFESSIONAL DEVELOPMENT LEAVE.....26

 F. MATERNITY/CHILD CARE/ADOPTION LEAVE.....27

G. MILITARY LEAVE.....28

H. HEALTH AND HARDSHIP LEAVE.....28

I. ASSAULT LEAVE.....28

J. FAMILY/MEDICAL LEAVE.....29

ARTICLE 12 - FRINGE BENEFITS.....29

 A. HEALTH INSURANCE.....29

 B. PAYMENT IN LIEU OF HEALTH INSURANCE.....30

 C. LIFE INSURANCE.....30

 E. SEVERANCE PAY.....31

 F. PERSONAL VEHICLE USE.....31

ARTICLE 13 - SALARY.....31

 A. CLASS WAGE TABLES.....31

 B. WAGE CHANGE.....31

 C. DIRECT DEPOSIT.....31

 D. WAGE STEP.....32

 E. ERRORS.....32

 F. PAY PERIODS.....32

 G. ANNUITY DEDUCTION.....32

 H. PAYMENT TO SERS.....32

 I. YEARLY STEP.....33

ARTICLE 14 - CRIMINAL RECORDS CHECK.....33

ARTICLE 15 - GENERAL PROVISIONS.....33

 APPENDIX A-1 - Level Two Grievance Complaint Form.....36

 APPENDIX A-2 - Level Two Grievance Decision/Response Form.....37

 APPENDIX A-3 - Level Three Grievance Complaint Form.....38

 APPENDIX A-4 - Level Three Grievance Decision/Response Form.....39

 Appendix B-1 - Salary Schedule 2011-16.....40

 Appendix B-1 - Salary Schedule.....41

 APPENDIX C - CALAMITY/CANCELLATION MATRIX.....45

ARTICLE 1 - RECOGNITION

- A. The Springfield-Clark Career Technology Center Board of Education (the "Board") recognizes the Clark County Vocational Association of School Employees/OEA/NEA (the "Union"), as the exclusive representative of all full-time and regular part-time aides, bus drivers, cashiers, clerks, custodians, maintenance employees, secretaries, warehouse employee, grounds employee and food service employees. The bargaining unit excludes all substitutes, management, supervisory, two (2) assistants to the treasurer, payroll clerk, network specialist, network assistant, and casual and confidential employees.
- B. The "Board" includes the Springfield-Clark Career Technology Center Board of Education and all administrators and supervisors with authority to act on its behalf.
- C. The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit.
- D. A "day" in this agreement is a calendar day, unless defined otherwise.

ARTICLE 2 - NEGOTIATIONS

- A. Initiating Meetings
- Either the President of the Association representing employees or the Superintendent may make written request to the other for the start of negotiations. Agreement by the parties on the exact date shall be made within ten (10) days of the receipt of the request.
- The first negotiating meeting shall be held no earlier than eighty (80) days prior and no later than sixty (60) days prior to the expiration of this Agreement, unless a mutually satisfactory later date is agreed upon.
- B. Submission of Issues
- Each Party shall present to the other at the first session or a week earlier, if possible, its list of matters or concerns upon which it desires to negotiate. No further items may be added to that year's list of negotiating items without the consent of both Parties.
 - During negotiations, the Board and the Association shall prepare written proposals and counter-proposals for consideration at scheduled meetings. Additional rules for conducting negotiations which are deemed necessary and are not covered in this document shall be discussed and agreed upon at this first (negotiation) session.

13

C. Exchange of Information

1. The Board will make available to the Association upon written request public records, public data, and public information including public financial data of the School District.
2. The Association will provide such information as the Board requests in writing concerning the Association membership, not including the identities of Association members.

D. Negotiating Team

1. The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed four (4) members each when negotiations occur after the workday, and no more than four (4) members when negotiations occur during the workday. All negotiations shall be conducted exclusively between said teams unless mutually agreed otherwise.
2. Each team is privileged to call upon consultants or resource people. No more than two (2) consultants may be admitted at one (1) time to negotiating meetings. Consultants may be permitted to address the negotiations when requested by the chairperson of their respective team.
3. The Parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Meetings

1. Negotiating meetings shall be conducted outside the regular work day, unless otherwise agreed upon by both parties.
2. Negotiating meetings shall be in executive session unless otherwise agreed upon by both Parties.
3. Either team may be granted time for independent caucus at any time.
4. Meeting may be adjourned or recessed at the request of either team.
5. Each meeting shall include a decision of time and place for the next subsequent meeting until all negotiations are completed.

2

I. Definitions

1. Negotiations - Negotiations means conferring, discussion, exchanging written proposals, and negotiating in good faith through the designated teams in an effort to reach agreement with respect to salaries, hours and other working conditions of employment and the continuation, modification, or deletion of existing provisions of the Collective Bargaining Agreement.
2. Good Faith - Both Parties are pledged to conduct negotiations in good faith, which means that there be a sincere effort on the part of all negotiators to strive for agreement without interruption of the education of youth.

J. This article constitutes parties' mutually agreed dispute resolution procedure and supersedes the procedure set forth in 4117.14 (C).

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions

1. A Grievance is defined as a complaint involving the alleged violation or misinterpretation or misapplication of the terms of this contract.
2. A grievant shall mean a person, the Association, or a group of the bargaining unit.
3. "Days" shall mean a calendar day unless specified otherwise.

B. General Provisions

1. No reprisal shall be made against any party involved in using this grievance procedure.
2. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved or the grievance or administrator at the appropriate step is absent on approved leave. In which case, after the days specified for each level, five (5) additional days will be granted to allow a designated administrator or the grievant to respond to the grievance.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived.

4

F. Agreement

1. Tentative Agreement - As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chief spokesperson of each party. When all items have been tentatively agreed to, they shall comprise a tentative settlement.
2. Ratification
 - a. When a settlement is reached, it shall then be reduced to writing and submitted for ratification to the Association within the next twenty-one (21) days and then to the Board at the next regularly scheduled Board meeting by their respective Parties.
 - b. When approved by the Association and the Board, it shall constitute the Collective Bargaining Contract between the Parties.
3. Bargaining Rights - The Board agrees not to negotiate with any individual group, or organization purporting to represent the employees in the bargaining unit, other than the Association.

G. Waiver of Negotiations

1. The Association and the Board waive its right to initiate bargaining or to submit any additional items for negotiations during the term of the Agreement unless agreed to by mutual agreement.
2. Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had the opportunity to submit items appropriate to collective bargaining and that this agreement contains the resolution of those items.

H. Disagreement

1. Mediation
 - a. In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, in impasse may be declared. A joint written request may be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties.
 - b. After three (3) sessions with the Mediator, or if the Mediator refuses to meet with the Parties, the Parties shall each be able to assert their rights established by the Revised Code.

3

4. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by the Association. A resolution of a grievance filed by an individual appearing on his/her own behalf shall be made known in writing to the Association by the Superintendent.
5. All notices of hearings, dispositions of grievances, written grievances and appeal shall be in writing and hand delivered or mailed.
6. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
7. Any employee having a grievance shall first discuss such grievance with the Association's Grievance Committee to make sure the grievance is a valid grievance.
8. The purpose of these procedures is to secure equitable solutions to grievances at the lowest level administrator having authority to resolve the grievance. Class actions and the Association grievances shall be filed at level three (3) of the grievance procedure. All parties agree that grievances will be kept as confidential as is appropriate—and processed as expeditiously as possible. No grievance shall be submitted to arbitration without the approval of the Association.
9. Nothing contained herein shall deprive any employee of any legal rights which the employee presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the Grievance Procedure, unless the matter is returned by the court of other administrative agency to the Grievance Procedure.

