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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDEPENDENCE BOARD OF EDUCATION

AND

INDEPENDENCE CLASSIFIED EMPLOYEES

August 1, 2014

through

July 31, 2017

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ARTICLE I

RECOGNITION

The Board of Education, hereinafter "Board" of the Independence Local School District, recognizes the Independence Classified Employees, affiliated with the Ohio Education Association and the National Education Association, hereinafter "ICE," as the sole and exclusive bargaining representative for full-time and part-time employees of the Independence Local School District in the following classifications series and positions within each series:

Secretarial

1. Principal's Secretary
2. General Building Secretaries

Maintenance Mechanic/Custodial

1. Maintenance Mechanic
2. Head Custodian
3. Custodian
4. General Classified
5. Cleaner

Transportation

1. Bus Driver

Aides

1. Educational Aide (certificate required)
2. Media Center Assistant (certificate)

Cafeteria

1. Head Cook
2. Cafeteria Worker

Excluded from the bargaining unit shall be all other employees of the Board including managerial, supervisory, confidential, student employees, and all other employees excluded consistent with Ohio Revised Code 4117.

ARTICLE II

MANAGEMENT RIGHTS

- A. Unless specifically agreed otherwise in this agreement, any and all rights concerned with the management of the Independence Local School District are the exclusive and sole responsibility of the Board. It is further recognized that the Board has the right to:
1. Determine matters of inherent managerial policy that includes, but are not limited to areas of discretion of policy such as the functions and programs of the School District, standards of services, its overall budget, utilization of technology, and organization structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of School District operations;
4. Determine the overall methods, process, means, or personnel by which School District operations are to be conducted;
5. Suspend, discipline, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall missions of the School District as a unit of government;
8. Effectively manage the work force:
9. Take actions to carry out the mission of the School District as a governmental unit.

ARTICLE III

ICE AND EMPLOYEE RIGHTS

A. **Authorized Representatives**

Authorized representatives of ICE shall be permitted to transact official business on school property at all reasonable times, after reporting to the principal and stating the reason for the visit. However, the disturbance of an employee or any other employee in the process of performing assigned duties is prohibited.

B. **Bulletin Boards**

ICE may have reasonable use of Board bulletin boards for posting or transmission of notices concerning ICE matters. Use will be subject to reasonable control and may not contain any political or controversial materials.

C. **Building Use**

1. ICE may use school buildings for meetings in conformance with the existing Board policy at all reasonable hours for meetings. Use will be at times when buildings are otherwise open and without additional expense to the Board. Advance permission (use of proper request form) shall be obtained from the building principal or the Superintendent. Use shall not interrupt regular work or educational activities. ICE shall have no right to use school facilities during a strike.

2. In the event that special custodial assistance is required, ICE shall reimburse the Board for the amount of the custodial wages incurred by the Board as a result of ICE's use of the building.

D. ICE Delegates

The ICE president or designee will be released from work for a maximum of three (3) days per calendar year to attend the ICE Conference(s) upon fifteen (15) days advance notice, with pay and benefits continued.

E. Miscellaneous

1. Prior to each Board meeting, the ICE President shall be provided a copy of the agenda.
2. Whenever ICE plans to present matters on the Board agenda for discussion at a Board meeting, the ICE President shall review the matter(s) with the Superintendent in advance of the Board meeting.
3. A current Board Policy Book shall be made available to the ICE President.

ARTICLE IV

NEGOTIATIONS PROCEDURE

A. Timelines and Submission of Proposals

In lieu of traditional bargaining as outlined below the parties may agree to use interest-based bargaining.

Either the Board or ICE may initiate negotiation by serving notice on the other party no earlier than one hundred-fifty (150) days nor later than April 15 prior to the expiration of the Agreement. The party giving notice will notify the State Employment Relations Board (SERB). Unless otherwise mutually agreed, negotiation shall begin within thirty (30) days of the date on which the notice to negotiate was filed with SERB by either party. At such initial meeting, the parties shall submit in writing proposals for discussion or rules for alternative bargaining procedures. Thereafter, neither party shall be permitted to submit additional items for negotiation unless agreed to by both parties. The date, time and place of the next meeting shall be established before adjournment of each meeting.

B. Negotiation Teams

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by ICE. Each team will have no more than four (4) members including the chief negotiator. Three (3) of the members shall be permanent and the fourth may be a rotating member. Neither party shall have

control over the selection of the other party's negotiation team. Consultants may be used with prior mutual approval of the teams.

C. Time Limits

1. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.
2. Bargaining sessions shall last a maximum of two (2) hours unless extended by mutual consent.
3. If the number of bargaining sessions is limited by mutual agreement, the time limits for each session may also be extended by mutual agreement.

D. Agreement

1. The bargaining teams shall have the authority to indicate tentative agreement pending final approval by ICE and the Board. Items agreed to shall be reduced to writing and initialed by representatives of each negotiation team. It is understood that such initialing signifies a tentative agreement subject always to ratification by both parties. Tentative agreement on all issues shall mean that a majority of each team is in favor of the agreement and will recommend it when it is submitted to ICE and the Board for formal approval.
2. If ICE ratifies the tentative agreement, the same shall, within forty-eight (48) hours, be submitted to the Board for ratification.
3. Upon ratification of the agreement by the Board, the Agreement shall be properly signed and dated on behalf of the parties. A copy shall be served upon SERB by the employer.

E. Resolving Differences

1. If agreement is not reached between thirty (30) and forty-five (45) days prior to the expiration of the current Agreement, either party may declare the unresolved issues to be at impasse and may submit them to mediation. The Federal Mediation and Conciliation Service (FMCS) may be contacted for assistance in resolution of the disagreement. Meetings called by FMCS shall be attended by both parties. Costs, if any, incurred by utilizing FMCS shall be shared equally by the Board and ICE. The recommendation of the mediator shall be advisory to the parties.
2. This negotiation procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistency or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes

the parties' mutually agreed upon and exclusive dispute resolution procedure.

F. Adjustments

Adjustments to the above timelines may be made upon mutual agreement of the parties.

G. Printing Costs

Costs of printing copies of this Agreement shall be shared equally by the Board and ICE.

ARTICLE V

NO STRIKE

- A. During the term of this Agreement or any extension thereof, the Association, its agents, representatives and members of the bargaining unit shall not directly or indirectly participate in or sanction any strike activity as defined in Chapter 4117 of the Ohio Revised Code or other interference with the operation of the school district.
- B. Any employee who violates Section 1 of this Article shall be subject to discharge or other disciplinary action.

ARTICLE VI

NON-DISCRIMINATION

- A. The Board and ICE agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or handicap.
- B. The Board and ICE expressly agree that membership in the Association is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.
- C. The Board agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Board against any employee because of their lawful participation in an official capacity on behalf of ICE.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a claim by a Bargaining Unit Member(s) or ICE that there has been a violation, misinterpretation or misapplication of this Agreement between ICE and the Board.
2. "Days" shall mean actual calendar days.
3. The "grievant" or "aggrieved" shall include any Bargaining Unit Member or group of bargaining unit members or ICE where the grievance as defined above is based upon the same set of alleged facts and contract provision(s).
4. "Representation" or "Representative" as provided for in this Section shall be:
 - a. for the Grievant at Step 1 and beyond, any representative of ICE or its affiliates selected by the grievant;
 - b. for the board, any person chosen by the Board/ Superintendent.

B. Rights of the Grievant/Stipulations

1. Either party may have a representative present at any and all formal steps of the Grievance Procedure, however, a grievant may appear on his/her own behalf at all steps of the procedure.
2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal from all concerned parties.
3. Depending on the nature of the grievance, it may be initiated with the Service Manager or the Building Administrator.
4. Any grievance not settled at the informal level shall be further reduced to writing and shall state the facts upon which the grievance is based and the date or dates on which the alleged grievance occurred, including the exact provision or provisions of this Agreement claimed to have been violated and the remedy sought. A grievance disposition shall state the facts upon which the disposition is based, and shall provide a response to each contract provision claimed to have been violated.
5. Grievance records shall be kept in the central office but separate from the individual personnel records.

6. Meetings under this Article shall occur outside the grievant's work day, unless agreed otherwise by mutual consent of the parties.

C. Time Limits

1. Time limits specified herein are considered maximum. However, they may be extended by written agreement of the parties or by oral agreement where an emergency arises.
2. If a grievance is not filed or appealed within the time limits specified at any step of the Grievance Procedure, the grievance will be waived and barred from any further appeal. Failure, at any step of the Grievance Procedure, to communicate a written disposition of a grievance within the specified limits shall permit the grievance to proceed to the next step of the Grievance Procedure at any time without loss of remedy.
3. Any alleged grievance claim shall be submitted to the proper supervisor and at the required formal step within twenty-five (25) days of the occurrence of the alleged grievance or the alleged grievance shall be waived and barred from any further appeal.

D. Informal Step

If a grievant believes there is basis for a grievance, grievant shall request in writing a meeting with the Building Administrator or Service Manager to discuss the alleged grievance within twenty (20) days after the date on which the alleged grievance occurred. The grievant and the Building Administrator or Service Manager shall meet to discuss the alleged grievance within two (2) work days of the request to meet. If the grievance is not resolved at this informal meeting, the grievant may proceed to the next step.

E. Formal Steps

Step I - If the grievance is not resolved at the informal meeting, or the Building Administrator or Service Manager failed to meet the grievant after a timely request to meet, the grievant shall complete the Grievance Report Form (Exhibit A) and submit it to the Building Administrator or Service Manager within five (5) days after the date denied at the informal step and within twenty-five (25) days of the occurrence of the alleged grievance. Within five (5) days of receipt, the Building Administrator or Service Manager and/or his designated representative shall meet with the grievant. Within five (5) days of this meeting, the Building Administrator or Service Manager or his designee shall indicate on the Grievance Decision Form the disposition of the Grievance.

Step II - If the grievant is not satisfied with the disposition of the grievance at Step I, or no disposition was given, the grievant shall within five (5) days of the disposition or the day it was due, appeal the decision to the Superintendent by completing the Grievance Report Form. After receipt of the notice, the

Superintendent shall within five (5) days meet with the grievant and indicate in writing on the Grievance Decision Form the disposition of the grievance within (5) days of the meeting.

Step III - If the grievant is not satisfied with the disposition of the grievance at Step II, or no disposition was given, the grievant shall within five (5) days of the disposition or the day it was due, appeal the decision in writing to the Board of Education. Within fifteen (15) days after receipt of the notice, the Board of Education shall meet in executive session with the grievant, his/her representative, the Superintendent, and/or the Board representative, and indicate in writing on the Grievance Decision Form the disposition of the grievance within fifteen (15) days of the meeting.

