



10-27-15  
14-CON-03-2251  
2251-03  
K32626

---

**NEGOTIATED AGREEMENT**

---

between the

**CUYAHOGA FALLS CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME-AFL-CIO LOCAL #111**

JULY 1, 2014 THROUGH JUNE 30, 2017



## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
--	Preamble .....	1
1	Recognition .....	1-2
2	Scope of Negotiations .....	2
3	Negotiating Procedure .....	2-3
4	Grievance Procedure .....	3-6
5	Compensation .....	7-13
	A. Temporary Appointments Pay .....	7
	B. Overtime .....	7
	C. Extra Curricular Use of Kitchens .....	7
	D. Salary Placement .....	7
	E. Annual Increments .....	8
	F. Schedule of Payments .....	8
	G. Credit Union Deductions .....	8
	H. Workers' Compensation .....	8
	I. Holidays .....	8-9
	J. Vacation – Service Employees .....	9-11
	K. Severance Pay .....	11
	L. Cash Payment Early Retirement Incentive .....	11
	M. Wage Schedules .....	12
	N. Direct Deposit of Pay .....	12
	O. Payroll Withholding Exemptions .....	12
	P. Parent/Teacher Conferences and Last Day of School .....	12
	Q. Work for Attendants When Assigned Student(s) are Absent .....	12-13
	R. Mileage Reimbursement .....	13
	S. Attendant Levels .....	13
	T. Pay the Cost of Requested Workshops .....	13
6	Absence from Duty and Leaves of Absence .....	14-20
	A. Sick Leave .....	14-16
	B. Absence Not Considered Sick Leave .....	16-17
	C. Federal Family and Medical Leave Act of 1993 .....	17
	D. Medical Leave .....	17
	E. Assault Leave .....	18
	F. Absence in Response to Jury Summons/Jury Duty .....	19
	G. Personal Leave .....	19-20

<u>ARTICLE</u>		<u>PAGE</u>
7	Insurance Benefits.....	20-24
	A. Medical/Prescription Drug Insurance .....	20-22
	B. Dental Insurance .....	22
	C. Life Insurance .....	22
	D. Application Procedure .....	22-23
	E. Records .....	23
	F. Insurance While on Workers' Compensation Leave .....	23
	G. Cash Incentive to Opt Out of Insurance Plans .....	23
	H. Joint Insurance Committee .....	24
8	Personnel.....	24-31
	A. Definition of Seniority .....	24
	B. Service Year.....	24-25
	C. Work Period.....	25
	D. Notification/Filling of Openings.....	25-27
	E. Emergency Closing of Schools.....	27-28
	F. Probationary Period .....	28
	G. Regular Employees filling in for an Absent Employee .....	28-29
	H. Employee Evaluation .....	29
	I. Disciplinary Action.....	30
	J. Personnel Records.....	30
	K. Job Descriptions.....	30
	L. Distribution of Medication and Medical Procedures .....	31
	M. Paraprofessional Certification.....	31
9	Union Provisions.....	31-33
	A. Payroll Deduction of Union Dues.....	31-32
	B. Agency Shop.....	32
	C. Union Time .....	33
	D. School Calendar .....	33
10	Reduction in Force/Recall Procedures.....	33-35
11	College Tuition .....	35
12	Additional Provisions.....	35-36
	A. Labor-Management Committee .....	35-36
	B. Legal Limitations.....	36
	C. Amendment.....	36
	D. Employee Assistance Program .....	36
	E. First Aid Training .....	36

<u>ARTICLE</u>	<u>PAGE</u>
13	Duration and Intent of Agreement .....36
14	Signatures.....37

Appendices

A	Grievance Form .....38
B	Hourly Wage Rate Schedule (Effective July 1, 2014 through June 30, 2015).....39
C	Sick Leave Donation Request.....40
D	Sick Leave Donation Notice .....41
E	Work Days Schedule..... 42-43
F	Classifications/Pay Grade/Position.....44
G	College Tuition Reimbursement Application Form .....45

## PREAMBLE

This Agreement effective the 1<sup>st</sup> day of July, 2014, through June 30, 2017, by and between the Cuyahoga Falls City School District Board of Education, hereinafter referred to as "Board," and the Ohio Association of Public School Employees/AFSCME-AFL-CIO and OAPSE Local #111, hereinafter referred to as the "Union" or "OAPSE."

## ARTICLE 1 – RECOGNITION

- A. During the period of this Agreement, the Board recognizes the Union as the sole and exclusive agent for all Status I, Status II and Status III employees in the following bargaining unit:
1. Cafeteria Employees
  2. Office Employees
  3. Study Hall Monitors
  4. Education Paraprofessionals
  5. Attendants
- B. Administrative secretaries, assistant treasurer, student workers, noon monitors, casual or seasonal employees, one (1) payroll supervisor, and casual substitutes are excluded from the bargaining unit.
- C. Activities by employees in regard to and by the Union shall be free from any interference, influence or pressure by either the Board or its representatives and/or by the Union and its representatives. Activities by employees in regard to and by employee organizations shall be so conducted that they do not interrupt the normal operation of the District.
- D. Membership of employees in the Union shall not be required as a condition of employment, re-employment, or promotion in the Cuyahoga Falls City School District.
- E. Nothing stated or implied in this Agreement shall abridge the right of an individual employee to discuss with the Superintendent, other administrative staff members, or the Board, matters relating to contract, salary or other items of employment of the individual employee, provided however, that such discussions do not infringe upon negotiating procedures agreed upon by the Board and the Union.
- F. Definition of Status of Employees
1. Status I  
  
Status I employees shall be defined as all regular bargaining unit member employees who are appointed on an annual or regular basis and who perform six (6) or more hours of service daily, exclusive of overtime or additional hours required on a special or temporary basis. However, attendants who are Status I employees will pay twenty percent (20%) of the premium.

2. Status II

Status II employees shall be defined as all regular bargaining unit member employees who are appointed on an annual or regular basis and who perform less than six (6), but three (3) hours or more of service daily, exclusive of overtime or additional hours required on a special or temporary basis.

3. Status III

Status III employees shall be defined as all regular bargaining unit member employees who are appointed on an annual or regular basis and who perform less than three (3) hours of service daily, exclusive of overtime or additional hours required on a special or temporary basis.

- G. A substitute employee is a non-regular employee who is taking the place of a regular employee.
- H. If the Board establishes a new job classification which has a community of interest with other classifications in the bargaining unit, then the job shall be included in the bargaining unit. Should there be any question concerning placement of the new position or classification in the bargaining unit, or its possible exclusion, the Union and the Board shall meet to discuss same at the Union's request. The Union shall receive advance written notification if a position's job title, hours, or pay range is modified.

**ARTICLE 2 – SCOPE OF NEGOTIATIONS**

Both parties agree to negotiate matters pertaining to salaries, hours and working conditions.

**ARTICLE 3 – NEGOTIATING PROCEDURE**

A. Negotiating Procedure

Either the Union or the Board may initiate negotiations by letter of submission forwarded to the other party at any time during the twelve (12) month period prior to the expiration of the Agreement. Unless the parties agree to use the FMCS IBB process, the first negotiations session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives, exclusive of the Union's field representative or the attorney for the Board.

B. Dispute Settlement Procedure

- 1. If after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall

join in a joint request. This is the exclusive mutually agreed upon dispute settlement procedure in accordance with O.R.C. §4117.14(D)(2)(e) and shall replace and supersede the settlement procedures set forth in O.R.C. 4117.14.

2. The period of mediation will extend for at least ten (10) calendar days beyond the initial mediation session.

C. Agreement

1. Within twenty (20) working days of reaching tentative agreement, the Board shall produce a final draft outlining the new/changed additions/deletions. All new changed language will be in bold print, any deletions shall be lined out. However, both parties will be ratifying the signed tentative agreement documents which shall become the final agreement.
2. Within thirty (30) days of the parties ratifying the Agreement, the Board shall print the final draft of the Agreement including a table of contents, all appendices, and a signature page which shall be proofread by both parties.
3. A copy shall be provided to all bargaining unit members, with twenty-five (25) additional copies provided for the Local Union. The cost of printing shall be shared equally by the parties.

**ARTICLE 4 – GRIEVANCE PROCEDURE**

Should misunderstandings arise as to the application of the provisions of this Agreement, the Board and Union subscribe to the principle that such misunderstandings should be resolved at the lowest possible level and as quickly as possible. In more difficult or complex matters, it is desirable to have a procedure which provides for an orderly, fair resolution of the problem. To this end, both parties to this Agreement establish and endorse the following definitions and procedures:

A. Definitions

1. “Grievance” means a claim that this Agreement has been violated, misinterpreted, or misapplied. Matters not arising under this Agreement shall not be subject to the grievance procedure.
2. “Grievant” means any person or group of persons filing a grievance.
3. Time limits may be extended only by written mutual agreement. Failure to file a grievance or appeal a grievance to the next step of the procedure within the applicable time limit shall result in a waiver of the grievance. Failure to respond to a grievance within the applicable time limit shall result in the automatic advancement of the grievance to the next level of the procedure.