C. Level I - Informal - Within twenty (20) days of an event or condition, the employee will discuss the problem with his/her immediate supervisor in an effort to resolve the claim informally.

D. Level II - If the grievance is not resolved at the informal step, the grievant may within ten (10) days after the date of the informal discussion, submit a formal grievance to the Level II designee. Within five (5) days of receipt of the formal grievance, the Level II designee will meet with the grievant, if necessary, and then write a disposition of the grievance with a copy to the grievant and the Superintendent. The written disposition shall be completed within ten (10) days of the Level II hearing.

5

- E. Level III - If the aggrieved is not satisfied with the disposition of the grievance at Level II, the grievant may submit the grievance in writing to the Superintendent or designee within ten (10) days of receipt of its disposition at Level II. Within the next five (5) days, a hearing will be held, if necessary, between the aggrieved, the Superintendent/designee, and a representative(s) of the Association and other parties that may be needed to give information relative to the claim. The written dispositions shall be completed within ten (10) days of the Level III hearing.
- F. Level IV - If the grievance has not been resolved, the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. If the demand for arbitration has not been filed within fifteen (15) days of the date of the Superintendent's Level III answer, then the grievance will be deemed withdrawn.
 1. Selection of the arbitrator shall be according to the voluntary rules and regulations of the American Arbitration Association. The costs of the arbitration shall be shared equally by the Association and the Board. No grievances may be submitted to arbitration without the consent of the Association.
 2. The arbitrator shall hold the necessary hearing promptly and issue a decision within such time as may be in accordance with the voluntary rules and regulations of the AAA. The decision shall be in writing and a copy sent to the Association and Board representatives present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the decision. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, or add to, detract from, or modify the language therein in arriving at a determination of any issue(s) presented that is proper within the limitations expressed herein.
- C. The Association shall have the right to reasonable use of school facilities and any equipment including typewriters, copy machines, duplicating equipment, calculating machines, and audio-visual equipment for classroom use of Association business.
- D. The Association shall use the staff room bulletin boards for official business.
- E. The Association may place Association communications in the mailboxes.
- F. The Association representatives shall be given time, upon request, at staff meetings to make routine Association announcements.
- G. The President or designee of CCVASE shall request, and be provided by the Superintendent, a true copy of each of the following public documents each year:
 1. June Report (July - June Fiscal Year)
 2. Temporary and Permanent Appropriations Resolution
 3. Each new amended Certificate of Estimated Resources
 4. January Budget (For Following Fiscal Year)
 5. These are to be furnished without cost to the Association
- H. The Association President or designee shall be permitted to communicate with employees during their lunch break. The conduct of such business shall not interfere with the employee's assignment.
- I. The CCVASE shall have the right to be placed on the agenda of any regular or special Board meeting providing the Superintendent is notified two (2) working days prior to the meeting. If available, the President of the CCVASE shall be provided with at least one (1) copy of the public material provided to the Board at least two (2) days prior to any Board meeting.
- J. If an initial orientation program for new employees is held, the Association, upon request, shall be placed on the program's agenda, so long as the Association continues to be recognized as the sole and exclusive representative of the employees in the bargaining unit, and any organization competing for such representation shall be excluded from new employee orientation.

ARTICLE 4 - RIGHTS OF THE ASSOCIATION

- A. Association representatives shall have the right to use school buildings for meetings, per Board policy.
- B. Only authorized representatives of CCVASE shall be permitted to transact official Association business on school property providing this shall not interfere with, or interrupt, the work day, in keeping with provisions of building policy and is cleared with the Superintendent.
- K. Names and addresses of new employed staff shall be available to the Association within ten (10) days following Board approval of their contract.
- L. The President of the Association shall receive from the Board a directory listing the names and job assignments on record of all employees of the Board. This directory will be provided on or before October 1 of each year.
- M. The Association shall continue to be the sole and exclusive representation of the employees in the bargaining unit under the provision of this agreement.

6

7

- N. President of the Association's Leave - Upon the approval of the Superintendent, the president of the Association or his/her designee shall have up to three (3) days of paid leave per year to carry out official Association business, including area and state meetings.
- O. CCVASE members may, by October 1, sign and deliver to the Board an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions, or employment with the Board terminates. Professional dues will be deducted in twenty (20) equal amounts beginning with the first pay in October. All money so deducted shall be remitted to the Treasurer of the Association accompanied by a list of members for whom deductions were made and the amount for each said member. If a member gives a written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within two (2) weeks of such action, the names of the said members making such request.
- P. Payment to annuities and the Springfield Public School Employees Credit Union of the authorized deductions shall be within 3 days of the payroll date and based upon the member's current deduction authorization on file with the Treasurer.
- Q. It is agreed that it is the responsibility of the Association to resolve any and all errors and adjustments with its members from said payroll deduction. The Association shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other actions arising from said dues deductions, unless arising from the negligence of the Board.
- R. The Association may request that Association meetings be announced over the public address system with the prior approval of the Dean of Students or designee.
- S. Association Meetings

Second shift employees may be permitted to attend the Association's quarterly meetings without loss of time, using flex or compensatory time, when the supervisor and employee mutually determine that the work can be completed.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of management, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this written Agreement.
- C. The Board shall have the right to take necessary action to comply with the requirements of the Americans with Disabilities Act, including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Board in a court of law, it will indemnify and hold the Board harmless for any legal liability and all costs and damages flowing therefrom, including attorney's fees, incurred as a result of such opposition.
- D. The Superintendent expressly, but without limitation, retains the right to require an employee to submit to a physical and/or mental examination if the Superintendent questions the employee's ability to perform the employee's job. The Board shall pay for the cost of the examination and the employee shall be examined by a professional of the Superintendent's choosing. If the employee disagrees with the Board's physician, the employee will have the right to secure an opinion from a doctor(s) of his/her choosing. The Superintendent will consider this information when determining appropriate action.

agents the authority to implement any policy, rule or regulation which shall be in conflict with any negotiated item in the contract between the parties. Board rights include, but are not limited to:

1. Determination of the qualifications and standards for employment;
2. The hiring, promotion, assignment and direction of employees;
3. Suspension, discharge, or other disciplinary action against employees for just cause;
4. Determination of the methods, means and personnel by which school district operations are to be conducted;
5. Determination of work hours and the scheduling of employees for work, and
6. Implementation, modification, or elimination of reasonable work rules for employees, provided employees and the Association are made aware of such rules prior to implementation or modification.

ARTICLE 5 - BOARD OF EDUCATION RIGHTS

- A. Except as otherwise expressly provided in a specific provision of this Agreement, the Board reserves and retains to it and the administration, all management rights under Ohio and federal law to manage, direct, and control the operation of the school district. Nothing contained herein shall grant the Board or any of its

8

9

ARTICLE 6 - JOINT LABOR MANAGEMENT COMMITTEE

- A. The Joint Labor Management Committee ("JLMC") shall be established as an aid to communications and labor management relations between the Association and Administration. The membership of this committee shall be, but is not limited to, four members appointed by the Board and one member for each department appointed by the Association.
- B. The JLMC shall meet every other month during the school day, and may meet more frequently if mutually agreed upon.
- C. JLMC procedures shall consist of joint, informal discussion aimed at clarifying, addressing and resolving issues of concern of either party. The open discussions held by this committee shall not be construed as negotiations. The JLMC will have no authority to alter, amend, or modify existing language of the Master Agreement, and the JLMC will not negotiate matters pertaining to terms and conditions of employment.
- D. Representatives of the Association and the Board, with mutual consent, may meet with other employees or groups to facilitate District-wide communication.
- E. FMCS or other training shall be used to implement the JLMC committee.

