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# AGREEMENT

## BETWEEN

## TRUMBULL COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD

## AND

## TRUMBULL COUNTY BOARD CLASSIFIED STAFF ASSOCIATION

**~~JUNE 30, 2011 – JUNE 30, 2014~~**
**July 1, 2014 – June 30, 2017**
**July 1, 2017 – June 30, 2018**

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## ARTICLE I

## RECOGNITION AND DEFINITIONS

### A. Statement of Recognition

The Trumbull County Educational Service Center Governing Board, hereinafter identified as the "Board," recognizes the Trumbull County Board Classified Staff Association, affiliated with Northeastern Ohio Education Association, the Ohio Education Association, and the National Education Association, hereafter identified as the "Association," as the sole and exclusive representative for the following classified staff personnel: Courier-Support Staff, Secretary, Classroom Assistant, Assistant to the Treasurer and Attendance Officer. Excluded are all management, Administrative Staff in Treasurer's office, supervisory personnel, all certificated personnel, the Superintendent's secretary and the secretary to the Assistant/Associate Superintendent.

#### 1. Duration of Recognition

Such recognition shall continue as long as the Association is certified by the State Employment Relations Board.

#### 2. Representation Election

Any challenge of the Association for the right of such representation shall be in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

### B. Definitions

1. Employee: Any employee in the bargaining unit defined in A. above.

2. Day: A day, unless otherwise defined herein, means work day which is a day on which an employee is scheduled to report for work.

3. TCBCSA: The Trumbull County Board Classified Staff Association.

4. Board: The Trumbull County Educational Service Center Governing Board, a.k.a. The Trumbull County Board of Education.

5. Superintendent: The Superintendent of the Trumbull County Educational Service Center as defined above.

6. Classifications by Rank (in ascending order):

a. Courier-Support Staff

b. Secretaries

c. Classroom Assistant: Assisting teachers and aiding students in special class/learning centers or classrooms.

d. Assistant to the Treasurer

e. Attendance Officer

7. Qualification: whether a bargaining unit member is qualified shall be in the sole determination of the Superintendent or his/her designee.

8. Immediate Supervisor: The administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by TCBCSA. An immediate supervisor must be an employee of the Board.

## ARTICLE II

## NEGOTIATIONS PROCEDURE

### A. Scope of Negotiations

Those matters subject to negotiations shall be wages, hours, other terms and conditions of employment for members of the bargaining unit, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement except as expressly excluded in Ohio Revised Code §4117.08.

### B. Negotiating Committees

Each side may have up to five (5) people on their respective negotiating team. In addition, they may have one consultant to act as advisor, resource person or spokesperson.

Neither party shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreement in the course of negotiations subject only to ratification by both parties.

## C. Meetings/Time Lines/Caucuses

1. Upon written notice by either party to the other, negotiations for a successor contract shall begin no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the negotiated contract. Upon mutual agreement the parties may change these limits.

2. Both parties shall present written proposals at the first meeting. No issues shall be added by either party following the first meeting unless mutually agreed upon by both parties.

3. Negotiating meetings shall be established at times and on dates mutually convenient to both parties; however, unless otherwise agreed, negotiations shall not take place during school hours.

~~3~~4. The parties shall make every effort to conclude negotiations within sixty (60) days unless this time limit is mutually extended.

~~4~~5. Both parties have the right to caucus independently during negotiating meetings and shall attempt to limit such caucuses to twenty (20) minutes.

## D. Proposals/Progress Reports

All proposals and counterproposals shall be presented in written form prior to tentative agreement. While negotiations are continuing, both sides have the right to make periodic progress reports to their respective constituents.

## E. Good Faith

The parties shall have the mutual obligation to negotiate at reasonable times and places with respect to those matters appropriately subject to negotiations as set forth in this Contract with the intention of reaching agreement. This mutual obligation does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

## F. Agreement

As the parties reach agreement on individual issues being negotiated, the agreement(s) shall be set forth in writing and initialed by both sides as tentative agreement. When a full agreement on all issues is reached, it shall be presented to both parties for their consideration and action. If ratified by the Board and the Association, the Contract shall be adopted.

## G. Disagreement

1. If the parties have not reached agreement on a successor agreement after sixty (60) days of negotiations, either party may request mediation services under the auspices of the Federal Mediation and Conciliation Services. Mediation shall begin as soon as a mediator is available and shall continue until the contract expires. The parties may agree to extend the contract and/or mediation beyond the contract mediation date.

2. Participation in strikes by members of the bargaining unit shall be only as expressly authorized by the provisions of Chapter 4117 of the Ohio Revised Code.