B. Step I – Informal conference with immediate administrator regarding problem.

1. An employee seeking to initiate a grievance or resolve a misunderstanding shall within fifteen (15) working days of the time the grievant knew or should have known of the occurrence which constitutes the basis of a grievance or misunderstanding, inform his/her immediate administrator in writing to schedule a conference to informally discuss the misunderstanding or basis for the grievance and the adjustment one seeks. Building principals may be involved in conferences where the problems being discussed affect or are likely to affect the building operation.
2. A conference to discuss the problems will be conducted within five (5) working days after request of the conference by the employee.
3. The administrator will give a decision to the employee within five (5) working days after the conference.
4. The decision may be appealed within five (5) working days after the receipt of the administrator's decision.
5. All misunderstandings or grievances must be initiated on Step I before such misunderstandings or grievances may proceed to Step II or beyond.

C. Step II – Review by the Director of Business and Operations.

1. If the grievant is dissatisfied with Step I, the grievant shall submit a completed Grievance Report Form (Appendix A) to the Director of Business and Operations.
2. A conference will be scheduled within five (5) working days after receipt of the written appeal.
3. A conference will be held with the employee and other interested parties at which time all parties may present information relative to the problem under study. The employee may invite a Union representative to help prepare and present information at this hearing. Several conferences may be necessary to review all information and circumstances.
4. A written decision and an explanation of the reasons for the decision will be forwarded from the Director of Business and Operations to the employee within five (5) working days of the last conference.
5. An appeal of the Step II decision may be made in writing within five (5) working days after receipt of the decision and forward all copies of all pertinent documentation to the Superintendent or designee.

D. Step III – Review by the Superintendent or designee.

1. Upon receipt of an appeal in writing of the decision of the Director of Business and Operations, the Superintendent or designee will confer with the parties involved.
2. The decision will be communicated in writing to the employee and other administrators involved in the proceedings within ten (10) working days after receipt of the appeal.
3. An appeal of the Superintendent's or designee's decision may be made within five (5) days of the receipt of the decision.

E. Step IV – Mediation

1. The Union may, within fifteen (15) work days after receipt of the Step III response, notify the Superintendent or his/her designee, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the grievance to arbitration. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.
2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party filing a grievance or any member of a grievance committee.
3. Nothing contained in these procedures shall be construed as limiting the individual right of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels for communication.
4. Either the Union President, Vice President or Grievance Chairperson shall be allowed to attend administrative-initiated grievance hearings during working hours without loss of pay. Furthermore, the aggrieved employee, his/her representative, and any necessary witness shall not lose any regular straight time pay for any time off the job while attending any grievance hearing or arbitration proceedings.
5. Grievance mediation procedures shall be as follows:
  - a. The parties shall mutually agree to utilize the service of FMCS to mediate.
  - b. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.

- c. If requested, the mediator, at the conclusion of the mediation meeting, shall issue an oral opinion of the resolution of the grievance which if acceptable, may be memorialized by the parties.
- d. If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
- e. The comments and opinions of the mediator, and any settlement offer put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
- f. Costs for mediation shall be shared equally by the Union and the Board.

F. Step V – Arbitration

- 1. Within ten (10) working days following the receipt of the written decision from the Superintendent, the grievant may request the issue be submitted to arbitration by submitting a written request to the President of the Local Union and the Superintendent. The President and the Superintendent shall, within five (5) working days, jointly request the services of the Federal Mediation and Conciliation Services for a list of seven (7) arbitrators. The arbitrator may be selected by common agreement from the list or by the striking process with the final remaining name being the arbitrator. The person striking first shall be determined by a coin toss.
  - 2. The arbitrator shall make a written report and advisory recommendations in triplicate to the aggrieved, the Superintendent, and the President of the Local Union. The report and recommendations shall be issued as soon as possible but in no event more than fourteen (14) days after the initial hearing. The arbitrator shall be required to determine a losing party. The cost of the arbitrator's services shall be borne by the losing party.
- G. The Union shall have an opportunity to be present at a grievance hearing when the grievant has no representation. Any settlement of a grievance shall not be contrary to the terms of this Agreement.
- H. Employees desiring representation may only be represented by the Union at all levels of the grievance procedure. The Union agrees to indemnify and to hold the Board harmless from any liability or damages the Board may suffer as a result of any and/or all claims, demands, costs, settlements, charges, or judgments against the Board arising from the application and operation of this provision.

## ARTICLE 5 – COMPENSATION

### A. Temporary Appointments Pay

1. When an employee is on extended leave due to illness or other authorized absence and a regular employee is assigned as a substitute, the substitute shall receive the rate of pay for the position in which he/she substitutes. All assignments of temporary employees must be in writing on the appropriate form.
2. This occurs when an illness or other absence requires the employee to be off work for at least three (3) consecutive working days. The temporary appointments pay will begin on the fourth day.
3. If an absence is scheduled or known to extend beyond five (5) consecutive work days, the employee assigned to substitute in a higher rated position shall be paid the higher rated positions hourly rate of pay from the first day of assignment. Notification will be made to the Board's treasurer on the appropriate form

### B. Overtime

1. Any approved service in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated for at the rate of one and one-half (1½) times the regular rate for the period involved.
2. Except in the cases of emergency or in situations covered by policies and regulations, all overtime service must be approved in advance by the Superintendent or designee.

### C. Extra-Curricular Use of Kitchens

Cafeteria personnel are to be present when a kitchen is in use for the purpose of food preparation for extracurricular functions at K-8 buildings. At the High School, cafeteria personnel are to be present when a kitchen is in use for extra-curricular functions. Personnel required (a minimum of one (1) and a maximum determined by the Food Services Supervisor) are paid accordingly for the time they work. A minimum of three (3) hours is standard unless it is an extension of their standard day and then it will be actual time worked.

### D. Salary Placement

1. Upon promotion within the employee's classification series, a bargaining unit member shall be placed on the same step of the new classification.
2. Upon assignment outside the employee's classification series, a bargaining unit member shall be placed in the appropriate pay range of the new position at an experience step which will result in the minimum wage increase. If the assignment results in no change in pay grade, the employee shall remain on the same pay step.

E. Annual Increments

All annual increments will be effective on July 1<sup>st</sup> of each year. To be eligible for an increment a support staff member shall have completed six (6) months satisfactory service prior to July 1.

F. Schedule of Payments

1. There will be twenty-six (26) substantially equal payments except for employees who work variable hours. Such employees shall be paid on the basis of actual hours worked.
2. In years when employees who prepare time sheets would experience a three (3) week lapse between the twenty-sixth (26<sup>th</sup>) payment of the previous school term and the first (1<sup>st</sup>) payment of the succeeding school term, these employees shall receive twenty-six (26) substantially equal payments plus a one-week payment to avoid this lapse.

G. Credit Union Deductions

Credit Union Deductions may be made from more than one (1) payroll every month if desired and requested by an employee. The number of said changes shall be limited to three (3) individuals per fiscal year (July 1 through June 30), except that an employee who has had a change in marital status as a result of death, divorce, dissolution of marriage, or the unemployment of a spouse may make additional changes.

H. Workers' Compensation

1. Workers' Compensation is designated to cover the expenses of accidents which occur on the job. In the event of an injury arising out of the accomplishment of assigned duties, claims shall proceed in accordance with current laws, regulations and procedures.
2. The employee has the option to use sick leave or waive using sick leave on absences related to on the job accidents in accordance to the Workers' Compensation laws, regulations and procedures.

I. Holidays

1. All nine (9) and ten (10) month employees shall receive the following paid holidays:  
  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day

Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day  
Day before or day after Christmas (as designated by the Superintendent or designee)  
Day before or day after New Year's Day (as designated by the Superintendent or designee)

2. In addition to the above named holidays, twelve (12) month employees shall also receive Independence Day (July 4).
3. When an employee is required by his/her responsible administrative supervisor to work on any of the paid holidays, he/she shall be paid his/her regular salary plus the overtime rate for hours worked.
4. If the holidays falls on Saturday, the preceding Friday shall be the designated holiday. If the holiday falls on Sunday, then the subsequent Monday shall be the designated holiday.
5. Any employee shall be entitled to receive pay for a holiday if he/she worked or was paid on either his/her scheduled work day before or after the holiday or was properly excused on either or both of those days.