ARTICLE 7 - PERSONNEL FILES

- A. Maintenance of Personnel Files - The only official personnel file shall be maintained in the Superintendent's office for all members of the Employee Unit in accordance with the Ohio Revised Code's Public Records Law, Chapter 1347 and the contract.
- B. Examination of Personnel File
 - 1. An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document therein.
 - 2. Personnel records may be available for public review except for matters which are exempted by law as set forth in O.R.C. 149.43 (A) (1):
 - 3. Confidential law enforcement investigatory record
 - 4. Medical records
 - 5. Trial preparation records
 - 6. Any other records the release of which is prohibited by state or federal law.

- C. The parties recognize that a limited number of non-bargaining unit employees may be directly involved with the processing and filing of confidential records. This shall not be considered a breach of Section B of this Article.
- D. Employee Review of Information to be filed - The employee shall receive a copy of any item placed in his/her personnel file prior to said item's placement in the file. The original document to be placed in the file shall indicate clearly the date it was placed in the employee's personnel file.
- E. Right to Respond to File Information - An employee shall be entitled to write a reply to any document contained in the personnel file and to have the reply placed in the file. The employee may also submit letters of merit or other such items to be included in the file.
- F. Removal of Material in File

- 1. Information in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry and the Superintendent.
- 2. Should additional information become available regarding a discipline situation, the employee may request a review of the incident to assure accuracy of the event.
- 3. Employees who request removal of material after one year shall be notified that removal occurred within ten (10) days of the employee's request, provided that the employee has not engaged in the same or similar conduct within that time period. Matters relating to discipline involving:
 - A. Force against individuals,
 - B. Harassment or creation of a hostile work environment,
 - C. Financial or records mismanagement,
 - D. Improper conduct with students, or
 - E. Conduct prohibited by the Ohio criminal code

may be requested for removal after five (5) years, provided the employee has not engaged in the same or similar conduct within that time period.

Disciplinary records retention will be extended by any period of paid or unpaid leave of absence.

- 4. Failure to resolve the issue of removal of material from the file may be grieved.

ARTICLE 8 - WORKING CONDITIONS

- A. Work Week and Overtime Pay
 - 1. Standard Work Week - The standard work week for all bargaining unit employees shall be Monday through Friday. The Association will be notified prior to a change of the standard work week for any employee.
 - 2. Determination of Overtime - For purposes herein, overtime shall be paid for all hours worked by a bargaining unit employee over forty (40) hours in a given work week.
 - 3. Holidays, Sick Leave, Personal Leave Use for Determining Overtime Pay - Holiday pay, sick leave use, and personal leave use shall not be considered as hours worked for purposes of determining the overtime payment. Hours actually worked on a holiday or during a calamity are considered for purposes of determining the overtime payment.
 - 4. By mutual agreement with the Superintendent or designee, an employee may earn compensatory time in lieu of pay for overtime worked. Compensatory time off will be taken at a time agreeable to the employee and Superintendent or designee, in increments of two hours or more. Employees should request use of compensatory time no later than the week before the proposed use, though the Superintendent or designee may consider requests made with less notice. Unused compensatory time will be paid at the end of the school year, or with the consent of the Superintendent or designee, an employee may choose to carry accumulated compensatory time to the next school year. An employee may accumulate no more than 60 hours of compensatory time. No employee will be forced to take compensatory time in lieu of cash. A written statement will be provided every month identifying any compensatory time balance accrued by the employee.
 - 5. An employee who is required by the Superintendent or designee to report for unscheduled work that does not about the employee's scheduled work hours shall receive the greater of two hours or actual time worked. Only hours actually worked shall be counted for overtime or other purposes.
- B. Substitute Privileges

Where the need for additional hours becomes known in the cafeteria due to the absence of an employee, cafeteria cooks or helpers on grounds will have the opportunity to work the additional hours before any non-bargaining unit substitute works the additional hours provided that this does not qualify the employee for overtime pay.

- C. Seasonal Work

Regular contractual nine (9) month employees who desire employment during the summer months shall have notice and the opportunity to apply for seasonal work.
- D. Holidays
 - 1. Year-round employees shall be entitled to receive their regular daily pay as holiday pay for the following holidays:
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Years Day
 - Presidents Day
 - Martin Luther King Day
 - Good Friday
 - Memorial Day
 - July Fourth
 - 2. Employees who work less than year round shall be entitled to receive their regular daily pay as holiday pay for the following holidays:
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - New Years Day
 - Presidents Day
 - Martin Luther King Day
 - Memorial Day
 - 3. In order to qualify for holiday pay, the employee must report and work their last scheduled workday before the holiday and their first scheduled workday after the holiday, unless the employee is on pre-approved vacation leave or supplies adequate proof of medical necessity for the absence.
 - 4. Employees who are required to work on the holiday will be paid for the hours they work in addition to holiday pay. Holiday pay does not count for purposes of determining eligibility for overtime or compensatory time.
 - 5. Holidays falling on a Saturday will be observed the prior Friday, and holidays falling on Sunday will be observed the following Monday, unless otherwise determined by the Superintendent. Holiday-eligible employees

who normally work weekends shall be accorded equitable holiday treatment.

6. Time Off for Working on Christmas or Spring Break - Any employee scheduled to work Christmas break or Spring break may take the break off without pay upon approval of a written request to his/her immediate supervisor.

E. In-Service Training Sessions

In-service training sessions that are designed to improve the job performance of employees and approved by the Superintendent shall take place at no loss of pay or benefits to the employees.

F. Professional Development

1. All non-certificated staff will be provided opportunity to participate in professional growth activities mutually developed between the administration and Association.
2. Six (6) hour or more employees will be provided opportunity to participate in a minimum of six (6) hours of Professional Growth activities each year. All activities shall normally be held during the business day.
3. The Joint Labor Management Committee shall recommend or designate representatives to recommend professional development activities. If available, CEU's will be offered to the employee, at the employee's expense.

G. Lunch Period

All employees working six (6) hours or more shall normally receive at least thirty (30) consecutive minutes for a duty-free unpaid lunch period.

H. Employee Breaks

Seven (7) or eight (8) hour employees shall normally receive two (2) fifteen (15) minute breaks during his/her workday.

I. Attendance Incentive

1. Employees will be rewarded for minimizing personal leave, leave without pay, and sick leave use as follows:

Full time employees who use no sick and/or unpaid leave in a school year will receive an incentive equal to the value of 110% of six additional days of sick leave at eight (8) hours per day (or a total of forty eight (48) hours). The incentive will be paid out after the year's conclusion. One hundred

14

5. This Section J is in lieu of and replaces R.C. 9.44.

K. Calamity Days

1. 12 month employees shall be paid at their regular rate for time scheduled but not worked because the school is declared closed due to an epidemic or other public calamity. However, employees who are required to report to work or remain at work during an emergency when school is officially closed shall not receive calamity pay but will be paid or receive compensatory time at time and one half for all hours worked while school is closed. Such an employee, if sent home before completing his/her scheduled number of hours that day, shall receive straight time pay for the balance of hours scheduled but not worked that day.

(See attached Appendix C).

2. The Superintendent or designee may determine, after consideration of employee requests, operational needs, the nature of an emergency, effects on service delivery, or for other reasons, that certain employees or classifications may not be required to report to work during an emergency. The reasons for such determinations may be discussed in a labor-management meeting.

3. This Section K is in lieu of and replaces R.C. 3319.081 (G).

L. Alternative Summer Schedules

The Superintendent may consider requests by groups of employees in the same classification to work alternative schedules during the summer break, if the employees can demonstrate that service delivery will not be impaired, and can satisfactorily resolve any other concerns.