Step IV - If the grievant is not satisfied with the disposition of the grievance at Step III, or no disposition has been made within the above-stated time limit at Step III, the grievant may submit written notice of appeal to arbitration. The appeal shall be submitted within five (5) days of the Step III disposition or the date the disposition was due. The grievant and ICE must agree in writing to advance the grievance to arbitration. The grievant shall submit a letter to the American Arbitration Association within ten (10) days of the appeal to Step IV for a list of seven (7) National Academy arbitrators. Final resolution shall be rendered by the arbitrator as soon as possible after the hearing is closed and copies shall be sent to all parties present at the hearing. The decision shall be binding on the Board, the Association, and the grievant. The cost of the arbitration shall be paid totally by the losing party.

The arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the terms of this Agreement, nor add to, detract from or modify the language herein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to decide or render opinions on any other issues not so submitted, or to submit observations or declarations of opinion which are not directly essential in reaching the decision.

Except as expressly limited by this Agreement, the arbitrator shall have no authority to interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with its powers, duties, and responsibilities. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, or contrary to law. The arbitrator shall rule on any question pertaining to whether he has the contractual or legal authority to recommend the relief sought if requested to do so by either party.

- F. Whenever a written grievance is filed at any step, a copy shall be submitted directly to the Superintendent the same day it is delivered to the Service Manager or the Building Administrator.

ARTICLE VIII

ASSOCIATION DUES - CHECK-OFF

- A. The Board agrees to deduct from the pay of regular full-time and regular part-time employees, dues for the association. Payroll deductions shall be continuous and shall be revocable by the employee upon presentation of written notice to the Treasurer to exercise withdrawal rights consistent with the Association's authorization form.
- B. Association membership dues shall be deducted from the employee's pay on a school year basis in twenty (20) equal payments.
- C. The Board shall provide a list of bargaining unit employees whose annual contractual salary exceeds \$4,000 and shall state their annual salary to the Treasurer of the Association by September 1 of each year.
- D. The Association shall indemnify and hold the Board harmless, including payment of attorneys' fees and costs for any and all claims, demands or suits of any other action arising from Article V.
- E. The employee shall provide the Treasurer with a signed dues deduction authorization form on or before September 15 of each school year.

ARTICLE IX

FAIR SHARE

- A. The Association recognizes its obligation to fairly and equitably represent all employees whether or not they are members of the Association. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of the Association, shall be transmitted by the Association to the Board's Treasurer by September 15 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5, the names of the employees who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of employees who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- B. The Board's Treasurer shall inform the Association when there is a newly-hired employee after the school year begins within five (5) calendar days of that employee being hired. If that employee elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that employee's date of hire and shall also inform the Board's Treasurer as to that employee's annual fair share fee. Payroll deductions, in substantially equal

amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.

- C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provision of Section 4117.09 (C) of the Ohio Revised Code. No employee is required to become a member of the Association.
- D. The Association on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Association within ten (10) days of receiving the written claim;
 - 2. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - 3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (b) permit the Association or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.
 - 5. The provisions of this Article apply only to bargaining unit employees whose salary exceeds \$4,000.00 per contract year.

ARTICLE X

SENIORITY/LEVELS

- A. Seniority shall be defined as the length of continuous employment with the Board as computed with the employee's initial employment, or the starting date of re-employment, whichever is later, except as provided in Article XII (Contracts).
- B. An authorized leave of absence is not a break in service, but any leave except sick leave and assault leave in excess of four weeks shall not be counted in determining seniority. If length of continuous employment is the same, then the tie-breaker in seniority will be determined by:

1. the date of the Board meeting in which the employee was hired as a regular employee and then by;
 2. the date of the application, for those received before August 1, 2006 and then by;
 3. for those received on and after August 1, 2006 the date the application was received and then by;
 4. the flip of a coin (quarter).
- C. All seniority of any employee will terminate if the employee:
1. resigns with notice;
 2. is discharged for just cause;
 3. retires;
 4. is on layoff for more than eighteen (18) months;
 5. fails to respond to a recall notice as set forth in Article XVIII(Reduction in Force).
- D. An employee who is promoted or transferred to any non-bargaining unit position will retain accumulated seniority but will not accumulate seniority while out of the unit, and may, at the election of the Board, be returned seniority-wise to the classification held immediately prior to his/her change from a bargaining unit to a non-bargaining Association status. If such a classification no longer exists, the employee may exercise his/her seniority under the terms of this Agreement.
- E. Re-employment is defined as leaving employment and being re-hired.
- F. Levels are based on a salary average of comparable districts plus working knowledge. After initial placement, movement is annual.

ARTICLE XI

PERSONNEL PROCEDURES

- A. Suspension, demotion or reduction in compensation of any employee shall be for just cause following the opportunity for an employee to meet with the Superintendent or designee to discuss the reason(s) for the intended action. If a meeting is requested by the employee, the employee may have an Association representative present and shall have an opportunity to respond to the charge(s).
- B. All employees shall complete and sign a time sheet verifying their start and stop times, as well as meal breaks, if any. Employee timesheets shall be verified and

initialed by the employee's supervisor. When the Superintendent or designee determines that there may be an exception or difference between an employee's time sheet and actual hours worked, the Superintendent or designee has the discretion to require the employee to utilize a clock-in procedure for up to one year.

- C. When the Board terminates an employee, the termination shall be in accordance with the provisions of Ohio Revised Code 3319.081. Termination is not grievable but may be appealed to the Common Pleas Court.

ARTICLE XII

CONTRACTS

- A. The contractual status of employees in the bargaining unit shall be in compliance with the provisions of Sections 3319.081 and 3319.083 (O.R.C.) except for newly hired employees as stated below once the probationary period has been successfully completed.
 - 1. Newly hired employees, effective on the date of hire, shall be on probationary status for the first ninety (90) calendar days of their employment and shall be eligible for benefits during the probationary period if they meet eligibility requirements. In addition, the Board may suspend, lay-off, or discharge with or without cause with no obligation to reinstate during the probationary period. However, if laid off and rehired within six (6) months of the lay-off date, said employees will be credited with the time previously worked toward the completion of his/her probationary period.
 - 2. After completion of the probationary status, the employee shall be granted a written contract for a period of not more than one (1) year.
 - 3. After completion of the one year contract, the subsequent contract (if the employee is retained) shall be for two (2) years. Upon completion of the two-year contract (if the employee is re-employed) he/she shall be continued in employment and the salary provided in the contract may be increased but not reduced, unless the reduction is part of a uniform plan affecting all employees of the district (O.R.C. 3319.081).
 - 4. During the probationary period, employees shall not accumulate seniority credit. However, upon completion of the probationary period, the seniority date will then be established as the date of hire or rehire.
 - 5. The salary notice shall clearly specify the annual salary or hourly rate of the employee.

ARTICLE XIII

EVALUATIONS

- A. An evaluation of each limited contract employee will be completed annually. An evaluation of each continuing contract employee may be completed on an "as needed" basis.
- B. In the course of the evaluation process, the evaluator shall give the employee a copy of the completed evaluation form. All copies of this form shall be dated and signed by the employee and evaluator, with two (2) copies retained by the evaluator and the third copy given to the employee. The employee's signature shall not be construed as an agreement to said evaluation. The employee shall have the opportunity to comment on the same form. If requested, the employee shall have a conference with the evaluator.

ARTICLE XIV

PERSONNEL FILES

There should be one personnel file for each employee kept at the Board office. Additionally, each building administrator may have a file on each employee at the building. An employee and the employee's representative shall have the right to have access to his/her personnel files in the presence of the Superintendent or his/her designee, providing this does not interfere with the employee's assigned duties and upon giving one day notification. Pre-employment materials, if any, may be removed from the personnel files but all parties should be satisfied that those are the only materials removed from the file. Materials in the file must be job related, and the employee shall have the right to place a written response into the file to any material contained therein. No materials shall be placed in an employee's file that came from an anonymous source.

ARTICLE XV

JOB POSTING

- A. A vacancy occurs when an employee resigns, retires, or is involuntarily terminated from employment and the Superintendent determines to fill the position on a permanent basis or where the Superintendent, with the approval of the Board, determines to create a new permanent position. In such event the vacant position shall be posted electronically for a period of seven (7) days unless an emergency situation arises. The posting shall not be less than two (2) calendar days, excluding Saturday, Sunday and holidays. A good faith attempt will be made to fill the vacancy within sixty (60) calendar days or less.

- B. Interested employees may make written application to the Superintendent's office. Interviews shall be granted to all employees who meet the job qualifications and who apply. All postings must include a deadline for filing and state the classification.

ARTICLE XVI

JOB DESCRIPTIONS

Job descriptions, consistent with the classifications contained in Article I (Recognition) or future revised and/or new job classifications shall be prepared and made available to employees of their respective classifications and to the Local Association President.

ARTICLE XVII

WORK BREAKS

- A. Employee work breaks and lunch breaks shall be allocated based upon consecutive hours worked per day as follows:
 - 1. One fifteen (15) minute break for working more than four (4) hours and less than seven (7) hours.
 - 2. A thirty (30) minute lunch for working seven (7) or more hours.
 - 3. Two (2) fifteen (15) minute breaks and a thirty (30) minute lunch for working more than seven (7) hours.
- B. Work breaks shall be paid time. Lunch breaks shall be unpaid time.
- C. All breaks are to be mutually scheduled with final approval reserved for the appropriate supervisor.
- D. Individual employees may follow a flextime schedule if mutually agreed to by the affected employee(s) and the appropriate supervisor.

ARTICLE XVIII

REDUCTION IN FORCE

The following provisions shall govern layoff, bumping and recall of ICE bargaining unit members implemented on and after August 1, 2006.

- A. When in the sole determination of the Board, a reduction of personnel or hours becomes necessary, the following procedure shall govern:
 - 1. The affected employee(s) shall be given fifteen (15) calendar days prior notice of a reduction in force.

2. Employees in the affected position will be reduced on the basis of system-wide seniority and ability to perform the full scope of the position requirements. Employees so reduced will have the right to "bump" in the following priority order:
 - (a) bump the least senior employee in the next lower position, if any, within the employee's current classification series as contained in Article I (Recognition). If no such position is available, the employee may use her/his system seniority to:
 - (b) bump the least senior person in another position previously held as a contracted position in the same classification series. If no such position is available, the employee may use her/his system seniority to:
 - (c) bump into another position previously held as a contracted position in a different classification series.

The rate of pay shall be determined in accordance with Article XL (Salary). To exercise his/her bumping rights, an employee shall notify the Service Manager or his designee, in writing, within five (5) work days after notification of the layoff by the Board.

3.
 - (a) Employees shall be recalled from layoff in reverse order of layoff provided the employees are qualified to perform the full scope of the position requirements.
 - (b) An employee who has bumped to a position in a different classification series remains eligible for recall to a vacancy in the position held prior to layoff.
 - (c) Before a new employee is hired, an employee on the recall list shall be given preferential consideration for recall to a vacant position previously held as a contracted position.
4. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Board's records. The recall notice shall state the time, place, and date at which the employee is to report back to work. The employee shall be given at least five (5) days, exclusive of Saturdays, Sundays, and holidays, from the delivery date or attempted delivery date of the notice to report to work. Failure to report within the required time shall result in the termination of seniority.
5. An employee on the recall list, at the employee's request, shall be placed on substitute lists to be called in on a seniority rotation basis provided he/she is qualified to perform the substitute duties of that position. ICE may request copies of the seniority and substitute lists. On the sixth consecutive day in a substitute position an employee on the recall list will

receive either the level one hourly rate for the position or the substitute rate, whichever is greater.