J. Vacation – Service Employees

1. Each full-time twelve (12) month employee, including full-time, hourly rated and per diem employees, after qualifying as such, shall be entitled during each year thereafter while continuing in the employment of the Board, to vacation leave with full pay according to the following schedule:
  - a. After one (1) year through five (5) years of completed service – two (2) weeks.
  - b. After six (6) years through ten (10) years of completed service – three (3) weeks.
  - c. After eleven (11) years through fifteen (15) years of completed service – four (4) weeks.
  - d. After sixteen (16) years or more of completed service – five (5) weeks.
2. All vacation time is exclusive of holidays as defined in this Agreement.

3. In determining years of service for vacation purposes, the following procedure shall be used:
  - a. The anniversary date for vacation purposes shall be July 1.
  - b. For new employees, the anniversary date for vacation purposes shall be the July 1<sup>st</sup> following their date of hire. Vacation credit earned between the initial date of hire and the initial July 1<sup>st</sup> following their employment shall accumulate on a pro-rata basis. For said employees, the accumulated prorated vacation may be used in accordance with this procedure after the initial July 1<sup>st</sup> following their employment.
4. Persons regularly employed for less than eight (8) hours but at least four (4) hours or more per day will be entitled to a vacation based on the above criteria at their normal rate of compensation and basis of employment.
5. Vacations are not to be taken one (1) week prior to or one (1) week after the close of the school term, or two (2) weeks prior to or one (1) week after the opening of school in the next school term. Vacation may not be taken on inservice days.

Twelve month employees may take vacation time at any time upon approval of the building principal/immediate supervisor.

6. Employees may be permitted upon approval of the Superintendent or designee to take vacation at any "down time" to include, but not be limited to, Winter or Spring recess. Employees with three (3) weeks vacation or more may make a request in writing to the Superintendent or designee to carry one (1) week of vacation or in lieu of such carryover, the employee may be paid up to one (1) week of vacation time per year. The one (1) week of carryover vacation, if approved, may not be accumulated from year to year. Employees with three (3) weeks vacation or more may request it at any other time during the school year from the Superintendent or designee, but it may not interfere with the operation of the building or school system.
7. All vacation requests for the following service year will be submitted on a form provided by the Administration on or about April 1. The request form must be returned to the Superintendent or designee by April 30 for approval or disapproval in writing by the Administrator. All vacation additions or corrections must be made on the proper form and approved in writing by the Superintendent or designee.
8. Vacations for employees resigning for the purpose of retirement may be reimbursed in a lump sum payment for the current year's earned vacation.
9. Scheduling of vacations is on a seniority basis by classification. An employee may take all or any part of the accumulated vacation at one (1) time during the summer months. The only restriction is that one (1) of the secretaries in the High School be on duty.

10. Employees transferring from nine and one-half (9½) or ten and one-half (10½) months employment to annual (twelve (12) month) positions receive vacation credit of total months worked divided by twelve (12) rounded upward to the nearest number of years if six (6) months or more.

K. Severance Pay

1. An employee of the Board, upon retirement from active service under provisions of the appropriate public employees retirement system, shall receive severance pay equal to one-fourth (¼) of his/her accumulated Sick Leave days up to 51 days (204 x .25).

Additionally, the employee shall receive one tenth (1/10) of his/her accumulated sick leave beyond 204 accumulated days to a maximum twelve (12) additional days of paid severance. Said payments shall be based on the per diem rate at the time of leaving active service.

2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, provided that the employee has been in the District for at least ten (10) years and meets or exceeds the age and/or service requirements of the appropriate retirement system.
3. The above payments shall be exempted from deductions except as provided by law.

L. Cash Payment Early Retirement Incentive

1. Status I employees who retire within the first twelve (12) months after they first become eligible to retire under SERS (30 years at any age; 25 or more years at age 55; or 5 or more years at the age 60) shall receive thirty percent (30%) of their final year's salary. Status II employees who retire under these conditions shall receive a fifteen percent (15%) benefit.
2. Each eligible employee shall receive his/her severance pay in one (1) lump sum payment immediately after the effective date of leaving active service with the Board.
3. Tax sheltered annuity contributions can be made for severance and retirement bonus payment in accordance with IRS regulations.
4. This provision expires June 30, 2013 and no longer applies after June 30, 2013.

M. Wage Schedules

Wage schedule for the term of this Agreement appears in Appendix B of this Agreement.

July 1, 2014 – June 30, 2015                      2% increase on base

July 1, 2015 – June 30, 2016\*

July 1, 2016 – June 30, 2017\*

\*If at any time during the contract, if CFEA and all its members, Local 100 and all its members, receive any additional compensation or fringe benefit that increases the general fund expenditures beyond what is currently provided, OAPSE and the administration shall meet to implement the additional compensation and/or negotiate how the enhancement should be provided in the OAPSE negotiated agreement similar to what was provided to the other employees referenced in this section. Step advancement will resume beginning with the 2014-15 school year.

N. Direct Deposit of Pay

Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit.

O. Payroll Withholding Exemptions

A member of the bargaining unit may change the number of personal exemptions claimed by such employee for Federal income tax withholding purposes, a maximum of two (2) times per year, except that a bargaining unit member who has had a change in marital status as a result of death, divorce, dissolution of marriage, or the unemployment of a spouse may change their exemptions because of their change in circumstances.

P. Parent/Teacher Conferences and Last Day of School

1. Employees who are not requested to work on parent/teacher conference days shall not be compensated for such days.
2. The schedule of secretaries on the last teacher day shall be the normal school calendar but can be changed by mutual agreement of the Building Principal and employee.

Q. Work for Attendants When Assigned Student(s) are Absent

1. The attendant will contact the secretary of the Director of Business and Operations to report off work and for substitute assignment when the assigned student is confirmed absent. The absence of a student does not excuse an attendant from reporting to work.

2. The Board agrees to offer attendants other available bargaining work in the following order of priority:
  - a. Attendant
  - b. Educational Paraprofessional
  - c. Study Hall Monitor
  - d. Secretary
  - e. Food Service Assistant
  - f. Other available work as offered by the Administration
3. If there are no assignments available the attendant will be paid for a minimum of three (3) hours of work assigned by the building principal.
4. For this work, attendants shall be paid at their regular attendant rate. Attendants shall have the right to refuse the work offered without prejudice, but shall not be paid unless actual work is performed.

R. Mileage Reimbursement

Any bargaining unit member required to travel during the workday between buildings of the District as part of their regular assigned schedule shall receive compensation according to the following schedule:

1. Employees who are assigned to travel between two (2) buildings shall receive quarterly compensation of thirty-two dollars (\$32.00) for time traveled during that quarter.
2. Employees who are assigned to travel among three (3) buildings shall receive quarterly compensation of forty-five dollars (\$45.00) for time traveled during that quarter.

S. Attendant Levels

There will be two levels of student attendants as determined by student needs and as defined in the job description.

Attendant I - Intermittent Student Support  
Attendant II - Intense Student Support

T. Pay the Cost of Requested Workshops

If a bargaining unit member is requested by the Superintendent/designee to attend a class, workshop or seminar that is related to his/her work function, the Board will pay for the cost of the class, workshop or seminar.

If the approved class, workshop or seminar occurs after normal school/work hours, the employee will be compensated for his/her attendance time at their appropriate hourly rate. Verification of attendance will be required.

ARTICLE 6 – ABSENCE FROM DUTY AND LEAVES OF ABSENCE

A. Sick Leave

1. Sick Leave Regulations

- a. All employees regularly appointed by the Board shall be granted sick leave without loss of pay.
- b. Each employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1¼) work days to a maximum of fifteen (15) days per year. The maximum accumulation of sick leave shall be the employee's annual work days plus one hundred twenty (120) days.
- c. Part-time employees regularly appointed by the Board will be granted paid sick leave in proportion to their period of service.
- d. Payment for absence covered by sick leave for new employees, or those with no accumulation of credit from prior years of service, shall be withheld until such employee actually reports for duty and begins service. Each new employee who has had no opportunity to accumulate sick leave shall be credited with ten (10) days sick leave, but no additional sick leave shall be credited until the amount earned equals or exceeds ten (10) days.
- e. Previously accumulated sick leave of new employees transferring from other public agencies in Ohio shall be recognized and credited by the Board as provided by law.
- f. No employee shall lose the accumulated sick leave allowance by reason of having been on leave of absence, nor shall he/she accumulate any additional days of allowance during the leave of absence.
- g. In the event an employee has been given credit for more sick leave benefits than he/she has earned, a deduction shall be made from the last paycheck covering the difference between the amount of sick leave earned and the amount previously allowed.
- h. Full-time employment is interpreted as at least six (6) hours per day, five (5) days per week, according to type of work, per calendar month.
- i. Part-time employment is interpreted as regularly appointed by the Board, but working less than six (6) hours per day.