M. Uniforms

1. Maintenance and custodial employees will receive:
 - a. Five (5) complete uniforms. The employee shall be responsible for the care of the uniforms, including laundering and minor repair. Or,
 - b. The Board shall provide employees an annual \$200 reimbursement fee provided that the employee provides written receipts to the Treasurer's office.
 - c. Employees may change their selection annually.

16

percent of such five (5) days' pay is referred to in this section of this Article as the "incentive".

Full-time Employees Using Sick or Unpaid Leave Of:	Will Receive Incentive of:
Zero days	110%
One-quarter to one day	100%
One and one-quarter to two days	95%
Two and one-quarter to three days	90%

2. A part time employee's sick and/or unpaid leave use and incentive received will be pro-rated. For example, an employee who normally works 1040 hours in a school year who uses 17 to 20 hours of sick leave in a school year will receive a 30% incentive.

J. Vacation Schedule for Twelve (12) Month Employees

1. After one (1) full year of service: 10 days
 After six (6) full years of service: 11 days
 After seven (7) full years of service: 12 days
 After eight (8) full years of service: 13 days
 After nine (9) full years of service: 14 days
 After ten to fifteen (10-15) full years of service: 15 days
 After sixteen (16) full years of service: 16 days
 After seventeen (17) full years of service: 17 days
 After eighteen (18) full years of service: 18 days
 After nineteen (19) full years of service: 19 days
 After twenty (20) full years of service: 20 days

2. The time vacations are taken shall be subject to the approval of the Superintendent or designee who may in exceptional circumstances, approve request that are submitted with less than 2 working days (at least 48 hours) prior notice.

3. Only employees regularly scheduled for twelve (12) months of work are eligible for vacation.

4. Vacation leave must be taken in increments of two (2) hours and within one year of accrual. However, an employee may choose to carry over into the next fiscal year up to five (5) days of vacation from September 1 to be used by December 1. Vacation leave carried over must be used, or will be forfeited.

15

2. Food Service employees will be provided aprons, maintained by the employee. The District may elect to provide additional uniform items to Food Service employees.

N. Bus Drivers

1. The District may use non-bargaining unit bus drivers for field trips, non-routine trips, trips not requiring use of school bus and when no bargaining unit driver is available.
2. Bus drivers will be scheduled as needed by the District to transport students to curricular activities.
3. Bus wait time will be paid at minimum wage.
4. A driver scheduled for an evening trip outside regular transportation hours or for Saturday or Sunday work, whose work is cancelled with less than two hours notice before the scheduled trip shall receive two (2) hours of pay.

ARTICLE 9 - EMPLOYMENT PRACTICES

A. Vacancies

Vacancy defined: Any position that the Board determines is open due to the promotion, retirement, resignation, termination, death of an employee or the creation of a new position.

1. When the Board determines that a vacancy exists, the vacancy shall be posted electronically on the School District's website. Postings shall include the date of posting, position available, requirements for the position, deadline for application, anticipated starting date, and salary range stated "as per the negotiated agreement".
2. Length of Posting - All openings shall be posted for a minimum of three (3) working days during the regular school year and seven (7) days during the summer recess. Employees desiring the position will submit a request to the Superintendent or designee in writing within five (5) working days of the posting date.
3. Filling of Vacancies - When filling a vacancy within a classification, seniority shall prevail, where qualifications are equal. The Superintendent will assess qualifications based on the applicant's demonstrated knowledge, skills and ability, prior job performance, and work record and the Superintendent shall use discretionary ability to hire the most qualified candidate.

17

4. Notification - The Board agrees to notify the Association when vacancies occur by providing the Association President a copy of all vacancies posted.

B. Seniority

1. Seniority Defined - Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences.
2. District-Wide Seniority - District seniority is determined by the amount of continuous service an employee has with the Board beginning with the most recent date of permanent employment.
 - a. Ties in seniority shall be broken by the following method to determine the most senior employee:

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Union representative.
3. Classification Seniority - Classification seniority is determined by the amount of continuous service an employee has with the Board in a particular classification computed from the latest date of appointment to present classification.
4. Classification Defined - Classification shall be:
 - a. Custodians
 - b. Warehouse/Grounds
 - c. Maintenance
 - d. Cafeteria 1st Cook/Helper
 - e. General Office/Secretary
 - f. Cashier
 - g. Aide
 - h. Bus Driver
5. Seniority Accrual While On Leaves - Seniority shall not accrue through a leave of absence, however, seniority accrued prior to a leave of absence shall be credited to an employee upon return to employment from leave of absence.
6. List for the Association - The District shall provide each bargaining unit member the current list of District and classification seniority for all employees in the bargaining unit by October 1 each year. The CCVASE president shall be provided any updates to the list within twenty (20) workdays. Any bargaining unit member believing there is an error in the list or updated list must within twenty (20) days request a meeting with the

18

- d. Cafeteria 1st Cook/Helper
- e. General Office/Secretary
- f. Cashier
- g. Aide
- h. Bus Driver

3. As an alternative to lay off, the Board may, with Association consent, change the classification of employees otherwise slated for layoff who are qualified to fill other, necessary, positions in the District. The operation of this subsection shall not be grievable.
4. Recall Rights - Those employees laid off shall be reinstated to employment in the same classification, or if unavailable, will be considered for any other classification they previously held and are deemed qualified by the Superintendent, when a position is again declared vacant in that classification and current employees have exhausted the opportunities for advancement/transfer. Employees with the highest seniority by date of district employment shall be eligible for re-employment. Eligibility for re-employment is limited to a maximum of two (2) years from the date of layoff.
5. Method of Notifying Laid Off Employees of Recall - Employees being recalled shall be notified by U.S. Certified mail to the address on file with the Board within five (5) working days.
6. Time Limits to Respond to Recall - Recalled employees must respond within ten (10) working days of the notification being sent to their address of records or they will forfeit their recall right. The employee(s) shall be responsible for maintaining their current address on file with the Board. Any laid off employee refusing recall shall forfeit any future recall right.

E. Disciplinary Action

1. Just Cause - Disciplinary action shall be for just cause and may include:
 - a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension without pay imposed by the Superintendent
 - d. Discharge from employment by the Board of Education
2. Progressive Discipline Principles
 - a. The employer agrees that principles of progressive disciplinary action will be followed with respect to minor offenses. The employer, however, reserves the right to apply more severe discipline to employees committing major infractions.

20

Administration to resolve the error, and will be accompanied by Association representation at the meeting. Any dispute unresolved after this meeting that is not submitted to Level III of the grievance procedure within twenty (20) days of the meeting shall be deemed forever waived.

C. Assignment/Transfer

1. Transfers - If an employee is involuntarily transferred, he/she shall be informed in writing of the reasons for the transfer.
2. Advancement to Longer Hours - Interested employees may request a transfer to longer-hour positions (when vacancies or new positions occur in their classification) in order of their classification seniority. Such employees, if not selected, will be informed in writing of the reasons for non-selection.
3. Members Rights if Position is Rejected - Employees may withdraw their request to be considered for a vacancy or transfer prior to the determination or awarding of the vacancy or transfer.
4. Probationary Period for Transferred Employee - An employee transferring to a different classification shall have up to thirty (30) working days probation as a trial period with no reprisal to return or be returned to his/her former position, classification, and pay within that time.

D. Bumping Rights (Reduction in Force)

1. If the Superintendent determines that it is necessary to reduce the number of employees or the regular hours of work of the employees, the least senior employee within the classification of lay off shall be laid off first unless the Superintendent determines that a less senior employee otherwise laid off possesses greater knowledge, skills or abilities necessary for performance of necessary and required work within the classification. The Superintendent's determination will be based on demonstrable criteria. The Superintendent shall provide the employee(s) with written notice of layoff or the reduction of hours.