6. To be eligible to bump or accept recall the employee must be qualified to perform the duties of that position as determined by the administration. A person may bump or accept recall only to a position at the same or fewer hours as those worked prior to layoff and in a position where the bumping employee successfully completed the probationary period.
7. An employee's name shall remain on the recall list for a period of eighteen (18) months. If offer of recall is refused, the employee's name shall be eliminated from the recall list.

ARTICLE XIX

SCHOOL CALENDAR

- A. The Superintendent will accept and review any suggestions from the staff concerning planning a school calendar. If any input by ICE or individuals is to be considered by the Superintendent, these suggestions must be in writing and in the Superintendent's office on or before February 1 of the year preceding the start of the next school year. If requested by the ICE President, the Superintendent will meet with representatives of ICE to consider their suggestions regarding the school calendar.
- B. Each ICE member shall receive a copy of the school calendar for the coming year prior to the conclusion of the current school year. The ICE President will receive the calendar from the Superintendent to distribute to all ICE members.

ARTICLE XX

HOLIDAYS

- A. Full-time employees scheduled to work eight (8) hours per day and forty-seven (47) or more weeks per year shall be entitled to the following holidays. Part-time employees who work forty-seven (47) or more weeks shall be entitled to the following holidays on a prorated basis:

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

- B. Employees scheduled to work less than eight (8) hours per day and less than forty-seven (47) weeks per year shall be entitled to the following holidays:

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

- C. Employees scheduled to work at least seven and one-half (7-1/2) hours per day and at least forty-two (42) weeks per year shall be entitled to the following holidays:

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

- D. Holiday pay shall be at the employee's per diem rate.
- E. Holidays that fall on a Saturday shall be celebrated on the preceding Friday and holidays that fall on a Sunday shall be celebrated on the following Monday.
- F. To be eligible for holiday pay, the employee must be on a pre-scheduled vacation or work the scheduled day before and after the holiday unless the employee medically substantiates such absence.

ARTICLE XXI

VACATIONS

- A. Full-time employees who are scheduled to work eight (8) hours per day and forty-seven (47) or more weeks per year shall be entitled to a vacation with pay provided they work at least one thousand (1,000) hours in the preceding twelve (12) months of the full-year contract periods, August 1 through July 31, and complete the following full-year service requirements:
- | | |
|-----------------------------|---------|
| 1 year through 5 years - | 2 weeks |
| 6 years through 10 years - | 3 weeks |
| 11 years through 19 years - | 4 weeks |
| 20 years or more | 5 weeks |
- B. Full-time employees who are scheduled to work eight (8) hours per day and forty-seven (47) or more weeks per year but are hired after August 1 of a contract year, shall earn vacation days prorated from the date of hire through July 31 of that contract year at the rate of .7 vacation days for each full month of scheduled hours worked.

- C. Full-time employees who retire, are laid off, or quit with appropriate notice (minimum of two (2) weeks), shall be entitled to vacation pay prorated as of the effective date of the separation.
- D. Part-time employees who work forty-seven (47) or more weeks per year shall be entitled to a vacation with pay on a prorated basis. The same service requirements and vacation year as full-time employees shall apply.
- E. Beginning with summer 2007, from 5 business days after the last teacher work day of the school year through the first full week in August ("summer vacation period") a custodial employee may schedule up to 3 consecutive weeks of vacation. Summer vacation period requests must be submitted by March 1st. The more senior custodian will get first preference when vacation requests overlap. For requests submitted after March 1st, the preference for approval will be determined by the date of application. No more than one (1) custodian per building may be away on vacation during the summer vacation period at the same time. In extenuating circumstances more than 3 weeks during the summer vacation period may be approved by the Service Manager. Vacation requests will not be approved starting with the second full week in August through 5 business days after the start of the school year.

ARTICLE XXII

TRANSPORTATION

A. Route Assignment

1. The Service Manager or designee shall determine each bus route's time and schedule and review it with the individual bus driver.
2. Bus routes will be posted with a copy provided to the Association President prior to the opening of school. On the basis of seniority, contracted bus drivers shall have a preference of routes.
3. During the school year, the Superintendent and/or his/her designee may adjust routes, assignments, stops, destinations, and itineraries as needed to reflect changes from anticipated student loads and adjustments for safety, road conditions, and the education program. During the school year in the event of a permanent change in a route, up or down, the compensation of the driver will be adjusted to reflect the added or decreased time, provided any decrease for the remainder of that school year shall not negatively impact the insurance eligibility of the driver.
4. Drivers will use the bus assigned by the Transportation Coordinator on extra trips. Upon return to the garage, drivers are responsible for the interior cleanliness of the bus he/she is assigned to drive.

5. It shall be the driver's responsibility to fuel a bus after a field trip if not driving his/her regular bus.
6. On Fridays, when the pre-school routes are not running, the pay of those drivers will not be reduced and the affected drivers assigned other duties for those periods of time.

B. Additional Run Procedures

1. Runs Added During the School Year

- a. Additional runs added during the school year shall be filled on the basis of seniority.
 - i. Contracted drivers shall have the first opportunity to bid on runs on a seniority basis.
 - ii. If no contracted drivers bid on the run, other employees in the District, who hold a CDL, shall be able to bid upon it.
- b. No driver or employee may bid upon a run that would result in said driver or employee exceeding forty (40) hours worked per week.
- c. No driver or employee may bid upon a run that would interfere with his/her currently assigned run and/or duties.
- d. Any open run may be bid upon; however, once successfully bid, the driver or employee may voluntarily change an additional run only once per school year.

2. Utilization of Substitutes on Additional Runs

- a. At the start of the year or when an additional run is posted, drivers shall be permitted to sign up on a substitute list for the specific additional run, on the basis of district seniority. In the event the driver regularly scheduled to perform the additional run is absent or declines to perform the run, the District shall use the substitute list rotating the substitute driver selected if more than one driver is on the list.
- b. If the driver originally awarded the additional run by seniority bidding declines to perform the additional run ten times during a school year, that driver shall forfeit that additional run and the run shall be rebid pursuant to the provisions for "Runs Added During the School Year" (B-1 above). Any driver who forfeits an additional run shall not be eligible to bid for any other additional run during that school year.

- c. If the driver originally awarded the additional run by seniority bidding can no longer perform the additional run, the additional run shall be rebid pursuant to the provisions for "Runs Added During the School Year" (B-1 above). The original driver will not be disqualified from bidding on subsequent additional runs.

C. Extra Trip Procedure

1. The Superintendent and/or his/her designee will establish a rotation schedule by seniority for all contracted drivers (including drivers assigned to special education runs) as well as licensed CDL classified employees who volunteer to be placed on the rotation list for co-curricular, extra-curricular, and field trips ("field trip drivers"). After the Service Manager or designee has gone through the rotation schedule twice and no driver has accepted the trip, the Service Manager or designee has the right to assign the trip to the field trip driver by seniority on a rotating basis with the driver with the least seniority called first. The trip may not conflict with the employee's other contracted position. A field trip driver who is assigned the trip may locate a substitute to take the trip.
2. When a field trip has been canceled within eight (8) hours of departure, that driver will be given two (2) hours pay.
3. When a field trip has been canceled, the driver will receive the next trip available.
4. Field trips shall be paid at the special rate for a minimum of two (2) hours. If less than forty-eight (48) hours' notice is given for a field trip ("late field trip"), the trip shall be selected by seniority rotation of all field trip drivers using a separate "48/24" hour trip list beginning with the most senior driver by rotation coinciding with the regular field trip list. The driver who takes the trip shall not lose his/her position on the regular rotation schedule. Where one or more late field trips are posted at the same time, the more senior driver can pick only one trip in any group.
5. Overnight field trips shall be at the regular rate per hour not to exceed eight (8) hours for any calendar day.

Overnight field trips for licensed CDL classified employees assigned bus driver duties shall be paid their regular rate of pay, not to exceed eight (8) hours in any calendar day.
6. A committee composed of the Service Manager, the driver representative and the ICE President shall meet during spring 2007 to review implementation of the field trip assignment procedure.
7. Kindergarten and vo-ed bus runs shall be paid at the regular rate per hour for a minimum of one (1) hour.

8. When a mechanic-maintenance, custodian or general classified is required to drive a route for a regular bus driver, he/she shall be paid his/her regular rate of pay. He/she shall also be paid his/her rate for any emergency runs.
 9. Practice runs in the beginning of the school year shall be paid at the regular rate not to exceed three (3) hours.
 10. Bus drivers assigned to A.M. and P.M. runs shall be required to work a minimum of three and three-quarter (3-3/4) hours and such time shall include combined driving and pre-trip and post-driving preparation time.
 11. Bus drivers assigned to either A.M. or P.M. runs shall be required to work a minimum of two (2) hours and such time shall include combined driving and pre-trip and post-driving preparation time.
 12. Assignments for summer field trips shall be offered by seniority in rotation.
- D. Physicals required by the Board shall be paid by the Board.
- E. If the Board requires a driver to attend an in-service meeting, the driver shall be paid at his/her regular rate of pay. Non-required attendance at a staff meeting shall be paid at the special rate.
- F. At the beginning of the year, clerical work as designated by the Service Manager shall be paid at the special rate not to exceed two (2) hours.
- G. Special Bus Runs
- Bus drivers assigned to special runs which require performing duties outside the normal school district's geographical boundaries and/or which exceed the minimum hours established in Section C-10 above, shall have their minimum hours established by October 1 of each year. Except for winter and spring breaks and summer vacation, such hours shall remain constant for that assignment for the remainder of the school year. Such time shall include combined driving and pre- and post-driving preparation time. For days during winter and spring break or summer vacation when the District is not in session drivers or aides assigned to special runs shall be paid the 2 hour minimum per run.
- H. Full day of sick leave shall be calculated at the driver's contracted hours.