2. Use of Sick Day

- a. Sick leave may be used for personal illness or injury, exposure to contagious disease which could be communicated to other employees or to school children, or for disability due to pregnancy.
- b. Sick leave may be used annually for absence due to serious illness in the immediate family as follows: spouse, children, step children, parents, parents-in-law, and grandchildren.
- c. Sick leave may be used annually for absence due to serious illness of a spouse, including disability due to pregnancy, where the presence of the employee is required.
- d. Sick leave may also be used for absence due to death in the immediate family as defined below, extended to included brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law or any person standing in the place of a parent.

3. Procedure for Use of Sick Leave

- a. Notification must be given to the Superintendent or designee and the immediate supervisor as far in advance as possible before absence from duty.
- b. A statement from the attending physician, if one has been required, or a statement signed by the employee, must be filed with the administering officer not later than the end of the next succeeding pay period.

4. Bereavement Leave

In extraordinary circumstances, as determined at the sole discretion of the administration and upon written request to the Superintendent or designee, up to five days of sick leave may be advanced to a bargaining unit member who has exhausted all of their accumulated sick leave and now is faced with a death in the immediate family as defined in Section 2 above, and is without time to cover the bereavement period. Denial of the request is not grievable.

5. Sick Leave Donation

- a. If a member of the bargaining unit is currently absent due to a serious or long-term illness or accident of the bargaining unit member, spouse, or minor child, and such member has exhausted all of his/her accumulated sick leave, bargaining unit members may donate up to five (5) days of accumulated sick leave to the absent employee.

1. Bargaining unit members whose sick leave has been depleted by intermittent use, not associated with a serious illness, shall not qualify for this benefit.
  2. Serious or long-term illness is not intended to include normal maternity leave and/or absence due to child birth. Bargaining unit members seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.
  3. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation.
  4. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the Superintendent/designee, which determination shall not be arbitrary or capricious.
- b. No bargaining unit member may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
  - c. The request for donation of sick leave days shall be initiated by a bargaining unit member on a form (Appendix C) furnished to the Treasurer and OAPSE President. It is the responsibility of the Association to notify the bargaining unit of the request.
  - d. The donor shall submit the Sick Leave Donation Authorization Form (Appendix D) to the Treasurer and the OAPSE office in order to donate days.
  - e. Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.
  - f. The requesting bargaining unit member and the Association shall notify the Superintendent and the Treasurer in writing.

B. Absence Not Considered Sick Leave

1. Absence for any other cause than those previously stated, or for the above causes when they extend beyond the number of days indicated above, will be subject to one hundred percent (100%) deduction of salary.
2. Absence on school business or attendance at professional conferences, when approved by the Superintendent or designee, shall be considered excused absence and no deduction will be made from salary or sick leave.

3. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all available sick leave and has not secured authorized leave status.

C. Federal Family and Medical Leave Act of 1993

Employees who qualify (work 1250 hours in the preceding 12 months prior) shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not be limited or lessen the leave provision of this agreement. To the extent that provision of the FMLA are covered by paid leave provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

D. Medical Leave

1. Leave of absence without pay for medical reasons may be granted to any employee who has been employed by the Board for a minimum of three (3) consecutive years and who desires to return to such employment at a future date. Those employees with less than three (3) years consecutive service shall be ineligible for such leave.
2. Application must be made to the Superintendent or designee and shall be accompanied by a doctor's statement giving the medical reason and anticipated date of return to duty.
3. Medical leave shall be for one (1) calendar year. An extension of one calendar year may be granted by the Board upon written application of the employee.
4. Written application for reinstatement or for an extension of time shall be filed with the administering officer at least thirty (30) days before expiration of the leave.
5. Written application of early termination of leave may be filed at any time before the expiration of the leave.
6. All written applications for reinstatement shall be accompanied by a statement from the attending physician certifying that the employee is physically and emotionally able to resume his/her duties with the Board.
7. Assignments of personnel returning from medical leave shall be made before the beginning of the school year or at such time hereafter as vacancies permit such assignments.
8. A returning employee may expect to be assigned to a similar position if such position is available. However, if organization does not permit, the employee may be assigned to some other position to which he/she is qualified.
9. This section is intended to supersede the requirements of O.R.C. Section 3319.13.

E. Assault Leave

1. Assault leave is provided to cover those situations where a staff member has been injured as a result of a physical assault which occurs in the course of supporting the rules and regulations of the Board and in maintaining good order and discipline. The physical and emotional well being shall be of primary concern, and appropriate measures shall be taken to aid those injured.
2. Assault leave, not to exceed twenty (20) days unless certified by a medical statement by a Board selected doctor, may be granted subject to the approval of the Superintendent or designee in the event that an employee is absent due to physical and/or emotional disability which occurs in the course of Board employment.
3. A request for assault leave shall be in writing, setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service. To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and assist in the prosecution and/or discipline of the individual by testifying and/or preparing a written statement of the circumstances. This requirement can be waived at the discretion of the Superintendent in special circumstances only, such as where an assault is perpetuated by a special needs student and/or where other legitimate mitigating factors exist, but nothing herein shall be deemed to prevent an employee from filing charges.
4. Assault leave granted under this policy shall not be charged against sick leave or leave granted under other leave policies adopted by the Board.
5. A person on assault leave shall receive full pay and benefits during the period of the assault leave. Such payments shall terminate upon medical determination of fitness to resume duties.
6. To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the Office of the Treasurer upon receipt.
7. Nothing in this policy prohibits the staff member from electing to use sick leave for the disability period or upon completion of the assault leave if the disability is not corrected at that time but is considered to be of a temporary nature.
8. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

F. Absence in Response to Jury Summons/Jury Duty

In case of absence from duty in response to a jury summons, there shall be no loss of salary if a certificate is signed by the employee and filed with the Superintendent or designee immediately upon return from duty, stating that compensation was received in the amount listed.

G. Personal Leave

1. Personal Leave is designed to permit employees to be absent from duties to take care of urgent personal business matters that cannot be handled in any other way or outside of the normal school day. Its use, therefore, is to be requested after the employee has given careful thought to the urgency of the reason. Two (2) bargaining unit members per recognition classification, Article I(A)(1-5), unless otherwise approved by the Superintendent or designee to address an employee's emergency, may be on personal leave at the same time.
2. In addition to the restrictions stated above, except in unusual circumstances and with prior approval of the Superintendent or designee, Personal Leave may not be used:
  - a. To extend a holiday or vacation;
  - b. To extend a trip;
  - c. On the first or last day of school; or
  - d. On any staff in-service or staff development day.
  - e. After May 1<sup>st</sup>.
3. Personal leave may not be used for any leave purpose which is exclusively governed by another provision of this Agreement nor may it be used for leisure, recreational purposes or to work at another job, including self-employment.
4. A three (3) day written notice shall be required prior to the use of any Personal Leave by any member of the bargaining unit except in emergency situations.
5. The following conditions govern the use of Personal Leave:
  - a. Personal Leave shall not exceed three (3) days in any service year.
  - b. Absence on approved Personal Leave shall not be charged against sick leave.
6. Emergency Personal Leave shall be reported in accordance with the same procedures used for Sick Leave. The nature of the emergency shall be reported to the Director of Business and Operations as soon as possible.
7. If a bargaining unit member does not use all their available personal leave during the previous school year (July 1 – June 30), the remaining unused personal leave will be added to the employee's accumulated sick leave the following July.

8. Personal Leave Procedures

- a. Employees requesting Personal Leave shall use the automated absence reporting system (AESOP) except in cases of an emergency, at which case it shall be reported as soon as possible.
- b. Except as otherwise required above, employees are not required to state a reason for the use of such leave. However, employees by use the automated absence reporting system are certifying that the use of personal leave was not for a prohibited purpose.

**ARTICLE 7 – INSURANCE BENEFITS**

A. Medical/Prescription Drug Insurance

All changes to the insurance contained herein shall become effective on September 1, 2014.

1. Comprehensive Major Medical Insurance

a. Benefits:

Medically necessary –

Hospital Room and Board (365 days average semi-private)  
Necessary Ancillary Services  
Out-Patient Services (Testing)  
Surgical Services including Ambulatory Surgery  
In-Patient Medical Services  
Out-Patient Medical Services (Accidents)  
Diagnostic Services  
Therapy  
Maternity  
Psychiatric Care  
Ambulance  
Private Day Nursing  
Home Health Care  
Extended Care  
Substance Abuse  
Hospice Care  
Second Surgical Opinions  
Required Medical Equipment  
Prosthetic Appliances  
Birth Control Pills  
\$2,000,000 Lifetime Limit  
\$250 Deductible for Single Coverage

\$500 Deductible for Family Coverage  
(This also increases the OOP limits since it includes deductible)  
Therefore new OOP limits will change from \$500/\$1000 to \$750/\$1500

Coordination of Benefits  
Subrogation Rights  
Claim Audits  
Utilization Review  
Exclusion of Weekend Admissions  
Administrative Liberalizations  
Preferred Provider Option  
Employee Incentive Option  
Employee Education Program

2. Prescription Drugs

a. Benefits:

Medically necessary prescriptions will be filled or refilled up to the prescribed limits. The plan shall require generic medications to be dispensed unless specifically prescribed Dispense as Written (DAW). Generic medications for prescriptions filled at the pharmacy shall not have a copayment. In the event that generic medication is not available or the medication is prescribed DAW the employee shall pay a copayment of twenty dollars (\$20) for preferred brand drugs, or thirty dollars (\$30) for non-preferred brand drugs, at the pharmacy.