An employee with classification seniority from a former position who holds more seniority within that classification, may elect to bump the least senior employee of the former classification, so long as the employee is qualified to perform the duties of the position of the bumped employee.

2. Classification shall be:

- a. Custodians
- b. Warehouse/Grounds
- c. Maintenance

19

- b. Nature of Violation - Progressive discipline shall take into account the nature of violation and the employee's record of discipline.
3. Just cause for disciplinary action shall include, but shall not be limited to:
 - a. incompetency
 - b. inefficiency
 - c. dishonesty
 - d. drug or alcohol use
 - e. immoral conduct
 - f. insubordination
 - g. discourteous treatment of the public
 - h. neglect of duty
 - i. absence without leave
 - j. failure of good behavior
 - k. any acts of malfeasance, misfeasance or nonfeasance
4. The employee may grieve to arbitration a suspension without pay of more than (3) work days or a termination. Suspensions of three (3) days or less are grievable to Level III, but may be grieved to arbitration only if the employee has previously received an earlier suspension of the same duration for the same offense. Verbal and written reprimands are grievable to Level III. Grievances must be filed within twenty (20) calendar days of receipt of official notice of the suspension or termination action and must be initiated at Level III of the grievance procedure. The grievance procedure is the exclusive remedy for appeal of disciplinary action.

F. Sequence of Contracts - Renewal and Non-Renewal

1. Newly hired employees shall be considered probationary and shall serve a one (1) calendar year probationary period. During this period and notwithstanding the Evaluation Article of this Agreement, the Superintendent may separate the employee by simply issuing the employee a written statement indicating the effective date of separation. A copy of the statement shall be sent to the Union President. If the employee does complete the probationary period, the employee shall be credited with all actual working days for seniority and benefits purposes. Separation during a probationary period may not be the subject of a grievance or other legal challenge.
2. Employees may agree to an extension of their probationary period, if an extension is offered by the Superintendent.
3. Employees shall be given individual contracts in the following sequence:
 - a. Up to one year limited contract ending June 30, which includes the probationary period.

21

- b. The second year contract issued by the Board shall be for two (2) years with the Board reserving the option of issuing a second one (1) year contract, before issuance of a two (2) year contract. Prior to the issuing a second-one year contract, the Board shall contact the Union President, notifying the President of the reasons for issuing a second one-year contract. The employee shall have the right to meet with the Superintendent or designee to discuss the reasons. Such action shall not be subject to a grievance or other legal challenge. This provision shall supercede the provisions of Ohio Revised Code §3319.061.
 - c. Continuing contract.
4. Any employee who works less than one hundred and twenty (120) school days while in a limited contract shall not be considered to have worked one (1) year, and shall begin the year of the contract sequence again the next year, if re-employed.
 5. An employee must provide the Board with thirty (30) days' notice of intent to resign from his or her position. The Board may, at its discretion, accept an employee's resignation tendered with less than thirty (30) days notice.

ARTICLE 10 - EMPLOYEE EVALUATION

A. Purpose

The purpose of a performance evaluation is to provide a method of communicating to the employee the judgment of his supervisor as to the quality of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance.

1. A joint management and association committee shall meet annually to review the evaluation procedure, process and forms. The intent of this committee is to ensure a district-wide uniform procedure and use of forms.

B. Evaluation Procedures

1. All non-probationary bargaining unit employees should be evaluated once every two (2) years on or before his/her anniversary date of employment. An employee who has not been evaluated during the preceding two (2) years shall be presumed to have acceptable performance. Such presumption, however, does not extend to incidents of misconduct or neglect of duty that have been dealt with through disciplinary action.

- c. Any unused portion of days earned will be allowed to accumulate to an aggregate of two hundred and forty (240) days. Any person with an accumulation of two hundred and forty (240) days on October 1, and files for retirement by June 1 will retain a balance of two hundred and forty (240) sick leave days, provided the individual has not used more than ten (10) days during the eight (8) months period prior to June 1 of their year of retirement.
 - d. Statement of days accumulated shall be included on each employee's paycheck.
 - e. The Superintendent may require that an employee provide adequate proof of medical necessity for any absence of over three (3) consecutive days, or where the absence may appear to be part of a pattern over three months. Such information will be considered confidential, and will be submitted only to the Superintendent or designee.
 - f. Any unused personal leave days will convert to sick leave to the maximum accumulation of two hundred and forty (240) days.
2. Purpose for which the accumulated days may be used:
 - a. Sick Leave - An unspecified number of days at full pay, not to exceed the employee's accumulation, may be used for the employee's illness, medical appointments, injury, confined by a doctor's order due to exposure to contagious disease, and complications resulting from pregnancy.
 - b. Illness or injury in the employee's immediate family.
 - c. Death in the employee's family - three (3) work days each year with full pay may be allowed in each case of death in the employee's immediate family. Additional days may be granted upon request to the Superintendent.
 - d. Absences from work must be reported as soon as possible. Procedures shall be established by each supervisor and will be given to the employee at the beginning of each year. Any changes to these procedures will be communicated before the effective date of the change. Methods for communicating absences will be identified by the supervisor, and may include AESOP, text messaging, e-mail, or phone calls.

2. Formal employee evaluations shall be accomplished through personal observation of the employee, personal observation of the employee's work, and input of the employee's supervisor.
3. When an evaluation is accomplished, the employee's performance shall be reviewed and discussed by the appropriate administrator with the employee he/she evaluates at a conference scheduled for that purpose. The employee shall sign a copy of the evaluation as evidence that such a review was conducted and shall receive a copy. The employee may submit a rebuttal in writing which shall be attached to the evaluation in the personnel file.
4. The employee shall be made aware through corrective action or otherwise, of any problems or deficiencies noted during employment. The administrator will develop with the employee specific approaches for correction of deficiencies with sufficient time for improvement prior to the next formal evaluation. The formal evaluation shall fairly reflect the current performance and improvement of the employee. If sufficient improvement is not demonstrated or if the employee requests, an additional evaluation(s) may be completed.
5. No language contained in the evaluation process shall give an employee an expectation of continued employment or that an employee's contract of employment requires cause for non-renewal.

D. Personnel Action Requirements

If the evaluator decides to recommend contract termination or any other adverse personnel action, the employee shall be given the reasons in writing at least fourteen (14) days prior to any official Employer action. An employee shall be entitled to Union representation at any conference held during this procedure where the employee will be advised of an impending adverse personnel action.

ARTICLE 11 - EMPLOYEE LEAVES

A. Sick Leave

1. Rate and method of accumulation

- a. Fifteen (15) work days with full pay shall be earned yearly as sick leave by each employee who works the regular school year.
- b. Five (5) days shall be credited on September 1 for beginning employees and all other employees at any time his/her accumulation has been exhausted. Such advancement will be charged against the sick leave the employee subsequently accumulates.

3. Definitions

- a. Immediate family is defined as meaning spouse, children, stepchildren, brothers, sisters, fathers, mothers, stepparents, parents-in-law, grandparents, grandchildren, and any person living in the same household as the employee.
- b. The Superintendent may approve additional sick leave use upon employee request for good cause shown.
- c. Year - the year shall be from July 1 to June 30.

4. Sick leave will be deducted from the employee's total accumulation for the time used, in minimum increments equal to one (1) hour.