## ARTICLE III

## ASSOCIATION RIGHTS

### A. Payroll Deduction/Continuing Membership

1. Bargaining unit members have the right to have Association dues - including local, district, state and national association dues - deducted from their checks. The deduction shall be made in equal amounts beginning the last paycheck in October for continuing employees, or by the second paycheck after written notification to the Treasurer of the deduction for new employees, and continuing through the last paycheck in May. Written authorization from the member shall be given to the Board Treasurer, and shall continue until revoked in writing by the member in September of any year.

2. The Association agrees to indemnify and save harmless the Board, Board employees and agents, against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this provision.

### B. Association Meetings

Upon the prior approval of the Superintendent, the Association shall have the right to use the Board building for Association meetings during non-working hours at reasonable times before and after the work day.

The Association shall be given time, in conjunction with any orientation or in-service meeting during the school year, to conduct business matters with its membership. The time period for these meetings shall be mutually agreed upon between the Association President/designee and the Superintendent/designee. Such meeting shall not interrupt or interfere with the Board of Education/Administrative in-service meeting(s).

## C. Bulletin Board

Space shall be provided at the Board building mailroom for announcements and posting of Association materials. The materials so posted shall either carry an organizational logo or be initialed by the individual responsible for such posting.

## D. Board Agenda/Minutes

The Association President shall receive an advance copy of the agenda with appropriate attachments for each Board meeting. Following Board meetings, the President, upon request, shall receive a copy of the approved Board minutes.

A copy of the Board policy book shall be made available to the Association President or his/her designee.

## E. Employee Directory

Members of the bargaining unit shall be given, annually, a general directory listing employee's names, addresses, phone numbers (if listed) and job assignments. When new bargaining unit members are employed, the same information shall be given upon request to the Association President. The Board will notify the Association President or the Association Treasurer when the Board receives notification that a bargaining unit member will be leaving employment. The Association Treasurer will then notify the District Treasurer of the remainder, if any, of dues owed. If the notice of the amount owed given to the District Treasurer is given in a timely manner (prior to finalization of the employee's last pay), the amount owed will then be deducted from the last pay of the employee who is leaving employment, if sufficient funds exist.

## F. Mail/Association Materials

The Association shall have the right to place mail and/or Association materials in bargaining unit members' mailboxes at the Board offices during non-work hours. The Association shall also have the right to utilize the County Board inter-school mail system for the distribution of materials exclusively to members of this bargaining unit. The materials so distributed shall carry an organizational logo or be initialed by the individual responsible for such distribution.

## G. Employee Relations Meetings

Representative of the Board and Trumbull County Classified Staff Association may convene meetings once every four (4) months at a time convenient to both parties for the purpose of facilitating employee relations,

reviewing the administration of this agreement and other mutually agreed agenda items. These meetings are not intended for the purpose of negotiation nor to bypass the grievance procedure. Each party will submit to the other, not later than five (5) days prior to the meeting, an agenda of potential matters to be discussed. The meeting may be postponed or canceled by mutual agreement.

**H. Job Descriptions**

The president of the Association shall receive a complete copy of the Board's Job Description Book as of September 1, 2003. Once the Association has received its copy, any changes to existing job descriptions will be provided to the Association President along with the Board agenda for the Board meeting at which the proposed change is to be made.

**I. Copy of Health Insurance Policy**

An official copy of the Board's current health insurance policy for the TCBCSA shall be available for review by the Association President or designee, and a copy shall be provided at no cost upon request.

**J. Fair Share Fee**

Fair Share Fee Procedure

In recognition of the Association's obligation to and services for the entire bargaining unit as the exclusive bargaining agent, the following Association Security Fee provisions are provided:

1. Payroll Deduction of Fair Share Fee

   The Board shall deduct at no charge to the Association from the pay of members of the bargaining unit who elect not to become or to remain members of the TCBCSA/OEA/NEA, a fair share fee for the Association's representation of such nonmembers during the term of this agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

   Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this agreement for the purpose of determining amounts to be payroll-deducted, and the

Board agrees to promptly transmit all amounts deducted to the Association. For those employed half time or less, the annual fee will be half the full-time rate.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees for the year shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after thirty (30) days after initial employment. An employee may elect to commence earlier deductions by written authorization to the Treasurer. An employee may elect another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Superintendent by the Association.

b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

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

7. Indemnification of Employer

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

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer; However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interest.