In the event the participant elects a brand drug voluntarily, the participant will pay the applicable brand copayment plus the cost difference between the generic and the selected brand medication. HOWEVER, THE COST TO THE EMPLOYEE SHALL NOT EXCEED THE DISCOUNTED COST OF THE MEDICATION.

All retail prescriptions will be limited to a 30 day supply and all mail order prescriptions shall provide up to a 90 day supply at 2.5 times the retail copay.

b. Premium Payments:

(1) Status I -- Employee premium contribution shall be:

2014 - 2015	12%
2015 - 2016	12%

The employee premium contribution percentage for the 2016-17 school year shall be the same as the percentages for that year in the CFEA Agreement (ME-TOO). If this percentage is fifteen percent

(15%) or greater, attendants shall be Status I employees without restriction.

(2) Status II -- Seventy-five percent (75%) paid by the Board

(3) Status III -- Not eligible for access to group plan.

B. Dental Insurance

1. Benefits: Remain unchanged.

Annual maximum: \$2,500.00 per person.

2. Premium Payments:

a. Status I -- Single and family coverage.

2014 - 2015 12%

2015 - 2016 12%

The employee premium contribution percentage for the 2016-17 school year shall be the same as the percentages for those years in the CFEA Agreement (ME-TOO).

b. Status II -- Board pays seventy-five percent (75%).

c. Status III -- Not eligible for access to group plan.

C. Life Insurance

1. Benefits:

a. Status I -- Term life insurance shall be equal to one (1) times the annual salary or Thirty Thousand Dollars (\$30,000.00), whichever is greater.

b. Status II -- Term life insurance shall be equal to one-half (½) times the annual salary or Twenty Thousand Dollars (\$20,000.00).

2. Premium Payments:

Fully paid by the Board.

D. Application Procedure

1. New employees who wish to enroll in the plan and other personnel who have not had previous coverage and now wish to join may contact the Treasurer's Office for applications.

2. Applications may be filed within thirty (30) days of employment. Applications received after the first thirty (30) days will be subject to selection by the Insurance Company.
3. Status III employees will be denied access to the health care and dental group plans.
4. Application for Life Insurance – All Status I and Status II employees must indicate whether or not they wish to have group term life insurance on the application form provided. Applications will be accepted by the Treasurer's Office any working day during office hours. Any change in marital status may require a new application form.
5. Insurance premiums for employees will automatically be deducted as a premium pass-thru.

E. Records

For maximum protection, it is imperative for members to inform the Office of the Treasurer of any change in family status, such as marriage, birth, death, or divorce. In the case of marriage, the new husband or wife must be enrolled within thirty (30) days from the date of the marriage if family coverage is desired.

F. Insurance While on Workers' Compensation Leave

Any employee who is on medical leave for workers' compensation will continue to receive his/her health insurance benefits at the same level for a period of up to sixty (60) days after the month the leave begins.

G. Cash Incentive to Opt-Out of Insurance Plans

Any Status I or Status II employee who is otherwise eligible to subscribe to the school's comprehensive major medical, prescription drug, and dental insurance plans but elects not to subscribe to any of said plans shall receive an annual payment for opting-out of all insurance plans as follows:

Status I	\$2,500
Status II	\$1,000

Payment will be made in the first payroll in August following the end of the school year as defined in this section, if the employee has not been enrolled in the plan for the entire school year. In order for the employee to be eligible for the cash incentive for opting-out of the insurance plan, he/she must complete the necessary forms as requested by the Board and must indicate that he/she is covered by a medical insurance plan elsewhere. An employee who elects this non-participation option and who loses primary coverage due to death or divorce of a spouse, loss of a spouse's benefits, or termination/RIF of a spouse's employment, shall become eligible immediately for benefits under the insurance plans provided herein.

H. Joint Insurance Committee

All issues regarding medical and dental insurance shall be submitted to a joint committee of the Administration and other District employee groups to study and recommend medical and dental plan changes jointly.

**ARTICLE 8 – PERSONNEL**

A. Definition of Seniority

1. System seniority shall be defined as the length of employment by a bargaining unit member with the Board as computed from the employees' current date of hire. An employee's seniority shall end with an employee's termination date as approved by the Board.
2. Classification seniority shall be defined as the length of employment in a particular classification as computed from the employee's date of hire in such classification.
3. A list of bargaining unit members by seniority and classification shall be posted by October 15<sup>th</sup> of each year. If an employee has an objection to the seniority list, said objection must be registered by the employee in writing to the Superintendent prior to November 15<sup>th</sup>. Absent a written objection by an employee to the Superintendent, the seniority will stand as official on November 15<sup>th</sup>.

B. Service Year

1. The service year shall be from July 1 to June 30 of the following year or such part thereof as is specified at the time of employment.
2. Employees shall work days designated on Appendix E.
3. Building Secretary III's in middle and elementary school buildings are to work four (4) weeks beyond the student school calendar and shall match the schedule of the building principal. Within the first three weeks period prior to the start of school, or the week following the end of school, the Superintendent/designee may temporarily reassign any of these secretaries to other positions within their classification series as necessary to meet the needs of the District at no loss in pay to the employee. This temporary reassignment shall not exceed twenty (20) working days.
4. For employees serving in the positions of Middle School Principal's Secretary and High School Activities Secretary, prior to January 1, 1992, said jobs shall be eleven (11) month positions. Members of the bargaining unit assigned or promoted to these positions after January 1, 1992, shall have the length of work

year determined based upon the needs of the District and shall not be guaranteed an eleven (11) month position.

5. The Superintendent or designee may reassign Middle School secretaries and the High School Activities secretary to other positions within their classification series at no loss in pay when their immediate supervisors are not scheduled to be on the job.

C. Work Period

The normal work week shall be from Monday through Friday of each week. The normal daily work schedule shall be eight (8) hours on each of the five (5) days in the normal week, except those employees hired to perform specific tasks for a lesser amount of time or on specified days.

When no students or a limited number of students are being served in the high school cafeteria during open lunch days and the scheduled exam weeks, employees will be asked to work according to the following guidelines:

- Cafeteria Manager
- Cook
- Satellite Server
- Food Service Assistant

Requests to work will be made based on seniority, meaning the most senior person in the above classifications assigned will be asked first to fill the hours needed.

D. Notification/Filling of Openings

1. All bargaining unit positions which become vacant and which the Board determines to fill shall be posted by position and hours in each building office and cafeteria.
  - a. All such vacancies shall be posted within ten (10) working days.
  - b. The vacancy will be posted for five (5) working days.
  - c. The vacancy shall be filled within thirty (30) working days of the posting date.
2. The filling of vacancies shall be as follows:
  - a. The position shall be awarded to the bargaining unit member applicant within the classification pay grade with the highest system seniority and who, in the opinion of the Superintendent/designee, meets the qualifications.

- b. If no qualified bargaining unit member within the classification is awarded the position, selection shall be from among bargaining unit applicants outside the classification. Selection is to be based upon the qualifications listed in the posting and the job description on file. The Superintendent/designee will determine which of the out-of-classification applicants is most qualified and consideration will be given to work performance as evidenced by prior evaluations, seniority in the district, supervisory/administrative recommendations, the employee's personnel file and personal interview. Testing may be required by the administration for movement into a new classification.
  - c. In the event two or more qualified bargaining unit members apply for a position outside of their current classification and are, in the employer's judgment, deemed to be relatively equal in qualifications, the position shall be awarded to the bargaining unit member with the greatest system seniority.
  - d. In the event no bargaining unit member is hired into a vacancy, the employer shall have the option of hiring outside applicants.
- 4. A ten (10) working day probationary period for evaluation shall apply when an employee is promoted or transferred within the classification. A thirty (30) day probationary period for evaluation shall apply when an employee moves into a different classification. The employee shall have the right to move back to their previous position within the ten (10) working day probationary period.
  - 5. Such positions shall not be permanently filled until after the probationary period has elapsed.
  - 6. Any bargaining unit member who bids on an opening does not have to terminate their employment at their current position.
  - 7. An administrative transfer may be initiated for a bargaining union member to be transferred to a position with the same hours at any time. For this purpose, the administrator is defined as the Superintendent, Director of Human Resources, and/or Director of Business and Operations.
  - 8. When there is an increase of 15 minutes or more in any of the bargaining unit positions, that position will be posted.
  - 9. Any bargaining unit member who is hired into a new position, other than a food services position, shall not be permitted to bid on another vacancy for a period of one hundred twenty (120) work days.