TRANSPORTATION – RATES OF PAY

REGULAR HOURLY RATE

Regular Bus Route
Vo-Ed
Kindergarten

Practice Runs
Overnight Field Trips
Required in-service meetings

SPECIAL RATE

Field Trips (Land Lab)
Clerical Work
Non-required staff meetings
and non-required in-service

The special rate of pay shall be as follows:

2014-2017	13.41
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ARTICLE XXIII

UNIFORM ALLOWANCE

- A. Newly hired employees in the Mechanic-Maintenance, Custodian, and General Classified classifications shall receive five (5) sets of uniforms upon completion of their probationary period.
- B. Upon completion of their probationary period, cafeteria workers will receive five (5) shirts annually and an annual shoe allowance up to a combined total of \$200.00. Over the course of the year employees may be required to bring worn out clothing to the Service Manager to seek approval for replacements. Purchases of such uniforms are to be pre-approved by the Service Manager consistent with operating requirements.
- C. Bus Drivers will receive \$150.00 per employee for outerwear (for example boots, gloves, hats, seasonal jackets, shoes) once every three (3) years. Each new driver, upon completion of the probationary period, must first use their outerwear allowance for one (1) jacket. Purchases of such outerwear are to be pre-approved by the Service Manager consistent with operating requirements.
- D. Classified Mechanic-Maintenance, Custodian and General Classified employees shall be provided with a clothing allowance up to two-hundred fifty dollars (\$250) per school year. Over the course of the year employees may be required to bring worn out clothing to the Service Manager to seek approval for replacements. Such uniforms are to be pre-approved by the Building Administration or Service Manager consistent with operating requirements.
- E. Upon completion of their probationary period, Educational Aides, who work outside daily, shall be provided three (3) tee shirts annually. They shall, also, be provided one winter and one spring/fall jacket, once every three (3) years.

- F. Upon completion of their probationary period, cleaners shall be provided three (3) tee shirts annually. Purchases of such uniforms are to be pre-approved by the Service Manager consistent with operating requirements.
- G. Upon completion of their probationary period, Secretaries, Media Specialists, and Educational Aides, who do not work outside daily, may be reimbursed up to \$100 during the contract period for damaged clothing in the course of performing their work duties. All reimbursements must be approved by the building principal.
- H. The above-classified employees are required to wear such uniforms during working hours. The color and style of such uniforms are to be selected per each building workgroup with their input subject to final supervisor approval with one exception as follows. To implement the provision to provide educational aides with coats and jackets, the style, color and price shall be at Board discretion for the term of this collective bargaining agreement.

ARTICLE XXIV

BOILER LICENSE

Classified Custodians who have a current State of Ohio Boiler Operator License on file with the Board will be compensated \$300 per year. The annual compensation will be prorated dependent on the employment date or the date of receipt or renewal of such license, and it is incumbent on the employee to maintain a current license. New employees (after start of contract) will be reimbursed up to three-hundred dollars (\$300) for completion of boiler licensing course. Once licensed, the Board will pay the annual renewal fee.

ARTICLE XXV

OVERTIME AND PREMIUM PAY

- A. The overtime rate of one and one-half (1-1/2) times the straight time hourly rate for the job performed shall be paid for all hours actually worked plus sick leave, personal leave, vacation and holiday hours by an employee in excess of forty (40) hours in any work week.
- B. The work week shall be defined as a maximum of five (5) consecutive days as scheduled by the administration. When re-scheduling an employee, the new schedule shall be available to the employee at least one (1) week in advance unless an emergency occurs.
- C. All overtime shall be offered to full-time employees on a right of first refusal.
- D. Compensatory time will be offered as an alternative to overtime pay for full-time employees only for school sponsored events, activities, or emergencies. Compensatory time accumulation cannot exceed forty (40) hours and must be taken within the school year earned.

ARTICLE XXVI

SEVERANCE PAY

- A. A member of the bargaining unit who has completed eight (8) or more consecutive years of service with the Board may elect at the time of official disability or service retirement under the provision of State Law and the retirement system to receive severance pay as follows:
1. Provide a written resignation and evidence of applying for State retirement benefits.
 2. Accumulated sick leave shall be used for calculating severance pay. Only sick leave accumulated while employed by the Board shall be considered for calculation purposes.
 3. The amount of severance pay shall be thirty-five percent (35%) of the accumulated but unused sick leave at the time of retirement up to a maximum of eighty-five (85) days.
 4. The payment shall be based on the employee's per diem rate at the time of retirement.
 5. An employee shall receive severance pay once and shall be an employee of the Board immediately prior to retirement.
 6. In the event of an untimely death and provided the employee meets the requirements above (#1 excepted) payment shall be made to the employee's spouse or estate, whichever is applicable.
 7. Payment will be made within one hundred twenty (120) days from the employee's last month of service.

ARTICLE XXVII

CALAMITY PAY

- A. Employees shall be compensated at their per diem rate for days or parts thereof when a school or schools are closed due to an epidemic or other public calamity.
- B. An employee who is required to work on such days shall be paid at the rate of time and one half.
- C. Any employee who has requested and has been granted sick leave, personal leave, or vacation on a day which has been declared an entire calamity day will not be charged with sick leave, personal leave, or vacation on that date.

- D. When called for service on a calamity day, employees shall report for duty unless on a pre-approved leave.

ARTICLE XXVIII

BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO SERS

- A. The total annual salary and salary per pay period of each employee shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based on gross income as reported to the respective taxing authorities.

ARTICLE XXIX

PAYROLL PROCEDURES

- A. The normal payroll procedures will be as follows:
 - 1. A salaried employee is allowed one change (from twenty-one (21) to twenty-six (26) pay periods) by August 1 of a school year during the life of the contract.
 - 2. Full-Year Employees will receive twenty-six (26) equal payments or fractions thereof.
- B. For legal or financial reasons, the Treasurer may be required to change the pay periods for full-year employees to twenty-seven (27) pay periods.

- C. Electronic Transfer – Effective with the beginning of the 2014-2015 school year, electronic transfers shall be mandatory for all bargaining unit members with e mail notification. Prior to implementation, the Board shall institute kiosk training of current employees and for those employees hired after the initial training, the Board shall provide kiosk training to such individuals. An employee's salary shall be paid by electronic transfer to an institution of the employee's choosing on the electronic transfer system on each pay day. The employee shall hold harmless the Board, its agents and employees from any liability due to any errors resulting from electronic transfers which are beyond the control of the Board, its employees and agents.

ARTICLE XXX

SICK LEAVE

- A. Sick leave shall be earned and used in accordance with Section 3319.141 Ohio Revised Code, unless agreed otherwise below.
- B. Sick leave shall be earned at the rate of one and one-quarter (1-1/4) days per month of active employment, up to a maximum of fifteen (15) days for each year a person is under contract. Unused sick leave may be accumulated to a maximum of two hundred eighty days (280).
- C. Sick leave is transferable to and from the Independence Schools and to and from any other public school or qualifying state agency in the State of Ohio up to the maximum of sick leave accumulations permitted in the agency to which the employee transfers. To be credited with accumulated sick leave certification of days accumulated must be submitted to the Independence Treasurer.
- D. Employees shall be granted sick leave without loss of pay for absence due to personal illness, injury, pregnancy or disability resulting from pregnancy, exposure to contagious disease which could be communicated to others, and from absence due to illness, injury, or death in the employee's immediate family.
- E. Immediate family shall be defined as father, mother, husband, wife, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, or anyone who is a relative residing in the household of the employee.

For absence due to death of an aunt, uncle, niece, or nephew, an employee may use a maximum of three (3) days during the life of this contract. Days may not be used consecutively.

- F. Employees who use sick leave shall furnish a written, signed statement stating reasons to justify the use of sick leave, on an Employee Absentee Report Form. If medical attention was required, the name of the physician and date(s)

consulted may be required. If the Board requires a medical examination to verify use of sick leave, it shall be at the Board's cost. Failure to comply with these requirements or falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 of the Ohio Revised Code.

- G. All employees shall complete the written statement form and submit it to the Building Administrator or Service Manager the day they return to duty.
- H. All unexcused absences shall be pay deductions at the equivalent per diem rate of the Board employee.
- I. Each employee shall be entitled to five (5) days of advanced sick leave in the event that the accumulated sick leave has been exhausted. The five (5) days advanced sick leave shall be charged against future accumulated sick leave. If the employee terminates employment before the leave actually accrues, the employee shall reimburse the Board for the sick leave used but not earned.
- J. Sick leave accumulation shall be posted quarterly on pay stubs.
- K. An employee with accumulated 280 days of sick leave who experiences a catastrophic personal illness/injury, after use of thirty (30) sick days, may petition the Superintendent for application of sick days accumulated above the maximum set out in (B) above (the "excess sick days"). If such petition is approved, the employee's sick leave accumulation will be restored up to the maximum accumulation in (B)(2) above from the excess sick days, to a maximum restoration of thirty (30) days.

ARTICLE XXXI

LEAVES FOR REASONS OF DISABILITY OR PERSONAL ILLNESS WHEN SICK LEAVE HAS BEEN EXHAUSTED

Upon written request, any employee who, after exhausting accumulated sick leave is unable to perform satisfactorily the duties of his/her position due to personal illness or disability may be granted a leave of absence without pay not to exceed one (1) school year.

ARTICLE XXXII

DONATION OF SICK LEAVE

- A. An employee with sixty (60) or more days of accumulated sick leave may, in a particular school year, give up to five (5) days of such leave to an eligible recipient to be used for the recipient's personal illness or injury. For this purpose, an "eligible recipient" is an employee who (1) has at least one (1) year of system seniority, (2) has exhausted all accumulated or advanced sick leave credit, and (3) has suffered a catastrophic illness or injury that has resulted in an absence from duty in excess of thirty (30) consecutive work days. The requirement of

thirty (30) consecutive days of sick leave absences may be waived in extraordinary circumstances at the discretion of the Superintendent.

- B. No recipient shall receive more than thirty (30) days of sick leave from other employees over the total course of the recipient's employment by the Board. The maximum number of thirty (30) days of sick leave that can be received may be waived in extraordinary circumstances at the discretion of the Superintendent. Any sick leave given under this provision will be forever forfeited by the donating employee.
- C. The employee may apply to use the Sick Leave Pool using the form found as Exhibit J.
- D. Donation of sick days shall be initiated by an employee on a form found in Exhibit K no later than the pay period within which the sick leave of the requesting employee is exhausted.
- E. Donated sick leave days shall be added to the accumulated sick leave days of the requesting employee and deducted from the accumulated sick leave days of the donating employee.
- F. Donated sick leave shall not be considered as sick leave use for the purpose of merit incentive for attendance payments.

ARTICLE XXXIII

PERSONAL LEAVE

- A. Personal leave shall be limited to three (3) days per school year. Two of these days shall be restricted and one shall be unrestricted. However, subsection I shall apply to the unrestricted day. Personal leave days will be granted in increments of no less than one-half (1/2) day.
- B. Restricted personal leave days may be used for "personal" business, which cannot be performed or accomplished reasonably well at any other time. Restricted and unrestricted days are not cumulative. An employee will annually convert all unused personal leave days to accumulated sick leave.
- C. Restricted personal leave days may be used for such occasions as religious holidays, conducting legal or financial matters, attendance at funerals, weddings, or other similar affairs.
- D. All requests for personal leave shall be made in writing through the Building Administrator or Service Manager to the Superintendent. The Superintendent shall be responsible for administration of this leave provision. Forms shall be provided.