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action, and

d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

8. Nonmember Rights

A nonmember in the bargaining unit who pays a fair share fee, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association hereby assures the Board, its members, officers and administrative employees that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fee is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

## ARTICLE IV

## RIGHTS OF THE BOARD

The duties and obligations of the Board to the Association shall be only those expressly set forth by law or by express provisions of this Agreement. Except as may be expressly limited by law or by some express provision of this Agreement, it is understood and agreed that the Board and those empowered to act for and under the Board retain the authority with regard to the operation, management, planning and direction of the school system, and of the schools and of personnel employed therein, including, but not limited to, finances, curriculum, staffing, standards, and employment consistent with Ohio Revised Code §4117.08(C).

## ARTICLE V

## EFFECTS ON BOARD POLICIES

The Board shall change its personnel policies as may be necessary in order to give full force and effect to this Master Contract Agreement. Should there be a

conflict between this Master Contract and any such policy, then the terms of this Master Contract shall prevail to the extent permitted by the Ohio Revised Code §4117. Changes in personnel policy that impact on the wages, hours, or terms and conditions of employment of the bargaining unit are mandatory subjects of bargaining unless Ohio law otherwise provides.

## ARTICLE VI

## NO REPRISALS

The Board, the Administration, and the Association agree that there will be no reprisals of any kind against each other as individuals, or collectively, for any reason prohibited by Ohio Revised Code §4117, including actions taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for participation in a grievance.

## ARTICLE VII

## SEVERABILITY

This contract supersedes and prevails over all other laws, rules, policies, and regulations except as specifically set forth in Ohio Revised Code §4117.10 (A).

Should any article or provision of this contract be found by a court of competent jurisdiction to be unlawful, all other articles and provisions of the contract shall remain in full force and effect, as set forth at the time of this agreement.

## ARTICLE VIII

## PRINTING AND DISTRIBUTION

### A. Copy Cost

The cost of printing and the distribution of the successor agreement shall be shared equally by the parties. However, the Board shall provide a copy to new employees when hired.

### B. Revisions and Amendments

Any subsequent revisions or amendments shall be printed and distributed by the board to all members of the bargaining unit.

## ARTICLE IX

## EMPLOYMENT CONTRACTS

### A. Type of Contract

All members of the bargaining unit shall be employed by written limited or continuing contracts. The terms and conditions of this negotiated contract shall be incorporated by reference into all full-time and regular part-time individual employment contracts. Members of the bargaining unit shall receive no more than a one (1) year limited contract the first year of employment which shall be entirely probationary with employment status being in the sole judgment of the superintendent. Renewal of the contract shall be for a two (2) year period.

Subsequent contracts shall be continuing and will be in accordance with Ohio Revised Code §3319.081.

Upon renewal of a contract of a member of the bargaining unit who was employed during the school year and served less than one hundred twenty (120) days during the initial year of employment, the renewed contract shall be deemed the first contract for the purpose of this section.

### B. Reduction In Force (R.I.F.)

#### 1. Seniority Defined

a. Seniority is that length of time a bargaining unit member has worked continuously for the Board, from the most recent hire date, as a regular full-time or regular part-time bargaining unit member.

b. Seniority shall be calculated in the following manner. If the number of days worked times the number of hours per day is greater than 720 hours, the individual shall receive one (1) year of seniority. If the number of days worked times the number of hours per day is less than 720 hours, the individual's seniority shall be pro-rated based on 720 hours.

Seniority will be calculated using the above formula beginning July 1, 2002 and no recalculation of years of service will occur prior to that date.

This provision is separate from SERS Service rules. No more than one year's seniority shall be awarded per school year.

c. A bargaining unit member who accepts an exempt position, i.e. out of the bargaining unit, with the Board and later returns to a bargaining unit position retains accrued seniority at the date of resignation from the prior bargaining unit position.

(Note: "continuous" does not exclude 4 day a week person as those are continuous work days)

**2. Seniority Roster**

a. On or about September 1 of each school year, the Association President and the Superintendent/Designee will cooperatively develop a seniority roster by job classification listing full-time and part-time employees in ascending order of seniority as defined above. After completion of the roster, it shall be posted.

b. Board approved leaves of absence will not interrupt seniority as defined above. Seniority shall continue to accrue while on the recall list.

c. If two or more bargaining unit members have the same length of continuous service, seniority will be determined by:

1. bargaining unit member's first day of work under contract for the Board.

2. the date of the board meeting at which the bargaining unit member was hired; and then

3. the date the bargaining unit member submitted his/her initial employment application in the district; and then

4. any remaining ties will be broken by lot.

d. Breaking Seniority. All seniority shall be broken and employment shall be terminated when a bargaining unit member:

1. quits, retires, or is non-renewed;

2. is discharged for just cause;

3. exceeds any leave of absence provided for in this agreement; and/or

4. is absent three (3) consecutive working days without notifying his/her supervisor, except in an emergency situation where it is impossible for the employee to so notify the employer. The final determination of emergency rests with the Superintendent/designee.