10. Promotional testing will be given to establish a list of food services candidates. The testing list shall be valid for 24 months. Testing will be given for these Food Services positions:
  - Cafeteria Manager
  - Cook
  - Satellite Servers
  - a. Tests will be prepared, whether written or oral, by the administration, with consultation from an OAPSE designee from within the classification.
  - b. The Director of Business and Operations or designee will administer and score the Food Services promotional test.
  - c. An OAPSE designee shall observe the test administration and scoring.
  - d. Applicants with the top five (5) test scores will be considered for an interview.
  
11. Entry level secretary skill testing will be given to establish a list of secretary candidates. The testing list shall be valid for 12 months.
  - a. Tests will be prepared, whether written or oral, by the administration, with consultation from an OAPSE designee from within the secretarial classification.
  - b. The Director of Business and Operations or designee will administer and score the secretary skills test.
  - c. An OAPSE designee shall observe the test administration and scoring.
  - d. Applicants with the top five (5) test scores will be considered for an interview.
  - e. If a current employee wishes to apply for a secretary position and it is not within their current classification, they must participate in the entry level secretary skill testing.

E. Emergency Closing of Schools

1. The Superintendent or designee may authorize the temporary closing of schools on days because of disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the building unfit for school use.
  - a. When schools are closed due to an emergency, which would jeopardize the health, safety and welfare of students; an employee who is not required to be present will be paid for that day at regular straight time rate, which

will not be included in overtime calculations. This provision applies during the times when school is in normal session and pupils are scheduled for attendance.

- b. In case of doubt as to whether or not an employee should be on duty, or in case of inability to report for duty, the employee should contact his/her immediate supervisor.
2. Payment of personnel for time lost due to Emergency Closing: Support personnel are paid upon recommendation of the Superintendent or designee.
  3. Travel Difficulties
    - a. In the event of an absence resulting from travel difficulties between an employee's local place of residence and his/her place of employment, the Superintendent or designee may waive the salary deduction if the travel difficulties arise from floods, storms, or other conditions beyond the control of the employee and if, in the judgment of the Superintendent or designee the employee has made every reasonable effort to get to his/her place of employment and has notified his/her supervisor.
    - b. Under the same circumstances, the Superintendent or designee may waive the deduction if in their judgment the service employee has made every reasonable effort to reach his/her place of employment and has notified his/her supervisor.

F. Probationary Period

1. There shall be a probationary period of ninety (90) work days to allow the Board to determine fitness and adaptability of any newly hired employee. During such time, newly hired employees may be discharged.
2. Such discharge or lay-off shall not be subject to the grievance procedures set forth in this Agreement.
3. Employees retained beyond the ninety (90) work day period shall have their system seniority computed as of their starting date. The ninety (90) work day period can only run during the employee's work year(s).

G. Regular Employees Filling in for an Absent Employee

1. After ten (10) days of consecutive absence, regular employees should have the opportunity to fill temporary vacancies first before a substitute is assigned to a job. If assigned to a position in a higher pay grade the assigned employee will receive the rate of pay for the position after assignment for three consecutive days.

2. Food service employees will be offered temporary vacancies at their work site if their hours are less than that of the absent employee. The initial temporary vacancy shall be offered by pay grade seniority rotation. Any subsequent vacancy will be filled by other food service personnel at the work site. If an employee declines a temporary assignment, they will automatically drop to the bottom of the rotation list and it will be offered to the next person on the rotation list. Food service employees accepting a temporary assignment must be able to complete the assignment. Key personnel, in the pay grade, shall be retained in their current assignment.
  - a. Food Service employees at the high school and middle schools, must be willing to work every position and must fill in when needed or will not be considered as part of the rotation. An employee not willing to work in a position will be taken off the rotation schedule for ten (10) days and be issued a "notification" letter detailing the date they will be returned to the rotation schedule. It is the employee's responsibility to turn in the "notification" letter to the cafeteria manager at the appropriate time. During this removal time, the employee shall work their regular hours.
  - b. Temporary assignments to higher hour positions shall be limited to twenty (20) work days and will automatically drop to the bottom of the rotation list, at which time the next employee on the rotation list shall assume the temporary position.

#### H. Employee Evaluation

1. Upon completion of a performance evaluation, the evaluator should normally discuss the evaluation with the employee.
2. The employee must sign the evaluation form to indicate receipt of a copy of the evaluation. This signature merely indicates that the employee has received a copy of the evaluation form.
3. At any meeting where an employee's performance evaluation is discussed, the employee has the right to representation by no more than two (2) representatives of the Union.
4. Bargaining unit members shall not be evaluated by other bargaining unit members, including, but not limited to, OAPSE Local #111, Local #100 or CFEA; however, bargaining unit members may be consulted about employee performance.
5. Appropriate administrators shall be designated for administering evaluations and a list will be provided.
6. The Support Staff Evaluation Form will be reviewed every two years by the Labor Management Committee.

I. Disciplinary Action

1. For the purposes of this section, discipline is defined as:
  - a. Reduction in pay;
  - b. Reduction in position;
  - c. Suspension; and/or
  - d. Termination.
2. When an employee is disciplined as defined above, the employee shall be notified in writing within two (2) working days of the disciplinary action.
3. No employee shall be reduced in pay or position, suspended, or removed, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of such sections of the rules of the Board, or any other failure of good behavior, or by any other acts of misfeasance, malfeasance, nonfeasance.
4. An employee may request a meeting with the Superintendent or designee to review possible discipline, after receiving notice as listed above. An employee shall be entitled to union representation at any disciplinary meeting.

J. Personnel Records

1. The official personnel file for each employee shall be maintained in the administrative office of the Board.
2. Employees shall be provided one (1) copy of any document placed in his/her personnel file.
3. Copies of formal written evaluations which are placed in the employee's personnel file shall be provided to the employee. An employee shall have the right to submit a written answer to such material.
4. An employee, with reasonable advance notice to the Administration, shall have the right to review the contents of his/her personnel file and to receive one (1) copy of any documents contained therein.

K. Job Descriptions

All bargaining unit job descriptions shall be available upon request through the Office of Business and Operations. Any future changes or additions will be sent to the Local Union President. The Local Union President shall receive copies of all job descriptions upon request.

L. Distribution of Medication and Medical Procedures

Any bargaining unit member required to distribute medication or perform a medical procedure including, but not limited to, tube feedings, shall be held harmless for any liability as a result of performing their job duties in good faith and provided legal representation for any action relating to the above mentioned practices. Additional training that is required by the Board shall also be provided at no cost to the bargaining unit member.

M. Paraprofessional Certification

1. Educational Paraprofessionals shall have:

- a. Completed at least 2 years of study at an institution of higher education;
- b. Obtained an associate's (or higher) degree; or
- c. Met a rigorous standard of quality and can demonstrate through a formal State or local academic assessment:
  - Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
  - Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness as appropriate.

2. By August 15, 2009, all Educational Paraprofessionals hired or promoted prior to January 1, 2008, shall meet the above paraprofessional requirements. The Board shall reimburse the Educational Paraprofessional the cost of the academic assessment if they successfully complete and pass the assessment on the first attempt. The cost of the reimbursement shall not exceed the cost of test.

**ARTICLE 9 – UNION PROVISIONS**

A. Payroll Deduction of Union Dues

1. The Board agrees to deduct from the wages of employees for payment of dues to the Union upon presentation of a written authorization individually executed by the employee.
2. Dues deduction authorization shall be irrevocable except during the ten (10) day period from August 22 through August 31 in the expiration year of the contract. A withdrawal of dues deduction authorization must be in writing by the employee and served upon the School Treasurer, the Local Union President and the OAPSE State Treasurer during the revocation period.

3. Payroll deductions will be made available to the members of the Union. The dues certified shall be deducted in eighteen (18) equal installments for each member commencing in September and ending in May of each year (eighteen (18) equal deductions).
4. Dues deductions may be started at any time during the year but uncollected dues must be made up by the employee. Insufficient payroll accounts will be the responsibility of the employee.
5. At the end of each month, a check will be forwarded to the State Union Treasurer together with a report for all dues deductions and the duplicate copy will be forwarded to the Local Union President by the Treasurer's Office.
6. The Board agrees to provide between July 1, and August 1 of each year, a list of all employees on the payroll effective July 1, their hourly rate, annual rate, number of work days, number of hours to be worked and payroll status. Two (2) copies will be sent to the Local Union President.