- E. All requests for personal leave must be made in writing and submitted to the Superintendent's office at least five (5) work days in advance of the requested leave day.
- F. Certain emergencies may not permit a five (5) day advance written notice. Oral requests must be made to the Building Administrator or Service Manager in such cases. (In case of such emergency, a written reason must be submitted to the Superintendent's office upon the employee's return to work for the personal leave to be considered and the personal leave day shall be granted if an emergency situation existed.)
- G. Days for personal leave are not to be subtracted from accumulated sick leave days.
- H. Employees are not to request personal leave for reasons covered under the regular sick leave policy. These days must be charged to sick leave records.
- I. Personal leave requests for days during the five (5) work days immediately preceding or after school vacation times, holidays, and at the beginning or at the closing of five (5) work days of school shall specify sufficient information to establish that the need for leave is beyond the control of the employee. Such leave must be approved by the Superintendent.
- J. All requests shall have a written reason(s) for the personal leave unless the reason(s) are extremely confidential. In such case, the words "personal-personal" are to be inserted and the leave shall be granted without further information, unless Section J (understaffing) applies. Such personal-personal leave shall be subject to the conditions described in the immediately preceding paragraph. "Personal-personal" leave may be used only for those reasons specified in this article.
- K. Management has the right to deny personal leave if it results in understaffing, at which time reasons will be considered in a review process.
- L. Falsification of requests or usage of personal leave may result in disciplinary action against the employee, which may include suspension and/or termination.

ARTICLE XXXIV

ASSAULT LEAVE

- A. An employee who is absent due to disability resulting from a physical assault, other than by another Board employee, which occurs in the course of Board employment, while on duty on school grounds, during school hours or where required to be in attendance at a school sponsored function, the employee shall be eligible to receive assault leave, provided the assault was clearly unprovoked.
- B. If such an incident should occur, the employee shall:

1. Notify his Building Administrator, Service Manager, or the Superintendent, as soon as possible, and will provide a complete written report within two (2) days after the day of the incident if physically able. This report shall provide complete details of the incident and be signed by the employee.
 2. Should civil or criminal action be filed as a result of the assault, the employee and the school will cooperate in the collection of information needed. Necessary time needed for days in court will be granted by the Board of Education.
 3. Furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration.
- C. If any assault results in the employee not being able to perform his/her duties and all foregoing requirements are complied with, the time lost shall not be deducted from accumulated sick leave or personal leave. The employee shall suffer no loss of pay, benefits or emoluments during the leave, but if any workers' compensation or other compensation is received by the employee, it shall reduce the Board's obligation by such amounts.
- D. The employee shall be granted leave for up to five (5) days unless a licensed physician certifies that the incapacity will continue beyond such time stating the nature, severity of the disability and its anticipated duration. The Board may, at its cost, require examination by a physician of its choice to justify any continuation of the leave beyond ten (10) working days. Paid assault leave will be allowed up to one-hundred, twenty (120) days. The Superintendent may grant additional paid assault leave days.
- E. An employee returning to work, from temporary disability assault leave, may expect to return to the same status unless the position was otherwise affected by a reduction in force or change of assignment.
- F. An employee who is on assault leave shall not accept gainful employment elsewhere. Falsification of any information required for disability leave or obtaining employment elsewhere during such leave is grounds for discharge.

ARTICLE XXXV

JURY LEAVE - SUBPOENAED WITNESS LEAVE

A. Jury Duty Leave

1. Any employee who serves as a juror shall continue to be paid his/her salary while serving as a juror. Any remuneration received by the employee for serving as a juror shall be remitted to the Board Treasurer, less actual expenses for parking with accompanying receipts.

B. Subpoenaed Witness Leave

1. The Board will pay the difference between an employee's regular compensation and remuneration received for serving as a subpoenaed witness, when an employee is required to serve as subpoenaed witness in a court of law.
2. An employee must provide proof of subpoenaed witness duty and subpoenaed witness pay voucher(s).

ARTICLE XXXVI

PARENTAL LEAVE

A. Leave Rights

In addition to use of sick leave for pregnancy in accordance with Ohio Revised Code 3319.141, or in lieu of use of sick leave if the employee requests it, an employee who is expecting a child shall be granted a leave of absence without pay for maternity or parental reasons for up to one (1) calendar year after delivery. The requested duration must be stated on the original application. Seniority ceases to accumulate during the period of the leave of absence. Upon the written request of the employee, parental leave may be extended by the Superintendent, solely at his/her discretion and recommendation to the Board for approval.

B. Application for Leave

Application for maternity and/or parental leave shall be in writing, and shall contain a statement of the expected date of birth, the date on which the leave of absence is to commence, and the date the employee will return to service. Applications for maternity and/or parental leave shall be granted by the employer. Applications for leave shall be made at least ninety (90) days before the anticipated commencement of the leave, except when a premature birth or an early adoption occurs.

C. Expiration of Leave

At the expiration of the leave, a continuous contract employee shall be returned to the employee's original position or a comparable position, provided such position or positions exist at the time of return.

D. These provisions shall also apply to adoptive parents or guardians of a child three (3) years of age or younger.

E. An employee who is receiving group insurance benefits at the time of the approved leave may continue to be covered under group insurance programs by reimbursing all premium costs to the Board, unless this procedure is specifically

prohibited by the insuring company. Payment of monthly premiums by the employee shall be paid to the Board Treasurer on the first day of each month, in advance.

- F. A request for parental leave may be withdrawn within ten (10) days of the date of delivery.

ARTICLE XXXVII

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

A. Eligibility

1. An eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any school year (August 1 through July 31), for one (1) or more of the following circumstances:
 - a. the birth of an employee's child and to care for the child up to age one;
 - b. the placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 - c. to care for an immediate family member (spouse, child, or parent) of an employee when that family member has a serious health condition;
 - d. the employee's inability to perform the functions of the position because of the employee's own serious health condition.
2. To be eligible for FMLA Leave, the employee must:
 - a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - b. have worked at least one-thousand, two hundred-fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

B. Serious Health Condition - Defined

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of incapacity (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment

therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care

- b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
- (1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services
 - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider
 - (2) Any period of incapacity due to pregnancy, or for prenatal care
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - (4) A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)
 - (5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care

provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

2. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
3. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
4. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.
5. Absence attributable to incapacity under paragraph B 1b (2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee’s health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)

6. "Health care provider" is defined as:
 - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
 - c. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
 - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
7. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.
8. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.
9. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Agreement.

C. Notice

1. The employee shall provide the Superintendent or his/her designee with written notice no fewer than thirty (30) days prior to taking unpaid FMLA leave for the birth or placement of a child when the employee's need for leave is foreseeable.
2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable

based upon planned medical treatment, the employee shall provide the Superintendent or his/her designee, not less than thirty (30) days prior to the requested leave commencing, with written certification (FMLA Form 1 or 2, Appendices D & E) issued by a health care provider to support his/her request for leave.

If an employee requires intermittent leave or a reduced work schedule as set forth below, the employee shall provide the Superintendent or his/her designee, not less than thirty (30) days prior to commencing the modified work schedule, with written certification (FMLA Form 3, Appendix F) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the employee's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that an employee will give notice to the Superintendent or his/her designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member, or other responsible party) if the employee is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article 30 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the employee had been notified by the Superintendent or his/her designee while on paid sick leave that this leave would be counted as FMLA leave.
2. Where an employee has earned paid sick leave days, this paid leave shall be substituted, at the employee's request, for all or part of any unpaid FMLA leave taken to care for an immediate family member or for the teacher's own serious health condition.
3. When an employee utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the employee or of an immediate family member), the employee will be notified in writing by the Board that said sick leave days count toward his/her annual FMLA leave entitlement. If the employee does not believe his/her leave meets the criteria of a "serious health condition," the employee must notify, in writing, the Superintendent or his/her designee within fourteen (14) calendar days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the employee

again hears from the Superintendent or his/her designee on this specific situation, the Superintendent or his/her designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the employee does not notify in writing the Superintendent or his/her designee within fourteen (14) calendar days, the correction will not be made.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the employee. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the employee's or that of an immediate family member's, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
2. When medically necessary, an employee may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where an employee requests intermittent FMLA leave or FMLA leave on a reduced-work schedule, and where the employee would be on FMLA leave for more than 20% of the total number of working days over the period during which the FMLA leave would extend, such employee must elect either:
 - a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
 - b. to transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the employee.

F. Medical Opinion

1. Additional Certifications: For unpaid FMLA leave the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
2. Subsequent Recertification: The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) days unless:
 - a. the employee requests an extension of leave;
 - b. circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications);
 - c. the Board receives information that casts doubt upon the continuing validity of the certification; or
 - d. when the employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

G. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The employee shall not accrue seniority, sick leave, or any other employment benefits during the unpaid FMLA leave.

H. Return to Work

1. When an employee is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4, Appendix G) that the employee is able to resume the job functions for her/his position.
2. Upon return from unpaid FMLA leave, the Board shall restore the employee to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay, and other terms and conditions of employment.
3. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a Reduction-in-Force [RIF] during the employee's leave period, the Board may deny the employee reinstatement if his/her position was one of the ones affected by the RIF.)
4. Should an employee not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (FMLA Form 1, Appendix D) from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the employee must return to work for thirty (30) days unless precluded from doing so by Board action.

I. Inconsistencies Between the Agreement and FMLA

All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

ARTICLE XXXVIII

PROFESSIONAL LEAVE

An employee may be granted paid leave, including necessary expenses according to Board policies, to attend a workshop specific to his/her job following completion of the appropriate request form and upon prior written Board approval or its designee.

ARTICLE XXXIX

MILITARY LEAVE

Military Leave is permitted pursuant to Section 3319.14 Ohio Revised Code, Military Service, and Section 5923, Ohio Revised Code, National Guard Service, and shall be governed by those provisions or any successor provision. Employees may contact principals or the Superintendent for complete code section.

ARTICLE XL

SALARY

There shall be a base wage increase of 2% for 2014-2015 school year, 2015-2016 school year and the 2016-2017 school year.

A. Custodial Differentials

1. Custodians hired after 1981 shall receive the following hourly differentials for serving as Head Custodians:

High School:	\$.75
Middle School:	\$.50
Primary School:	\$.25

2. Night Custodians and Maintenance assigned to work at night shall receive an hourly differential of \$.15.
3. Custodians currently assigned to be Night Custodians shall continue to be compensated at the \$.40 differential set forth in the predecessor agreement.

B. Secretary Differentials

1. A Principal's secretary shall receive a \$.30 hourly differential.
2. A secretary shall receive a \$.10 hourly differential for serving as a guidance/attendance office secretary.

Differential amounts will not be used in determining an employee's salary compensation increase.

C. Head Cook Classification

When any cafeteria employee is assigned to the head cook classification, they shall be paid an additional four dollars (\$4.00) per day.

D. Alarm Days

Employees who are called to work during off hours (alarm drops) shall be paid for a minimum of one hour and thirty minutes of pay.