**3. Procedures for Reduction-in-Force**

If it becomes necessary to reduce the number of bargaining unit members in a job classification due to the abolishment of positions, lack of work or building closures, lack of funds, return to duty of regular employee on approved leave or for the reasons set forth in ORC 3319.172, the Board may make such reductions through the layoff procedure set forth herein. The number of persons affected by a layoff will be kept to a minimum by not employing replacements in the affected classifications, insofar as practicable, for bargaining unit members who retire, resign, or otherwise vacated a position in that classification.

**4. Job Classifications (in ascending order):**

a. Courier-Support Staff

b. Secretaries

c. Classroom Assistants: Assisting teachers and aiding students in special class/learning centers or classrooms.

d. Assistant to the Treasurer

e. Attendance Officer

**5. Procedures**

a. Employees will be ranked as set forth in B(2) above.

b. The reduced staffing requirements in each Job Classification will be filled in accordance with the ranking set forth in 3. above.

c. If an employee no longer has a position because of the reduction-in-force in his/her Job Classification and such employee has a higher ranking and is qualified under 4. above with greater seniority than one or more employees in a lower Job Classification, the Board will assign the reduced employee to one of such lower Job Classifications for which the employee is qualified in accordance with Article I, Section

B(7), and in which he/she has seniority, if a vacancy exists, at the rate of pay for such lower Job Classification. The same will apply to the Employee in the lower Job Classification displaced thereby.

d. Employees whose contracts are suspended as a result of a reduction in force, shall remain on a recall list for positions in the same or lower Job Classification, if qualified in accordance with Article I, Section B(7), for a period equal to their previous regular employment to a maximum of two (2) years from the date on which the employee was no longer employed.

e. Employees assigned to a lower Job Classification because of the reduction-in-force will be offered a position at their previous Job Classification if such a position becomes vacant within two (2) years from the date on which the employee was no longer employed.

f. An employee on the R.I.F. list will be notified of a vacancy by certified mail and must accept the position by submitting a letter of acceptance to the Superintendent within seven (7) calendar days from the date of receipt of the certified letter, or ten (10) calendar days from the date of mailing, whichever occurs first, or that employee shall be considered to have declined said offer and the Board will have no further employment obligation to that employee.

g. Unless the best educational interests of the district otherwise require, no new employee will be hired until all qualified laid-off employees have been notified of the positions by mail forwarded to their last known address, and have the opportunity to apply.

## C. Non-Renewal

All non-renewals of limited contracts except for bargaining unit members employed to replace staff members on authorized leaves of absence for less than one hundred and twenty (120) consecutive days, or new employees hired after December 15, shall be conducted according to Ohio Revised Code §3319.081. Any employee who, in the sole judgment of the superintendent, will be considered for re-employment shall be placed on the reduction in force list.

## D. Termination

The contract of the bargaining unit member may be terminated by the Board as set forth in Ohio Revised Code §§3319.081 and 3319.083.

# ARTICLE X

# PERSONNEL FILES

## A. Maintenance of Files

The Board shall maintain an official personnel file for each member of the bargaining unit.

## B. Contents of Files

Such files shall contain the following.

1. Name, permanent and current address, phone number and person to notify in case of an emergency. It shall be the responsibility of each member of the bargaining unit to be certain their file is kept up to date.

2. Position description, classification and title as established by the Board.

3. Medical Information when necessary.

4. Application.

5. Transcripts and Credentials.

6. Record of certification if any.

7. Record of in-service training when provided.

8. Letters of Recommendation, Commendation, Reprimand.

9. Evaluations as identified in the Employee Evaluation Provisions of this Master Agreement.

10. Other relevant and pertinent information.

11. Employee Contracts will be kept in the Treasurer's and/or Superintendent's office.

## C. Inclusion of Material in File

1. No anonymous materials shall be placed in any bargaining unit member's file.

2. Any member may file a grievance or an appeal disputing the accuracy, relevance, timeliness or completeness of information in such file. If an extensive investigation is required to determine the accuracy, relevance, timeliness or completeness, all grievance timelines will be suspended until the investigation is completed.

## D. Location and Availability

The personnel file shall be maintained in a secure and private area in the Board office, and be available only to administrative staff having a legitimate need in the course of their work, the bargaining unit member, or the member's designee, or as required by statute.

## E. Notification of Placement

Members shall be given notice when materials other than those listed in Article X, Section B(1-11) above are placed in such file. Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item, and shall have the right to place a response or rebuttal to the item in the file.