B. Agency Shop

1. Employees covered by this Agreement shall be required to either become members of the Union or pay a fair share fee as a condition for retaining employment with the Board.
2. As of the effective date of this Agreement, any employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay to the Union a monthly fair share fee in accordance with applicable law. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Union but who discontinues membership in the Union during the term of this Agreement.
3. The employer shall deduct from the pay of each member of the Union, who has authorized such deduction, such monthly dues as the Union's Constitution and By-Laws may provide. Deductions shall be made the same as Union dues. The employer shall transmit to the Union, prior to the end of each month, all monies withheld during that month along with an accounting as to each amount withheld and from whom it was deducted.
4. Fair share fees under this provision shall be deducted by the employer from the payroll checks of non-member employees and forwarded to the Union on a monthly basis in the same manner as regular membership. Written authorization for such deductions shall not be required from non-member employees.
5. The Union hereby indemnifies the employer against any and all claims, demands, suits and any and all other forms of liability which may arise by reason of the employer's action in deducting and forwarding union dues, initiation fees, assessments and/or fair share fees pursuant to this provision.

C. Union Time

1. A maximum of 56 hours paid release time per year, in increments of not less than two (2) hour blocks, may be used by the officers of Local Union #111 for union business. Application for union time shall be made to the Director of Business and Operations at least seven (7) working days in advance. In exceptional cases, additional days may be granted upon prior approval by the Superintendent or designee.
2. With the approval of the Superintendent or designee, the Union shall have the right to use the buildings at reasonable hours for meetings (giving a twenty-four (24) hour notice) so long as it does not interfere with the normal conduct of a school or previously scheduled activity.

D. School Calendar

The OAPSE President or designee shall be invited to have input in the makeup of the school calendar and any subsequent change(s).

**ARTICLE 10 – REDUCTION IN FORCE/RECALL PROCEDURES**

- A. When in the event of a building closing, job abolishment, lack of funds, or other reasons determined by the Superintendent which necessitates reduction in force, probationary employees in the classification shall be laid off first. Reduction of support personnel shall be made in the inverse order of seniority. Every effort shall be made to keep a reduction in force to a minimum, where possible, by not replacing employees who retire, resign or otherwise vacate a position.
- B. When there is a reduction in employees, system seniority shall be the determining factor in all bumping. Bumping shall begin within a Pay Grade, within the affected classification. (See Appendix I Classifications/Pay Grade/Position). Reduction in employees shall be made under the following rules:
  1. The affected employee shall bump the least senior employee within his/her current Pay Grade. If the affected employee is not able to bump within the Pay Grade, he/she shall bump the least senior employee in the next lower Pay Grade. This procedure shall follow through all lower Pay Grades within the classification. An employee unable to bump within his/her current classification may bump a less senior employee in another classification where he/she previously held a position as long as the employee meets the current qualifications. When bumping into a previously held classification, the employee shall bump the least senior employee in the lowest Pay Grade in that classification. Employees may not “bump up” in Pay Grades, days worked or hours worked.

2. An employee may also exercise an option not to bump another employee. This action will limit the right of recall only to the classification from which the employee was displaced.
3. If the initial employment date is equal with two (2) or more employees, then the Board appointment date shall determine seniority. If seniority dates are still equal among two or more employees, then the official application dates should be used to determine seniority. Any additional ties shall be broken by the toss of a coin in the presence of the Union and affected employees.
4. Any employee laid off, shall retain recall rights for a period of two (2) years. After two (2) years, displaced employees are not subject to recall.
5. When a position becomes vacant during the time a recall list exists, it shall be posted and first offered to active employees in accordance with Article 8 Section D. If no active employee is hired for the position, it shall be offered to those on the recall list within the classification, most senior first.
6. The laid off employee shall provide the Superintendent or designee with his/her current mailing address, telephone number and any other pertinent information. In the event of recall, the employee being recalled shall be notified by Certified Mail to the employee's last known address, according to the Business Office records, as to the date of his/her expected return to work. Each employee recalled shall be given at least fourteen (14) days notice, excluding legal holidays, to respond to a reinstatement letter. Failure to respond to the Superintendent or designee's offer of reinstatement within fourteen (14) days shall terminate an employee's recall right. Copies of recall notices will be sent to the Local Union President for informational purposes only.
7. Employee(s) bumping into a lower Pay Grade or classification shall not be subject to a probationary period. Employee(s) who bump to a lower classification shall be reduced in pay to that of the new Pay Grade or classification in the comparable experience step.
8. In the event of a layoff or reduction occurring as a result of a building closing, affected employees shall have at least sixty (60) days notice to either bid on other vacant positions or to exercise bumping and displacement rights.
9. The Board shall discontinue insurance benefits, if applicable, at the time of the reduction or layoff. Displaced employees shall be offered the opportunity to substitute in their classification. Actively substituting would permit the employee to maintain insurance benefits by paying the total group rate.
10. Vacation eligibility for any employee reduced to a school year position and then returned to an annual position shall gain eligibility for vacation using the same formula as previously negotiated.

11. Written notification shall be given to all affected employees and the Local President two (2) weeks prior to any reduction.

### ARTICLE 11 – COLLEGE TUITION

The Board will appropriate \$5,000 each fiscal year of the contract for college credit reimbursement (excluding testing and/or licensure) during the length of this contract. This appropriation will not be carried over so it needs to be used during the fiscal year in question. Fiscal years run from July 1 to June 30.

The Board shall reimburse up to a maximum of \$400 per employee per fiscal year for any superintendent or designee approved college tuition paid out of pocket by the bargaining unit employee for any job-related college courses taken during the fiscal year. Proof of payment along with proof of completion of class (example: grade) must accompany request for reimbursement. The course must be approved in advance by the superintendent or his/her designee in order to be eligible for the reimbursement. (See Appendix G for the Tuition Reimbursement Form).

Payment will be made on a first-come, first-service basis until the appropriation is fully depleted for the fiscal year. The reimbursement will be paid within 30 days of submission of course completion paperwork to the Treasurer/CFO's office of the approved reimbursement. Applications for course approval can be obtained at the Treasurer's office or website.

### ARTICLE 12 – ADDITIONAL PROVISIONS

#### A. Labor-Management Committee

The Cuyahoga Falls City School District (Board) and the Ohio Association of Public School Employees, Local 111 (Union), hereby agree to establish a joint Labor/Management Committee. The Committee shall be made up of four (4) representatives from each organization, who shall be appointed by the Board and Union, respectively. Meetings shall be scheduled monthly during the school year. With mutual agreement, optional meetings may be scheduled during summer recess.

Grounds rules governing the conduct of the Committee shall be established at training and under the direction of the Federal Mediation and Conciliation Service. The parties shall adhere to the Interest-Based Problem Solving process when conferring over matters of concern brought to the Committee. A refresher course/training may be requested by either party during each contract period.

The Chair and record keeping responsibilities shall be alternated between the parties. The agenda shall be submitted to the acting chairperson at least three (3) working days in advance of the mutually established date and time of the Committee meeting. Once agenda items are established and compiled by the acting chairperson, they shall be distributed to the team members in advance of the scheduled meeting. Emergency items may be presented by mutual agreement.

All participants shall recognize that discussions during Committee meetings shall be held in the highest confidence. Results will be announced without specific reference.

The LMC shall have full authority to implement any decisions it has made, except those items where formal action is necessary by the Board and/or the Union.

B. Legal Limitations

Should any provision of this Agreement be found to be contrary to any Federal or State law, or any local superseding ordinance or statute, then such provision of the Agreement shall be considered void.

C. Amendment

The Agreement may be amended by mutual consent of both parties.

D. Employee Assistance Program

The Board and the Union agree to form a committee no later than January 1, 2015, of up to two (2) representatives from each party to study the implementation of an employee assistance program in the District. The committee will issue a report of recommended findings to both parties for their consideration.

E. First Aid Training

The Board will offer selected bargaining unit members training in First Aid, CPR and AED (Defibrillators) through the district's professional development program. The training shall be done as required to keep certifications up to date.

**ARTICLE 13 – DURATION AND INTENT OF AGREEMENT**

- A. This Agreement shall continue in full force and effect from July 1, 2014, to June 30, 2017.
- B. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States unless restricted by the terms of this Agreement.
- C. This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings and memorandums of understanding (written or oral) not specifically incorporated herein except as specified below. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

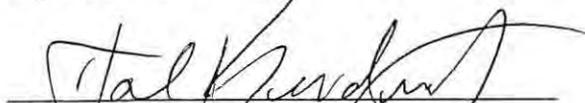
ARTICLE 14 – SIGNATURES

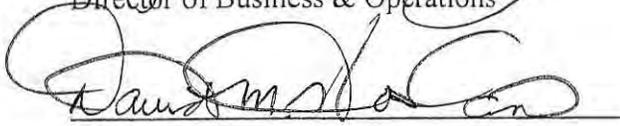
IT WITNESS WHEREOF, the parties hereto have set their hands this 5th day of November, 2014.