E. Banquet Pay

Cafeteria Workers and Cooks required to work banquets will be compensated an additional seventy-five cents (\$.75) per hour for school related banquets or an additional one dollar (\$1.00) per hour for non-school related banquets.

F. Mileage Reimbursement

The Board shall reimburse Mechanic-Maintenance, Maintenance and General Classified for documented, actual mileage at the IRS rate when they are required to use their personal vehicle to drive from one assigned work site to another or for out-of-district travel.

G. Filling Temporary Positions

Long-term substitutes will be Board-approved and are defined as an individual not otherwise employed by the Board in excess of sixty consecutive days. Long-term substitutes are eligible for personal and sick leave and holidays and shall be paid at level one of the classification where they are assigned beginning with the 61st day. From the 1st through the 60th day, the substitute shall be paid the substitute rate. If the administration reasonably anticipates the position will remain available for 60 or more days at the outset of the assignment, the person will be treated as a long-term substitute from the outset of the assignment.

Every consideration will be given to an ICE employee to substitute outside of their classification, provided the employee has the skills and abilities to perform the duties and provided such substitution does not interfere with the employee's completion of her/his regular scheduled hours.

When an employee substitutes outside of their classification, on the sixth consecutive day they will receive either the level one hourly rate for the position or the substitute rate, whichever is greater.

If there is need for a sub in the head cooks position, a food service employee assuming that responsibility will receive an additional four dollars (\$4.00) per day for the first five (5) days of substituting. This amount increases to ten dollars (\$10.00) per day thereafter, beginning on the sixth (6) consecutive day of substituting.

Any employee who is asked to substitute has the right of first refusal. If a substitute cannot be found, management has the right to assign an employee to fill that position.

H. Any full-time employee who participates in family insurance coverage under Article XLIV and who is not eligible for an experience step for the 2010-2011 school year shall receive a one-year payment equal to \$600 if there is a 0% raise in 2010-2011.

I. Retire/Rehire

1. A staff member who is considering a resignation for the purpose of SERS retirement to be followed by re-employment with the District ("Retire/Rehire") may submit a request for Retire/Rehire re-employment to the Superintendent. Requests for Retire/Rehire to take effect at the beginning of the first semester of the next school year shall be submitted not later than March 1. Requests for Retire/Rehire to take effect at the beginning of the second semester shall be submitted not later than October 1. A staff member may make such a request once to the Superintendent. The Superintendent reserves the right to grant preliminary approval or deny the request for Retire/Rehire re-employment. The staff member and the association do not have a right to challenge the Superintendent's decision to grant or deny the request for Retire/Rehire re-employment and no grievance or professional concern may be initiated with respect to such decision. The Superintendent shall respond to the member's request within forty-five (45) calendar days.

2. Only staff members who retire from the Independence Local School District shall be considered for employment under this article before retired employees from other school districts if the staff member has been given preliminary approval.

3. Retire/Rehire employees (RRE) will have no rights under the transfer and vacancy provisions of the negotiated agreement.

4. Upon employment, RREs will be placed on Step 5 on the salary schedule. RREs will advance on the salary schedule each year.

5. RREs are eligible to participate in the District's alternate health insurance plan, dental and vision programs.

6. RREs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC. For the purpose of RREs, the parties expressly agree that this provision supersedes and replaces ORC.

7. RREs will be evaluated in accordance with the terms of the negotiated agreement.

8. RREs may not accrue additional SERS credit as a result of their service following reemployment. Instead, the Board and the RRE shall make contributions to SERS that will fund a single life annuity with a reserve based on the RRE's accumulated contributions during his/her period of service following reemployment.

9. Seniority for RREs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) for the RREs entire "post-retirement" tenure (i.e. the RRE shall remain at the bottom of the RIF list). In the event of a reduction in force, the RRE will not have any of the bumping and/or recall rights set forth in the negotiated agreement.

10. RREs are not eligible for severance pay for accumulated sick leave.

11. RREs will be eligible to accumulate sick leave with five (5) days being carried over to the next school year if eligible.

12. Subject to these provisions, RREs are part of the bargaining unit.

13. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the negotiated agreement.

14. RREs who retire for the Independence Schools who had a supplemental position in the year they retired can apply for the same supplemental position. If approved, s/he will be maintaining their years of experience.

15. In terms of vacation, RREs will be credited five years of service pursuant to Article XXI and will follow Article XXI vacation guidelines thereafter.

ARTICLE XLI

LONGEVITY

- A. Full-time employees, including Media Center Specialists and Guidance Secretary positions, who are scheduled eight (8) hours per day and forty-four (44) weeks or more per year, shall be entitled to longevity pay as follows:

6 th through 10 th year	\$ 500
11 th through 14 th year	\$ 950
15 th through 19 th year	\$ 1,300
20 th year or above	\$ 1,675

- B. Part-time employees who are scheduled three and one-half (3-1/2) hours but less than eight (8) hours per day and less than forty-seven (47) weeks per year:

6 th through 10 th year	\$ 200
11 th through 14 th year	\$ 275
15 th through 19 th year	\$ 360
20 th year or above	\$ 455

- C. Part-time employees who are scheduled less than three and one-half (3-1/2) hours per day and less than forty-seven (47) weeks per year:

6 th through 10 th year	\$ 50
11 th through 14 th year	\$ 75
15 th through 19 th year	\$ 105
20 th year or above	\$ 140

The deletion of the phrase "past Level 10" shall not disqualify any employee, otherwise eligible, from receipt of the longevity bonus.

ARTICLE XLII

MERIT INCENTIVE FOR ATTENDANCE

- A. Each full-time employee, including Media Center Specialists and the secretary assigned to guidance duties, who is scheduled eight (8) hours per day and forty-four (44) weeks or more per year, who has used no sick or personal leave during half of their contract year, shall receive merit incentive for attendance of \$225 for that half year. Use of sick leave on one day as a result of an injury/accident that occurred at work shall not count as sick leave for purposes of this provision. Payment of the incentive shall be made no later than the second pay following the close of the half contract year.

- B. Each part-time employee, who is scheduled three and one-half (3-1/2) hours but less than eight (8) hours per day and less than forty-seven (47) weeks per year who has used no sick or personal leave during half of their contract year, shall receive merit incentive for attendance of \$125 for that half year. Use of sick leave on one day as a result of an injury/accident that occurred at work shall not count as sick leave for purposes of this provision. Payment of the incentive shall be made no later than the second pay following the close of the half contract year.

- C. Each part-time employee who is scheduled less than three and one-half (3-1/2) hours per day and less than forty-seven (47) weeks per year who has used no sick or personal leave during half of their contract year, shall receive merit incentive for attendance of \$75 for that half year. Use of sick leave on one day as a result of an injury/accident that occurred at work shall not count as sick leave for purposes of this provision. Payment of the incentive shall be made no later than the second pay following the close of the half contract year.

ARTICLE XLIII

IN-SERVICE TRAINING

All members of the bargaining unit shall be paid their regular rate of pay for their required attendance at in-service meetings.

ARTICLE XLIV

GROUP HEALTH/LIFE INSURANCE

- A. The Board will offer health care and life insurance as listed in Section F below to each full-time employee and his/her family if applicable. The full-time employee electing such coverage shall pay, by payroll deduction, 12% of the employee premium for those employees who elect Option A, composed of medical plan 7A and RX Plan 4. (A description of the coverages provided in Option A is set forth below.) Employees who elect to continue with the current health insurance program (Option B) shall pay 15% of the employee premium cost.

The Option A and B plans are more completely described below. Each year of the agreement during the open enrollment period, employees may elect the plans associated with options A (12% employee contribution) or B (15% employee contribution) for that year. Coverage shall be effective the first day worked, and the employee shall have the option of selecting single or family coverage.

- B. Full-time employees shall be defined as those employees scheduled to work eight (8) hours per day and forty-seven (47) or more weeks per year.
- C. The Board will provide and pay a prorated premium equal to 35% of elected single health insurance coverage(s) listed in Section E below, (excluding life insurance) on behalf of each part-time employee who works an average of 20 hours per week or greater and less than forty seven (47) weeks per year. Transportation employees with regular daily AM and PM run assignments shall be eligible for the Board payment equal to 35% of elected single health insurance coverage(s) listed in Section E below (excluding life insurance).
- D. Each eligible employee must designate in writing, during the open enrollment period only, their desire to obtain health insurance coverage(s) under this section. The employee's share of the cost for elected health insurance coverage(s) shall be made through payroll deduction.
- E. The Board will provide and pay a prorated premium on behalf of each part-time employee hired prior to August 1, 1988 and his/her family, if applicable, for health insurance and life insurance as listed in Section E below.
- F. Plan descriptions will be as outlined below and shall remain in effect throughout the life of this contract.
- G. Hospitalization and Major Medical Insurance
1. For employees electing Option B, the Board shall provide to teachers a plan equal to or one that surpasses the SuperMed Plus Plan (see attached Benefit Schedule). The Insurance Study Committee shall

continue to explore options for providing the health insurance referred to in this paragraph. The Board may select the insurance carrier of its choice as long as the coverage and benefits are equal to or surpass the current coverage that is described in the attachment.

2. The contribution of part-time teachers shall be prorated based upon the level of compensation paid to the part-time teacher by the Board.
3. The following is the description of the health insurance program available to those employees who elect Option A:

**INDEPENDENCE —
Medical Option 7A
SuperMed Plus
HCR (Non Grandfathered)**

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26	
Older Age Child	26	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Waived	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible — Single/Family ¹	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) — Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	90% after deductible	70% after deductible
Specialist Office Visit ²	90% after deductible	70% after deductible
Urgent Care Office Visit ²	90% after deductible	70% after deductible
ALL Immunizations	90% after deductible	70% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law ³	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)		
Routine Mammogram (One per benefit period)	100%	70% after deductible

Benefits	Network	Non-Network
Routine Pan Test (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (Combined 40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy — Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy— Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation,	90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	\$50 copay; then 70%
Non-Emergency use of an Emergency Room ⁵	\$100 copay, then 90%	\$100 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing / Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and. Substance Abuse — Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits, Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

4. The following is the description of the health insurance program available to those employees who elect Option B:

 Suburban Health Consortium Independence Board of Education SuperMed Plus Section (131, 132, 133, 134) Effective 10/1/2010 (Grandfathered)		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Aged Child	26	
	Removal upon Birth Date	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waived, All Others 6-9	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family ¹	None	\$200 / \$400
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$500 / \$1,000
Physician/Office Services		
Office Visit (Illness/Injury)	100%	80% after deductible
Urgent Care Office Visit	100%	80% after deductible
All Immunizations	100%	80% after deductible
Preventative Services		
Routine Physical Exam (Age 21 and over, one exam per benefit period)	100%	80% after deductible
Routine OB/GYN Exam (One per benefit period)	100%	80% after deductible
Well Child Care Services Including Exam and Immunizations (Birth to age 21; 31 visits per lifetime)	100%	80% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing	100%	80% after deductible
Routine Sigmoidoscopy/Colonoscopy	100%	80% after deductible
Outpatient Services		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical Therapy & Chiropractic (Subject to medical review after 10 visits)	100%	80% after deductible
Occupational Therapy	Not Covered	Not Covered
Speech Therapy – Facility and Professional (Subject to medical review after 10 visits)	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room	100%	100%
Non-Emergency use of an Emergency Room ²	100%	\$50 copay, then 80%
Non-Emergency ER Physician Services	100%	80%

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Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible
Organ Transplants	100%	80% after deductible
Additional Services		
Allergy Testing and Treatments	100%	80% after deductible
Ambulance	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Home Health Care	100%	80% after deductible
Hospice	100%	80% after deductible
Private Duty Nursing	100%	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

OPEN ENROLLMENT is held during the month of September for an October 1st effective date.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

5. Medicare Reimbursement

The Board will fully reimburse those employees who incur premium costs of Medicare payments. This reimbursement will be paid quarterly by the Board to the employee. This provision shall not obligate the Board to pay any payroll tax charged to the employee.