B. Personal Leave

1. Rates and Procedures

- a. Three (3) days of personal leave with full pay may be approved by the Superintendent or his designee for each employee each school year. Five (5) days notice shall be given except in cases of emergency. All requests will be submitted on leave report form. Personal leave may be granted in minimum increments of two hours.
- b. Unused days of personal leave are not accumulated from year to year.
- c. Any unused personal leave days will convert to sick leave to the maximum accumulation of two hundred forty (240) days.
- d. Personal leave days granted by the Superintendent shall be for the purpose of attending to emergency or unforeseen situations that require immediate attention, of the transaction of personal business that must unavoidably be scheduled on a school day with no further explanations.
- e. Religious Leave - The Superintendent may authorize leave with pay, upon application, for absence of employees, for the observance of religious faith.
- f. Personal leave, except in cases of extreme emergency, will not be granted on the following days:
- g. The first and last day of school.

- h. The school days preceding or following a day or days when school is closed for holidays or vacation periods.

C. Professional Meeting Leave

1. Attendance at professional meetings - an undefined number of days with full pay may be allowed for absence due to attendance at professional meetings. The meetings must be related to the work performed by the employee. The number of days and the value of the meetings are subject to the approval of the Superintendent.
2. Full pay may also be granted for other duties of a professional or civic nature. However, any compensation for such duties will be remitted to the Treasurer. The number of days and the nature of the duty are subject to the approval of the Superintendent.
3. Reimbursement for professional days as a part of an out-of-state extended leave must be requested in advance and a plan developed for presentation and report to staff.

D. Attendance In Court

1. Employees subpoenaed to appear before any court or summoned for jury duty during regular work hours shall be granted leave with pay, not charged to either personal leave or sick leave, from scheduled work to attend, unless the employee or the Union has a legal interest in the court proceeding. Employees shall be paid for appearance in court on behalf of the Board.
2. The employee must notify the Superintendent within two days after receipt of the subpoena or summons. The employee must submit a statement within two days of the court appearance. The statement must include: (1) the date and time in attendance at the proceeding; (2) the actual amount of compensation which was received as a result of the appearance, or, if no compensation was received, a statement so stating.
3. The amount of any fees or other compensation, less validated expenses (parking, lunch) shall be remitted by the employee to the office of the Treasurer before the end of the pay period in which the absence occurred.

E. Professional Development Leave

1. An employee who has completed five (5) years of service with the Board may, with the recommendation of the Superintendent and approval of the Board be entitled to a leave of absence, not to exceed one (1) year, for

26

5. The continuing contract status of any such employee shall not be adversely affected by maternity, adoption, or child care leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

C. Military Leave

The Board of Education will accord a leave of absence and pay pursuant to R.C. 5923.05 and other applicable law to qualifying employees on military leave. Those on military leave shall return to employment within two weeks of application for re-employment, or as soon as practicable under individual circumstances.

H. Health and Hardship Leave

1. The Board, upon the recommendation of the Superintendent shall permit a leave of absence, not to exceed one (1) year, which may be extended for one (1) additional year, for rest, restoration of health, or the alleviation of hardship involving themselves or their family.
2. Such leave may be renewed by the Board.
3. The Board is without authority to pay an employee any salary while on such leave.

I. Assault Leave

1. Any employee absent from regular duties because of a physical or mental disability resulting from an assault on the employee which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:
 - a. The maximum number of days for which assault leave shall be payable to any employee shall be forty-five (45) days.
 - b. The employee must furnish the Superintendent with a signed statement describing in detail all of the facts and circumstances surrounding the assault, including but not limited to; the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
 - c. The employee must submit to the Superintendent verification from an attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

28

improvement of job skills, or as part of an Individual Professional Development Plan, as determined by the Superintendent.

2. The employee shall present the Superintendent for approval an Individual Professional Development Plan for the proposed leave, and at the conclusion of the leave provide evidence that the plan was followed.
3. The Superintendent will not grant a leave under the following conditions:
 - a. A satisfactory substitute is not available.
 - b. Five percent (5%) of the employees staff are on such leave.
4. The Superintendent will not recommend to the Board a leave of absence to exceed one (1) year for each five (5) years of service nor grant leave a second time to the same employee when other employees have filed a request for such a leave.

F. Maternity/Child Care/Adoption Leave

1. The Board of Education may grant a leave of absence for maternity/adoption/child care, without pay, to any regularly employed staff member who has been employed for one (1) year or more.
2. An employee may request a leave of absence without pay for the purpose of maternity, child adoption, or child care. The written request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situation. The request shall state the anticipated length of absence desired by the employee.
3. The duration of such leave of absence will be no longer than one (1) year, but may be renewed by the Board upon request of the employee. The employee shall notify the Superintendent of intent to return from leave no later than March 15, if the intent is to return for the ensuing school year. Upon returning to the employment of the Board the employee shall return to the same position held at the time the leave commenced, if available; otherwise, the employee will return to an equivalent position within the employee's classification. The right to return from leave other than the beginning of the school year shall be dependent upon available opening in the employee's classification and approval of the Superintendent.
4. Employees shall have the right to continue to participate in all fringe benefit programs at the employee's expense during the leave period, subject to approval of the carrier(s) involved. The employer will be responsible for making any payments directly to the carrier.

27

- d. The employee must cooperate fully with the Superintendent and other public authority(ies) in the prosecution of the assailant(s). In the event the employee requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will provide the employee with an attorney selected by and paid by the Board to represent such employee in such matter. If other legal representation by the Board as approved in advance by the Superintendent of Schools.

- e. The employee shall be required to file for Workers' Compensation. Denial of Workers' Compensation shall not effect any benefits described elsewhere in this contract.

- f. It is the intent of this Article to provide for assault leave for employees who do not physically initiate the assault on their person. In case of a dispute as to whether or not an employee has physically initiated an assault and it is determined through either administrative hearing or court action that an employee did initiate the assault, the employee shall be required to either: (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the employee.

2. Assault leave shall not be chargeable against sick leave.

3. In the event the employee is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable for the board as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished by the employee receiving his/her regular compensation from the Board and executing the necessary form so that such Workers' Compensation is paid directly to the Board.

J. Family/Medical Leave

An employee may choose to use Maternity/Child Care/Adoption Leave under this Article - Family/Medical Leave, or FML for serious health condition(s) of self, spouse or other qualifying family member. Definitions, eligibility and other terms for FML shall be determined by federal law.

ARTICLE 12 - FRINGE BENEFITS

A. Health Insurance

1. The Board agrees to provide the same Group Insurance benefits - including major medical, dental, prescription drugs, diagnostic services,

29

emergency care or vision care -- to eligible employees as is or may be provided to full-time teachers in the current or any future Negotiated Agreement between the Board and the Clark County Vocational Education Association.

2. For employees regularly scheduled for eight hours of work per day, and who enroll in the group insurance plan, the Board will contribute 85% of the total premium cost of family or single coverage.

For employees regularly scheduled to work less than eight hours per day, the Board will contribute a pro-rated share of 85% of the total premium cost of family or single coverage, based on the number of hours the employee is regularly scheduled to work each day.

3. Upon notice of more than a 19% increase in health premiums, either party may reopen negotiations on health insurance.

B. Payment In Lieu of Health Insurance

An eight hour or more employee who declines or voluntarily withdraws from participation in the Springfield-Clark CTC health insurance plan for the entire benefit year will receive a no-insurance stipend of \$2,000. Payments to less than eight-hour employees will be pro-rated. Payment of the stipend will be included in the employee's second pay in June.

To be eligible for the stipend, the employee must complete and submit the form(s) indicating insurance choice to the Treasurer's office. Employees must notify the Treasurer's office of any changes in status that may affect eligibility or the amount of the stipend. An employee who has declined participation and is later enrolled and accepted in the Board plan shall receive the stipend on a pro-rated basis. The employee must demonstrate proof of other health insurance coverage for self and family (as appropriate).