FOR THE BOARD:

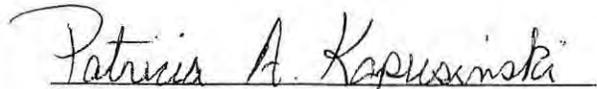
  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Director of Business & Operations

  
\_\_\_\_\_  
Treasurer

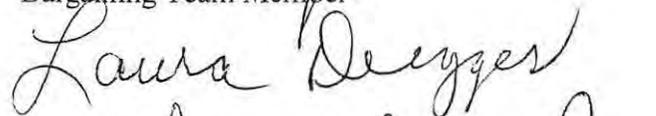
FOR THE UNION:

  
\_\_\_\_\_  
President, OAPSE Local #111

  
\_\_\_\_\_  
Vice President, OAPSE Local #111

  
\_\_\_\_\_  
Union Field Representative

  
\_\_\_\_\_  
Bargaining Team Member


**APPENDIX A**

GRIEVANCE FORM		OAPSE Local	
		Grievance Number	
Name of Employee (Grievant)		Department	Classification
Home Address		City, State & Zip	Home phone Number
Work Location	Phone	Seniority	Immediate Supervisor

STATEMENT OF GRIEVANCE		CONTRACT VIOLATION	
		Article/Sections	
State the ISSUE involved and the DATE the incident took place			
ADJUSTMENT Required			
Employee (Grievant) Signature		Date	

STEP ONE	Informal Discussion	Date Discussed
Grievants Signature		

STEP TWO	Management Representative's Signature	Date Received	Date Answered
DISPOSITION of Grievance			

STEP THREE	Management Representative's Signature	Date Received	Date Answered
DISPOSITION of Grievance			

STEP FOUR	Request for Arbitration		
Date	Signature	Date Received	Superintendent/Designee Signature

Should more space be needed additional sheets may be used.

APPENDIX B

July 1, 2014 to June 30, 2015		HOURLY WAGE RATE SCHEDULE													
Category/Pay Range	1	2	3	4	5	6	7	8	10	12	15	20	22	25	30
<b>Food Services</b>															
Cafeteria Manager	\$13.62	\$14.03	\$14.43	\$14.80	\$15.18	\$15.57	\$15.98	\$16.33	\$16.55	\$16.76	\$16.93	\$17.35	\$17.56	\$17.78	\$18.13
Cook	\$11.56	\$11.95	\$12.36	\$12.60	\$13.12	\$13.55	\$13.92	\$14.28	\$14.52	\$14.75	\$14.93	\$15.36	\$15.57	\$15.76	\$16.20
Satellite Server	\$10.50	\$10.88	\$11.29	\$11.68	\$12.10	\$12.56	\$12.88	\$13.31	\$13.55	\$13.75	\$13.95	\$14.36	\$14.60	\$14.78	\$15.24
Food Service Ass't	\$10.16	\$10.54	\$10.93	\$11.32	\$11.73	\$12.14	\$12.46	\$12.89	\$13.11	\$13.34	\$13.51	\$13.90	\$14.14	\$14.32	\$14.75
<b>Secretary</b>															
Secretary III*	\$13.18	\$13.71	\$14.22	\$14.64	\$15.24	\$15.76	\$16.21	\$16.78	\$17.08	\$17.33	\$17.84	\$18.10	\$18.35	\$18.91	\$19.48
Secretary II	\$12.68	\$13.20	\$13.71	\$14.22	\$14.70	\$15.24	\$15.76	\$16.21	\$16.52	\$16.84	\$17.11	\$17.67	\$17.92	\$18.19	\$18.70
Secretary I	\$12.22	\$12.68	\$13.20	\$13.71	\$14.22	\$14.70	\$15.24	\$15.76	\$15.99	\$16.21	\$16.45	\$17.03	\$17.31	\$17.58	\$18.09
<b>Educational Paraprofessionals, Study Hall Monitors, Attendants</b>															
Educational Paraprofessionals	\$14.61	\$15.15	\$15.66	\$16.11	\$16.67	\$17.16	\$17.69	\$18.17	\$18.49	\$18.83	\$19.11	\$19.63	\$19.87	\$20.10	\$20.60
Study Hall Monitors	\$14.61	\$15.15	\$15.66	\$16.11	\$16.67	\$17.16	\$17.69	\$18.17	\$18.49	\$18.83	\$19.11	\$19.63	\$19.87	\$20.10	\$20.60
Attendant II	\$10.47	\$10.84	\$11.24	\$11.63	\$12.03	\$12.45	\$12.78	\$13.19	\$13.41	\$13.68	\$13.84	\$14.24	\$14.47	\$14.67	\$15.10
Attendant I	\$10.29	\$10.66	\$11.06	\$11.44	\$11.85	\$12.27	\$12.59	\$13.02	\$13.23	\$13.46	\$13.64	\$14.02	\$14.25	\$14.46	\$14.88
<p>A) Schedule for increase due to academic credit:</p> <ol style="list-style-type: none"> <li>1. Fifteen (15) semester credit hours from an accredited college/university, an additional fifteen cents (.15) an hour.</li> <li>2. Thirty (30) semester credit hours from an accredited college/university, an additional thirty-five cents (.35) an hour.</li> </ol> <p>B) The Cafeteria Manager at the High School and Roberts buildings, as of December 2007, will receive the following salary steps:</p> <p>Step 9 Rate - \$16.73/hour    Step 12 Rate - \$16.98/hour    Step 15 Rate - \$17.16/hour            Step 20 Rate - \$17.57/hour    Step 25 Rate - \$17.92/hour    Step 30 Rate - \$18.36/hour</p>															

\*The individuals holding the positions of SPED Secretary and High School Principal's Secretary as of July 1, 2014, are grandfathered at the prior Secretary IV wage rate.

APPENDIX C

SICK LEAVE DONATION REQUEST

I, \_\_\_\_\_, an employee of \_\_\_\_\_ years, who works at \_\_\_\_\_ building have exhausted my sick leave.

I am requesting the donation of \_\_\_\_\_ days due to a serious illness.  
Number

I understand that upon request I may have to provide medical information to the Superintendent or designee.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Submit this original form to the Treasurer and a copy to the OAPSE President.

APPENDIX D

SICK LEAVE DONATION NOTICE

\_\_\_\_\_, an employee of \_\_\_\_\_ years, who works at  
(Print Name) (Number)

\_\_\_\_\_ building is about to exhaust his/her accumulated sick leave and has requested the transfer of sick leave from any employee willing to transfer up to five (5) days. It is estimated that \_\_\_\_\_ days will be needed.

Any employee wishing to donate accumulated sick leave should complete the form below and return the original to the Treasurer and a copy to the OAPSE President.

\*\*\*\*\*

Sick Leave Donation Authorization

I, \_\_\_\_\_ authorize the donation of \_\_\_\_\_ day(s) of my  
(Name) (Not to exceed 5)  
accumulated sick leave to \_\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

ORIGINAL – TREASURER  
COPY – TO OAPSE PRESIDENT

APPENDIX E

WORK DAYS SCHEDULE

Secretary A	180 student days 11 Holidays 1 day – before school starts for students 1 day – records day in January 1 day – after school ends for students <u>1 staff development day</u>
Total	195 days required to work
Secretary B	180 student days 11 Holidays 5 day – before school starts for students 1 day – records day in January 5 day – after school ends for students <u>1 staff development day</u>
Total	203 days required to work
Secretary C	180 student days 11 Holidays 10 day – before school starts for students 1 day – records day in January 5 day – after school ends for students <u>1 staff development day</u>
Total	208 days required to work
Secretary D	180 student days 11 Holidays 15 day – before school starts for students 1 day – records day in January 7 day – after school ends for students <u>1 staff development day</u>
Total	215 days required to work
Secretary E	247 student days 11 Holidays 1 day – records day in January <u>1 day -- staff development day</u>
Total	260 days required to work
Paraprofessionals	180 student days 11 Holidays 1 day – before school starts for students 1 day – records day in January 1 day – after school ends for students <u>1 staff development day</u>
Total	195 days required to work
Attendants	178 student days (does not include P/T conf.*) 11 Holidays 1 day – before school starts for students <u>1 staff development day</u>
Total	191 days required to work
(*If required by administration to attend P/T conference will paid for time attended)	

APPENDIX E (Cont'd)

Study Hall Monitors	178 student days 11 Holidays 1 day – before school starts for students <u>1 day – records day in January</u>
Total	191 days required to work
Food Service	Will be paid based on hours worked