6. Dental Insurance

The dental insurance shall be equal to or surpass the Oasis Plan 18N and shall include a \$25 per individual per calendar year and a \$75 per family per calendar year deductible. The deductible shall not apply to diagnostic and preventative services (Class I). The carrier shall pay 100% for all diagnostic and preventative services, 80% for basic restorative services (Class II), 60% for major *restorative* services (Class III), and 60% for orthodontics (Class IV), subject to the following maximum amounts:

Orthodontics - \$1,000 lifetime maximum per person.
All Other Services - \$2,500 per person per year.

The 18N plan shall be a UCR plan.

7. Prescription Drug Insurance

For those employees electing Option B, the Board will provide to eligible participants a plan that meets or exceeds the coverage specification set forth below. The plan shall be via drug card with a deductible of \$10.00 for generic, \$25.00 for formulary and \$35.00 for non-formulary drugs per script.

8. Insurance Study Committee

An Insurance Study Committee shall be formed which is advisory to the Association and the Board. This committee shall be comprised of a minimum of three (3) no more than five (5) administrative representatives (appointed by the Superintendent) and a minimum of three (3) no more than five (5) IEA Association representatives (appointed by the Association President). The parties agree that a minimum of three (3) no more than five (5) representatives of the Independence Classified Employees (ICE) may be included on this committee.

The Insurance Study Committee shall meet a minimum of four times per year, with the first meeting taking place no later than September 30, 2014. Dates for subsequent meetings, ground rules and the charge of the committee will be decided then.

The purpose of the Insurance Study Committee is to "troubleshoot" concerns with the present insurance coverage along with obtaining information about

alternative insurance concepts, plans, carriers, etc. Committee members will be provided training in insurance concepts, how to run an insurance committee and all other aspects that are relevant to the committee goals.

For those employees electing Option A the prescription drug program shall be as follows:

**Suburban Health Consortium
Independence Board of Education
Classified (Rx Option 4)
Preferred Prescription Drug Program¹**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program without Oral Contraceptive Coverage		
Generic Co-payment	\$10	34 days or 100 unit
Formulary Co-payment	\$25	doses, whichever is
Non-Formulary Co-payment	\$35	greater
Formulary Home Delivery Program without Oral Contraceptive Coverage		
Generic Co-payment	\$10	90
Formulary Co-payment	\$25	90
Non-Formulary Co-payment	\$35	90

INCLUDES Coverage Management which is Traditional Prior Authorization; Smart Prior Authorization; Preferred Drug Step Therapy; and Dose Optimization.

EXCLUSIONS:

- Weight-Loss Medications
- Fertility Medications
- Injectable, Implantable and Transdermal Contraceptives
- Male Erectile Deficiency (MED) Medications
- Growth Hormones
- Prescription Vitamins (except for Pre-Natal Vitamins, which are covered)
- Topical Dental Fluoride
- Provigil and Modafinil
- Accutane, for age 26 and over

PRIOR AUTHORIZATION REQUIREMENTS: (If not already in the Coverage Management)

- Medically Necessary Oral Contraceptives
- Retin-A, for age 26 and over

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved

prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Preferred Prescriptions® Drug List: A list of drugs on the Preferred Prescriptions® formulary will be used.

8. Life Insurance

Employees whose annual base contracted compensation is less than \$4,000:	\$10,000.00
Employees whose annual base contracted compensation is between \$4,000 – \$9,999:	\$25,000.00
Employees whose annual base contracted compensation is \$10,000 or more:	\$40,000.00

This coverage will include accidental death and dismemberment riders. All participating employees shall have an opportunity to purchase an additional \$25,000 of life insurance through payroll deduction, one hundred percent (100%) employee paid, provided the percentage participation requirements of the carrier are met.

9. Vision Insurance

The Board will provide vision insurance. Such insurance shall provide for an examination per person every twelve (12) months and one pair of lenses and one set of frames per person every twelve (12) months or an examination per person every twelve (12) months and for those with contacts, each covered person shall be eligible for reimbursement for each benefit year of up to \$200 to cover the cost of contact lens. There shall be no deductible.

10. Part-Time Health Insurance Supplement

Upon submission of proper receipts and following completion of the probationary period, the Board will reimburse any part-time employee, not otherwise covered by District-provided group health insurance, up to \$200 per year to cover health-related expenses for the employee or a member of the employee's immediate family. An employee who elects any health insurance coverage under Section D of this article will not be eligible for this supplement.

11. Plan Descriptions

All employees shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverage's provided.

- H. Employees otherwise eligible and required to pay for any portion of insurance coverage covered under this Article XLIV, may do so through payroll deductions provided employees comply with the Board's applicable administrative payroll deduction procedures. The Board shall set up an IRA 125 Account (Tax Deferred Premium Payments) for employees who pay any portion of their insurance coverage.
- I. Any employee who is on an approved leave of absence and otherwise eligible shall have the option of continuing coverage under this Article, provided the carrier permits such action. It shall be the obligation of the employee to make the full premium payments for whatever coverage's continued in accordance with the rules and regulations and schedules of payments as may be indicated by the Treasurer for the length of the leave of absence.
- J. Failure to comply with the rules and regulations or the payment schedules shall constitute immediate forfeiture by the employee of the right to maintain coverage under this section.
- K. Eligible employees for this Article shall remain the same as in the previous agreement and any new or current employees who meet the criteria in Section A and B of this article.

L. Working Spouse Coverage

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

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

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If the employee submits false information or fails to timely advise the Plan of a change in her/his spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which her/his spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, her/his spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action by the District, up to and including termination of employment.

ARTICLE XLV

REIMBURSEMENT OF SPOUSAL INSURANCE PREMIUMS

The Board will reimburse the full premium cost paid by the spouse of the full-time employee for single coverage from the employer or retirement provider of the spouse of the full-time employee as required by Article XLIV(K) to a maximum reimbursement of \$850 per quarter. A full-time employee seeking such reimbursement shall submit written proof of payment for the preceding three (3) months on January 1, April 1, July 1 and October 1 of each school year. The office of the treasurer will issue reimbursement checks within thirty (30) days thereafter.

ARTICLE XLVI

COMMUNICATIONS COMMITTEE

The Board and the ICE agree that ICE shall be included in the Communications Committee. The purpose of this committee is to maintain open communication between the administration and the ICE and IEA bargaining units. The committee membership from ICE shall be determined on a yearly basis by the ICE President and the Superintendent. Items brought to the Communications Committee must involve more than one building in the District and/or a building issue that was not solved at the building level. The Communications Committee will meet at least four (4) times in a calendar year and a schedule of the meetings shall be determined jointly by the IEA President, ICE President and the Superintendent at the beginning of the school year. The meetings may be cancelled or rescheduled by mutual agreement of the Superintendent, ICE President and the IEA President.

ARTICLE XLVII

DURATION AND AGREEMENT PROVISIONS

- A. This Agreement shall be effective as of August 1, 2014 following ratification by both parties and written execution hereof and remain in full force and effect through July 31, 2017.
- B. If any provision of this document shall be found contrary to law, by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. The parties shall meet within ten (10) days for the purpose of re-negotiating the provision deemed contrary to law. All other provisions of Chapter 4117 of the Ohio Revised Code apply unless specifically agreed otherwise in writing in this collective bargaining agreement.
- C. The undersigned persons representing the Independence Board of Education and the Independence Classified Employees have met and agreed to the provisions set forth in this Agreement.

D. This Agreement supersedes and cancels all previous Agreements verbal or written or based on alleged past practices between ICE and the Board and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by both parties.

E. Waiver of Negotiations

The Board and Association acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiations were being conducted or at the time the party signed this Agreement.

INDEPENDENCE CLASSIFIED EMPLOYEES

By Robert Dubois

By Scott D. DTK

By Jeanette Rossal

By _____

By _____

Date of Ratification _____

INDEPENDENCE BOARD OF EDUCATION

By Ch. Kahl

By Steve Marlow

By _____

By _____

By _____

Date of Ratification _____

EXHIBIT A

INDEPENDENCE CLASSIFIED EMPLOYEES

GRIEVANCE REPORT FORM

1. AGGRIEVED PERSON OR PERSONS: _____

2. SCHOOL: _____ PRINCIPAL: _____

3. PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED? _____

4. DATE GRIEVANCE OCCURRED: _____ DATE OF FORMAL FILING: _____

5. INITIATED ON: (Check one)

INFORMAL STEP

FORMAL STEP III

FORMAL STEP I

FORMAL STEP IV

FORMAL STEP II

6. STATEMENT OF GRIEVANCE:

(Specific article/section of contract alleged to have been violated.)

7. ACTION REQUESTED:

THE ABOVE STATEMENT(S) AND FACTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

DATE: _____

SIGNED: _____

DATE: _____

SIGNED: _____

Service Manager/Principal

THE SERVICE MANAGER/PRINCIPAL'S SIGNATURE ON THIS FORM INDICATES ONLY THAT HE/SHE HAS READ AND RECEIVED A COPY OF THIS GRIEVANCE.

EXHIBIT B

INDEPENDENCE CLASSIFIED EMPLOYEES

GRIEVANCE DECISION FORM

1. DISPOSITION OF: (Check one)

() INFORMAL STEP

() FORMAL STEP III

() FORMAL STEP I

() FORMAL STEP IV

() FORMAL STEP II

2. DISPOSITION RESPONSE:

THE ABOVE STATEMENT(S) AND FACTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

DATE: _____

SIGNED: _____

Respondent

DATE: _____

SIGNED: _____

Grievant

THE GRIEVANT'S SIGNATURE ON THIS FORM ACKNOWLEDGES ONLY THAT HE/SHE HAS READ AND RECEIVED A COPY OF THIS DISPOSITION RESPONSE.

Where decision requires additional space, attach pages as necessary.