C. Life Insurance

Forty-nine thousand dollars (\$49,000) double indemnity term life insurance for all full-time, annually contracted employees will be paid by the Board. Each employee shall be entitled to conversion privileges upon retirement with carrier approval. Employees who work past age 70 will have benefits reduced by the insurance provider's approved schedule available in the Treasurer's Office.

D. 125 Plan Cafeteria Plan

Employees may participate in the District's Section 125 Cafeteria Plan. The Board will contribute \$500.00 per participating employee per year.

30

D. Wage Step

Movement to the next step occurs after each calendar year the employee remains in the same classification. Any newly hired employee who works less than one hundred and twenty (120) school days while in a limited contract shall not be considered to have worked one (1) year, and shall begin the year of the contract sequence again the next year, if re-employed.

E. Errors

When an error is made in the amount of money paid by the Board to any employee or group of employees, the following steps shall apply:

1. Overpayment shall be deducted at the rate and over the same period of time that overpayment occurred or until employment terminates, whichever comes first. The employee shall be given two weeks written notice with full explanation before the deduction is to begin.
2. Underpayment shall be made completely and on the next scheduled pay. Underpayment of fifty dollars (\$50.00) or more, occurring through no fault of the employee, will be paid as soon as reasonably possible.

F. Pay Periods

Each employee shall receive his/her pay based on twenty six equal pays, except as warranted by the calendar. Regular pay days shall be alternate Fridays. When school is closed for a portion of the pay week for vacation or holiday, pay shall be on the last work day of that week. When school is open for two days or less during the week, this provision is not applicable.

G. Annuity Deduction

Deductions from employees who have tax sheltered annuities deducted from their pay checks shall have the deduction transmitted to the appropriate company within three working days from the date of the deduction.

H. Payment To SERS

1. An amount equal to the employee's contribution to the School Employees Retirement System shall be subtracted from the gross salary of each employee and paid directly to SERS on behalf of the employee.
2. The salary reduction method of SERS payment shall apply uniformly to all employees and no employees covered by SERS shall be exempt.

32

E. Severance Pay

Upon an employee's retirement from service with the Board, or death, if the employee has had at least ten years' service immediately prior to retirement with the Board, the employee will be paid for accumulated sick leave at one-fourth (25%) value of up to one hundred twenty (120) days, and for 20.833% value of sick leave days accumulated in excess of 120 days (up to the maximum accrual of 240 days). Such payment shall be based on the employee's rate of pay at the time of retirement or death. This payment eliminates all sick leave credit accrued by the employee at the time of retirement or death, and shall be made only once to any employee or the employee's beneficiary/estate. The maximum payment which may be made under this policy shall be for fifty-five (55) days.

F. Personal Vehicle Use

Approved use of a personal vehicle for District business will be reimbursed at the current IRS rate.

ARTICLE 13 - SALARY

A. Class Wage Tables

General Office	
Secretary	
Part Time Custodian	
Custodian, Warehouse Employee	
Maintenance	
Cafeteria	
First Cook	
Aide	Bus Driver

B. Wage Change

Wages will increase 1.0% for each year of this negotiated agreement.

There will be a \$750 payment made to each employee in a separate check the first payroll in December for 2013, 2014, and 2015. For the 2013, 2014, 2015 contract years there will be an additional \$100 added to an employee's 125 cafeteria plan.

C. Direct Deposit

All employees shall be required to receive their pay through Direct Deposit effective January 1, 2014.

31

I. Yearly Step

No employee may advance more than one step in any one year, or suffer a decrease in wages, as a result of the implementation of this article.

- J. Placement on the Salary Schedule: An employee who is involuntarily or because of medical necessity moved to a different pay schedule shall be placed on the step closest to their current rate of pay.

ARTICLE 14 - CRIMINAL RECORDS CHECK

- A. The parties acknowledge that state law requires the Board of Education to conduct criminal records checks of current employees, and of applicants prior to hire. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment or if such a conviction otherwise becomes known to the Board, the Superintendent or designee shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's or designee's decision in writing. The Superintendent's or designee's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent or designee.

- B. This article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with state law. The bargaining unit member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the termination of employees. The release of an employee pursuant to this Article is not subject to the grievance procedure.

- C. The Board may employ an applicant conditionally until it receives the results of the applicant's criminal records check.

ARTICLE 15 - GENERAL PROVISIONS

- A. The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity.
- B. This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit and constitutes the entire agreement of the parties. The Parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement as related to the wages, hours, and working conditions of the employees covered by this Agreement.
- C. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose

33

judgment or decree no appeal has been taken within the time provided for doing so, the remainder of the agreement shall remain in full force and effect. Any provisions found contrary to law shall be changed to conform with the law through the negotiation process.

G. This Agreement is effective July 1, 2013, and will remain in effect through June 30, 2016.

D. Acceptance of this agreement precludes further negotiations on any issues until the time specifically specified for resumption of formal negotiations as provided herein except when mutually agreed upon by both parties.

E. Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members. The employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the terms of individual contracts or state or local law or rule except to the extent and only to the extent that R.C. 4417.08 (A) or R.C. 4417.10 (A) do not allow a collective bargaining agreement to supersede or replace state law. Any benefits, terms or conditions of employment of state or local law are specifically waived and abridged by this Agreement except to the extent and only to the extent that R.C. 4117.08 (A) or R.C. 4417.10 (A) do not allow a collective bargaining agreement to supersede or replace state law. If any provision of this Agreement is or becomes legally invalid, only that provision shall be renegotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.

CLARK COUNTY VOCATIONAL
ASSOCIATION OF SCHOOL
EMPLOYEES
Debra Sellers 10-11-13
President Date

SPRINGFIELD-CLARK
CAREER TECHNOLOGY CENTER
BOARD OF EDUCATION
R. Smith 10/9/13
Superintendent Date

Shirley Young 10-14-13
Date

Shirley Young 10/14/13
Treasurer Date

Katherine Davis 10/14/13
Date

N/A
Business Manager Date

David M. King 10/14/13
Board of Education President Date

F. Upon a mandated change to this Agreement, the parties shall meet within thirty (30) days to negotiate the specific impact of such alteration, during which time all unaffected provisions shall remain in full force and effect. After a thirty (30) day period from the service of a written request to bargain by one of the parties if there is no agreement reached, the parties will be considered to have exhausted the obligation to bargain under this paragraph and shall be deemed to be at ultimate impasse. At such time the Association shall have the right to strike or not to strike in accordance with R.C. 4117.14 (D) 2, and the Board shall have the right to implement or not its last best offer on the subject(s) under negotiations.

APPENDIX A-1 - Level Two Grievance Complaint Form

APPENDIX A-2 - Level Two Grievance Decision/Response Form

Received by: _____
Date: _____

CLARK COUNTY VOCATIONAL ASSOCIATION OF SCHOOL EMPLOYEES

CLARK COUNTY VOCATIONAL ASSOCIATION OF SCHOOL EMPLOYEES

**LEVEL TWO GRIEVANCE
COMPLAINT BY AGGRIEVED**

**LEVEL TWO GRIEVANCE PROCEDURE
DECISION OF LEVEL II DESIGNEE**

(Must be filed with Level II Designee within ten (10) days following the informal discussion of the alleged violation.)

(To be Submitted to Grievant and Superintendent within 10 days of Hearing)

Aggrieved Person _____ Date of Formal Presentation _____
Home Address _____ Phone _____
School _____ Level II Designee _____

Date of Level II Hearing _____ (within 5 days of receipt by Level II designee)

DECISION OF LEVEL II DESIGNEE AND REASONS THEREFORE:
(To be submitted within 10 days of Level II hearing)

STATEMENT OF GRIEVANCE:

- Specify Section of Agreement violated: _____
- How violated: _____

Date of Decision _____ (Signature of Level II Designee)

Date received by Grievant: _____ Signature _____

RELIEF SOUGHT:

AGGRIEVED PERSON'S RESPONSE: (To be completed by Grievant within 10 days of receipt of decision).

- _____ I accept the above decision of the Level II Designee.
_____ I hereby refer the above decision to the Superintendent (or designee) for review and request that the grievance be moved to Level Three.

Date of Response _____ (Signature of Grievant)

(Signature of Grievant)

COPIES TO: LEVEL II DESIGNEE AND CCVASE

Appendix B-1 - Salary Schedule 2015-16

1	13.73	13.73	14.45	17.41	11.55	14.64	17.69	16.00	12.58	16.33
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
2	14.77	14.20	14.94	18.00	12.25	15.14	18.29	18.81	13.01	16.89
	1.0750	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340
3	15.49	14.96	15.43	18.59	12.86	15.64	18.89	19.22	13.44	17.44
	1.1280	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
4	16.19	15.13	15.82	19.19	13.06	16.13	19.49	19.84	13.86	18.00
	1.1790	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020
5	16.89	15.60	16.42	19.78	13.46	16.63	20.10	20.45	14.29	18.55
	1.2300	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360
6	17.55	16.06	16.91	20.37	13.96	17.13	20.70	21.06	14.72	19.11
	1.2784	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700
7	18.22	16.53	17.40	20.96	14.27	17.63	21.30	21.67	15.15	19.66
	1.3268	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040
10	19.51	17.66	18.58	22.39	15.24	18.93	22.75	23.15	16.18	21.00
	1.4212	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860
15	19.66	17.81	18.74	22.58	15.37	18.99	22.95	23.35	16.32	21.16
	1.4320	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972
20	19.94	18.09	19.03	22.93	15.81	19.28	23.30	23.71	16.57	21.51
	1.4513	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172
25	20.34	18.51	19.49	23.48	15.98	19.74	23.85	24.27	16.96	22.02
	1.4816	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485

Appendix B-1 - Salary Schedule 2013-14

1	13.45	13.45	14.17	17.07	11.61	14.35	17.34	17.64	12.33	16.01
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
2	14.47	13.91	14.65	17.85	12.00	14.84	17.93	18.24	12.75	16.55
	1.0750	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340
3	15.17	14.36	15.13	18.23	12.40	15.33	18.52	18.84	13.17	17.10
	1.1280	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
4	15.86	14.62	15.62	18.81	12.79	15.81	19.11	19.44	13.59	17.64
	1.1790	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020
5	16.54	15.28	16.10	19.39	13.19	16.30	19.70	20.04	14.01	18.19
	1.2300	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360
6	17.19	15.74	16.58	19.97	13.58	16.79	20.29	20.64	14.43	18.73
	1.2784	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700
7	17.85	16.19	17.08	20.55	13.98	17.28	20.88	21.24	14.85	19.28
	1.3268	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040
10	19.12	17.30	18.22	21.95	14.93	18.45	22.30	22.69	15.86	20.59
	1.4212	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860
15	19.28	17.45	18.38	22.14	15.06	18.61	22.49	22.88	15.99	20.77
	1.4320	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972
20	19.53	17.72	18.66	22.48	15.29	18.80	22.84	23.24	16.24	21.09
	1.4513	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172
25	19.93	18.14	19.11	23.02	15.66	19.35	23.38	23.79	16.63	21.59
	1.4816	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485

Appendix B-1 - Salary Schedule 2014-15

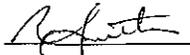
1	13.59	13.59	14.31	17.24	11.73	14.49	17.51	17.82	12.45	16.17
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
2	14.62	14.05	14.80	17.83	12.13	14.98	18.11	18.43	12.87	16.72
	1.0750	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340	1.0340
3	15.33	14.61	15.28	18.41	12.53	15.48	18.70	19.03	13.30	17.27
	1.1280	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
4	16.02	14.98	15.77	19.00	12.93	15.97	19.30	19.64	13.72	17.82
	1.1790	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020	1.1020
5	16.72	15.44	16.26	19.58	13.33	16.46	19.88	20.24	14.14	18.37
	1.2300	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360	1.1360
6	17.37	15.90	16.74	20.17	13.72	16.95	20.49	20.85	14.57	18.92
	1.2784	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700	1.1700
7	18.03	16.36	17.23	20.76	14.12	17.45	21.08	21.46	14.99	19.47
	1.3268	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040	1.2040
10	19.31	17.48	18.40	22.17	15.08	18.63	22.52	22.92	16.01	20.79
	1.4212	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860	1.2860
15	19.46	17.63	18.56	22.35	15.22	18.80	22.71	23.12	16.15	20.98
	1.4320	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972	1.2972
20	19.73	17.90	18.86	22.71	15.45	19.09	23.06	23.47	16.40	21.30
	1.4513	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172	1.3172
25	20.13	18.33	19.30	23.25	15.82	19.54	23.61	24.03	16.79	21.81
	1.4816	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485	1.3485

APPENDIX C - CALAMITY/CANCELLATION MATRIX

Employee	Employee	Simple Cancellation, Weather or other Event	Level 1 Weather Related Cancellation Event	Level 2 or 3 Weather Related Cancellation Event	Cancellation over Consecutive Days
BUILDING ADMIN/TEAM Kimberly Sarah Erin	This group will report at a later time to be determined by them & the superintendent and will work 4 hours.	This group will report at a later time to be determined by them & the superintendent and will work 4 hours.	This group will report at a later time to be determined by them & the superintendent and will work 4 hours.	This group will determine with the superintendent if they need to report during consecutive cancelled days of school.	
BUILDING SECRETARIES Melissa Sarah	Does Not Report	Does Not Report	Does Not Report	Does Not Report	
CASHIER Kimberly Kimberly Karen	This group will report at a later time to be determined by them & their supervisor. This group will generally work 4 hours.	Determined by day of event. Most days will result in this group not reporting.	Does not report	This group will determine with their supervisor if they will need to report during consecutive cancelled days of school.	
SCHOOL SECRETARY Karen	This group will report at a later time to be determined by them & their supervisor. This group will generally work 4 hours.	Determined by day of event. Most days will result in this group not reporting.	Does not report	This group will determine with their supervisor if they will need to report during consecutive cancelled days of school.	
EMIS/AMHS Ashia	This group will report at a later time to be determined by them & their supervisor. This group will generally work 4 hours.	Determined by day of event. Most days will result in this group not reporting.	Does not report	This group will determine with their supervisor if they will need to report during consecutive cancelled days of school.	
CUSTOMERS Ashia	This group will report at a later time to be determined by them & their supervisor. This group will generally work 4 hours.	Determined by day of event. Most days will result in this group not reporting.	Does not report	This group will determine with their supervisor if they will need to report during consecutive cancelled days of school.	
MAINTENANCE & CUSTODIAL Jason John Katrina Pat	This group will report as determined by them, Anthony and Dave.	Anthony and Dave will determine reporting time.	Does not report	This group will determine with their supervisor if they will need to report during consecutive cancelled days of school.	

Memorandum of Understanding Regarding Delays

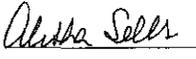
In the event that the school is on a delay, those employees who have to report to school to work during the delay may either leave the equivalent amount of time early on that day or take those hours equivalent to the delay within the following week if the supervisor deems it necessary for the employee to stay on said day.


Board

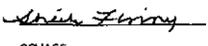
9/6/13
Date


Board

9-6-13
Date


CCVASE

9-6-13
Date


CCVASE

9-6-13
Date