EXHIBIT C

INDEPENDENCE CLASSIFIED STAFF SALARY SCHEDULE

AUGUST 1, 2014 THROUGH JULY 31, 2015

2% RAISE ABOVE FY2014 HOURLY RATES

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 13
Cafeteria Worker	\$11.32	\$11.61	\$11.93	\$12.25	\$12.58	\$12.92	\$13.28	\$13.65	\$14.03	\$14.41	\$14.81	\$15.21
General Classified	\$12.26	\$12.64	\$13.01	\$13.40	\$13.81	\$14.22	\$14.65	\$15.09	\$15.54	\$16.01	\$16.48	\$16.97
Head Cook	\$14.23	\$14.65	\$15.09	\$15.54	\$16.01	\$16.48	\$16.98	\$17.49	\$18.02	\$18.55	\$19.12	\$19.69
Media Center Assistant	\$13.39	\$13.81	\$14.21	\$14.64	\$15.08	\$15.53	\$16.00	\$16.48	\$16.98	\$17.48	\$18.02	\$18.56
Educational Aide	\$12.26	\$12.64	\$13.01	\$13.40	\$13.82	\$14.22	\$14.65	\$15.09	\$15.54	\$16.01	\$16.48	\$16.97
General Secretary	\$12.64	\$13.01	\$13.40	\$13.82	\$14.22	\$14.65	\$15.09	\$15.54	\$16.01	\$16.49	\$16.99	\$17.51
Bus Driver	\$15.54	\$16.01	\$16.48	\$16.98	\$17.48	\$18.02	\$18.55	\$19.11	\$19.68	\$20.27	\$20.65	\$21.50
Principal's Secretary	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24	\$16.73	\$17.24	\$17.75	\$18.28	\$18.83	\$19.39	\$19.97
Custodian	\$16.98	\$17.48	\$18.02	\$18.55	\$19.12	\$19.68	\$20.28	\$20.88	\$21.51	\$22.16	\$22.82	\$23.51
Mechanic/Maintenance	\$17.48	\$18.02	\$18.55	\$19.12	\$19.68	\$20.28	\$20.88	\$21.51	\$22.16	\$22.81	\$23.50	\$24.20
Maintenance	\$16.48	\$16.98	\$17.48	\$18.02	\$18.55	\$19.12	\$19.68	\$20.27	\$20.88	\$21.51	\$22.16	\$22.82
Cleaner (Per Hour)	\$12.16	\$12.54	\$12.90	\$13.28	\$13.69	\$14.09	\$14.52	\$14.96	\$15.40	\$15.87	\$16.34	\$16.83

EXHIBIT C

INDEPENDENCE CLASSIFIED STAFF SALARY SCHEDULE

AUGUST 1, 2015 THROUGH JULY 31, 2016

2% RAISE ABOVE FY2015 HOURLY RATES

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 13
Cafeteria Worker	\$11.54	\$11.85	\$12.17	\$12.50	\$12.83	\$13.18	\$13.55	\$13.92	\$14.31	\$14.70	\$15.11	\$15.52
General Classified	\$12.51	\$12.89	\$13.28	\$13.67	\$14.08	\$14.51	\$14.94	\$15.39	\$15.85	\$16.33	\$16.81	\$17.31
Head Cook	\$14.51	\$14.94	\$15.39	\$15.85	\$16.33	\$16.81	\$17.32	\$17.84	\$18.38	\$18.92	\$19.50	\$20.09
Media Center Assistant	\$13.66	\$14.08	\$14.50	\$14.93	\$15.38	\$15.84	\$16.32	\$16.81	\$17.32	\$17.83	\$18.38	\$18.93
Educational Aide	\$12.51	\$12.89	\$13.28	\$13.67	\$14.09	\$14.51	\$14.94	\$15.39	\$15.85	\$16.33	\$16.81	\$17.31
General Secretary	\$12.89	\$13.28	\$13.67	\$14.09	\$14.51	\$14.94	\$15.39	\$15.85	\$16.33	\$16.82	\$17.33	\$17.86
Bus Driver	\$15.85	\$16.33	\$16.81	\$17.32	\$17.83	\$18.38	\$18.92	\$19.49	\$20.08	\$20.68	\$21.06	\$21.93
Principal's Secretary	\$14.72	\$15.16	\$15.62	\$16.09	\$16.57	\$17.07	\$17.58	\$18.10	\$18.65	\$19.20	\$19.78	\$20.37
Custodian	\$17.32	\$17.83	\$18.38	\$18.92	\$19.50	\$20.08	\$20.69	\$21.30	\$21.94	\$22.60	\$23.28	\$23.98
Mechanic/Maintenance	\$17.83	\$18.38	\$18.92	\$19.50	\$20.08	\$20.69	\$21.30	\$21.94	\$22.60	\$23.27	\$23.97	\$24.69
Maintenance	\$16.81	\$17.32	\$17.83	\$18.38	\$18.92	\$19.50	\$20.08	\$20.68	\$21.30	\$21.94	\$22.60	\$23.28
Cleaner (Per Hour)	\$12.40	\$12.79	\$13.16	\$13.55	\$13.96	\$14.38	\$14.81	\$15.26	\$15.71	\$16.19	\$16.66	\$17.17

INDEPENDENCE CLASSIFIED STAFF SALARY SCHEDULE

AUGUST 1, 2016 THROUGH JULY 31, 2017

2% RAISE ABOVE FY2016 HOURLY RATES

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 13
Cafeteria Worker	\$11.77	\$12.08	\$12.41	\$12.75	\$13.09	\$13.44	\$13.82	\$14.20	\$14.60	\$14.99	\$15.41	\$15.83
General Classified	\$12.76	\$13.15	\$13.54	\$13.94	\$14.36	\$14.80	\$15.24	\$15.70	\$16.16	\$16.65	\$17.14	\$17.65
Head Cook	\$14.80	\$15.24	\$15.70	\$16.16	\$16.65	\$17.14	\$17.66	\$18.20	\$18.74	\$19.30	\$19.89	\$20.49
Media Center Assistant	\$13.93	\$14.36	\$14.79	\$15.23	\$15.69	\$16.15	\$16.64	\$17.14	\$17.66	\$18.19	\$18.74	\$19.31
Educational Aide	\$12.76	\$13.15	\$13.54	\$13.94	\$14.37	\$14.80	\$15.24	\$15.70	\$16.16	\$16.65	\$17.14	\$17.65
General Secretary	\$13.15	\$13.54	\$13.94	\$14.37	\$14.80	\$15.24	\$15.70	\$16.16	\$16.65	\$17.15	\$17.68	\$18.22
Bus Driver	\$16.17	\$16.65	\$17.14	\$17.66	\$18.19	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09	\$21.48	\$22.37
Principal's Secretary	\$15.01	\$15.46	\$15.93	\$16.41	\$16.90	\$17.41	\$17.93	\$18.47	\$19.02	\$19.59	\$20.18	\$20.78
Custodian	\$17.66	\$18.19	\$18.74	\$19.30	\$19.89	\$20.48	\$21.10	\$21.72	\$22.38	\$23.06	\$23.75	\$24.46
Mechanic/Maintenance	\$18.19	\$18.74	\$19.30	\$19.89	\$20.48	\$21.10	\$21.72	\$22.38	\$23.06	\$23.73	\$24.45	\$25.18
Maintenance	\$17.14	\$17.66	\$18.19	\$18.74	\$19.30	\$19.89	\$20.48	\$21.09	\$21.72	\$22.38	\$23.06	\$23.75
Cleaner (Per Hour)	\$12.65	\$13.05	\$13.42	\$13.82	\$14.24	\$14.66	\$15.11	\$15.56	\$16.02	\$16.51	\$17.00	\$17.51

EXHIBIT D – FMLA FORM 1

**HEALTH CARE PROVIDER'S CERTIFICATION FOR
EMPLOYEE'S SERIOUS HEALTH CONDITION**

To Health Care Provider: _____ (Employee) has applied for family or medical leave from Independence Local School District. Employee is employed as a _____ (name of position). Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____.)

Please provide appropriate medical facts: (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of her/his position.

The Employee will continue to be under my care for treatment, and I will give the Independence Local School District a monthly update in writing on the Employee's condition.

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Independence Local Board of Education
7733 Stone Road
Independence, OH 44131

EXHIBIT E – FMLA FORM 2

**HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS
HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT**

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Independence Local School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____.)

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for her/his relative until _____ (Date).

(Indicate whether actual _____ or estimated _____.)

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Independence Local Board of Education
7733 Stone Road
Independence, OH 44131

EXHIBIT F – FMLA FORM 3

**HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE**

To Health Care Provider: _____ (Employee) has applied for family or Medical leave from the Independence Local School District. Please complete the information below so that the employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Independence Local Board of Education
7733 Stone Road
Independence, OH 44131_

EXHIBIT G – FMLA FORM 4

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____
(Employee) and have determined that she/he is able to resume all the essential job
functions of her/his position and so is eligible to return to work in the Independence
Local School District.

The following limits exist or accommodations are necessary to resume her/his essential
job functions:

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Independence Local Board of Education
7733 Stone Road
Independence, OH 44131_

EXHIBIT H

INDEPENDENCE CLASSIFIED EMPLOYEES

APPLICATION TO USE THE SICK LEAVE POOL

I, _____, wish to apply for ____ days of sick leave from the Independence Local Schools' Sick Leave Pool.

I have reviewed the criteria found in the Sick Leave Pool language in the Collective Bargaining Agreement between the Independence Education Association and the Independence Local Board of Education.

I need days from the Sick Leave Pool because _____

I understand that all accumulated sick leave days must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave days that accumulate during my absence will be deducted before days from the Sick Leave Pool will be used.

Signature and Date

This form must be forwarded to the Superintendent.

Number of Sick Leave Pool days approved _____.

Superintendent Signature and Date

EXHIBIT I

INDEPENDENCE CLASSIFIED EMPLOYEES

SICK LEAVE DONATION FORM

I, _____, wish to donate _____ day(s) of Sick Leave to the Sick Leave Pool.

I understand that I will be notified of the deduction when it is made.

Signature and Date

This form should be sent directly to the Board Treasurer.

EXHIBIT J

INDEPENDENCE CLASSIFIED EMPLOYEES

**PETITION TO SUPERINTENDENT FOR RESTORATION OF EXCESS SICK
LEAVE DAYS**

I, _____, wish to petition for restoration _____ days of excess sick leave days. I have reviewed the criteria found in Article XXX (K) of the Collective Bargaining Agreement between the Independence Education Association and the Independence Local Board of Education. I have used at least thirty (30) days of sick leave for a catastrophic personal illness/injury starting [date _____] and as of that date I had 280 days of accumulated sick days. I believe my personal illness/injury is catastrophic because: [describe what makes the illness/injury catastrophic]

I understand that if my petition is approved by the Superintendent up to thirty (30) of my excess sick leave days shall be restored and so I may be returned to a total maximum accumulation as set forth in Article XXX (K).

Superintendent Determination: _____ Employee Signature and Date
_____ Approved _____ Rejected

Superintendent Signature and Date