## F. Examination of Files

Bargaining unit members shall have the right to examine their personnel file upon reasonable request and shall be entitled to a copy of any item contained therein at no cost to the employee.

## G. Presence of Superintendent

At the discretion of the Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee.

## H. Removal of Material

1. No material shall be removed from the file except at the express written consent of the Superintendent, his/her designee, the Board, or by resolution through the grievance procedure. If removal is the resolution of the grievance procedure, the Board shall follow proper procedures according to law to remove such material.

2. No non-disciplinary material shall be removed from the file except at the express written consent of the Superintendent, his/her designee, the Board, or by resolution through the grievance procedure. If removal is the resolution of the grievance procedure, the Board shall follow proper procedures according to law to remove such material.

**I. Pre-Employment References**

Pre-employment references shall be removed from the file before being reviewed by the member.

**J. Timelines**

Disciplinary materials involving harassment, theft, violence or misconduct involving a student which have been in a bargaining unit member's file for five (5) years or longer shall be removed from the file provided the employee requests in writing the removal and no further such incidents or complaints have occurred. Materials of a less serious nature will be maintained and may be removed after at least twelve (12) months but not more than thirty-six (36) months have elapsed upon the written request of the employee and the absence of the appearance of any similar materials during this interval. Otherwise, such less serious material will be removed thirty-six (36) months after its inclusion in the file upon the employee's written request.

## ARTICLE XI

## VACANCIES/POSTINGS/APPLICATIONS

**A. Definition of Vacancy**

A vacancy occurs when a bargaining unit member dies, retires, resigns, goes on an extended leave of absence, is promoted, transferred, terminated, non-renewed or suspended and when the Board determines that the position is to be continued or when the position is created by the Board.

**B. Part-time Work**

If either part-time work day or work week positions are to be created in any job classification, such reduced work day, work week positions shall be first offered to current bargaining unit members provided they have the appropriate qualifications before being offered to employees new to the system.

1. Employees who are part-time may apply for additional work up to full-time employment.

2. Full-time employees may apply for part-time positions, should the vacancy be timely, i.e. summer. Where the vacancy is not timely, and the educational interests of the district, in the judgment of the superintendent, permit, a substitute will be hired to fill the position until the application is timely. To trigger this option, the member must express on-going interest in the position. In no event will this option last beyond the then school year. An employee accepting a part-time position waives the right to return to full-time employment until a new vacancy occurs at which time he/she may apply for the vacancy.

**C. Posting**

1. When a vacancy occurs, the position(s) shall be posted electronically to all members of the bargaining unit~~ except during the summer months in which case the posting shall be mailed~~. The posting shall be made within five (5) days of the vacancy's occurrence. No posting shall be made outside the bargaining unit until bargaining unit members who have applied for a position are given first consideration.

2. Should a current bargaining unit member be selected to fill the posted vacancy, the successful applicant shall move into the new classification on the wage schedule at the closest hourly wage amount that does not result in an hourly wage rate reduction. However, years of seniority will not be changed.

**D. Application**

1. If bargaining unit members are qualified for a vacancy, and desire to apply, the member shall make application within ten (10) days after the posting. The application must be in writing and directed to the Office of Human Resources. In the case where bargaining unit members are on the recall list and are determined to be qualified for the position, in accordance with Article I, B(7), the bargaining unit member qualified and most senior on the recall list will be offered the position.

2. If there are no qualified bargaining unit members on the recall list, a bargaining unit member applicant who has been determined to be qualified will be offered the position. If there is more than one qualified bargaining unit applicant, the most senior qualified applicant will be given the position.

## ARTICLE XII

## ASSIGNMENT NOTIFICATION/INVOLUNTARY TRANSFERS

### A. Notification of Assignment

Bargaining unit members shall be notified of their classified assignment (job title, district and building) and the annual salary notice for the ensuing year not later than the first day of July. This does not prevent increases from being given after this notice as set forth in Ohio Revised Code §3319.082. The Superintendent or his/her designee shall have the right to change an assignment subsequent to this notification. Any employee may terminate his/her contract of employment thirty (30) days after filing a written notice of resignation with the Treasurer of the Board or the Superintendent or his/her designee.

### B. Voluntary Transfer

1. Any bargaining unit member has the right to request a voluntary transfer to another assignment by completing the appropriate transfer and assignment form (Appendix N/THR-5) ) as provided in the employee handbook. Such request will be kept on file for a period not to exceed six months from the date of filing.

2. When an assignment has been vacated as in Article XI, any bargaining unit member has the right to request a voluntary transfer to that particular assignment. Should the assignment become open after August 1, no voluntary transfer shall take place for that school year, but the bargaining unit member shall receive consideration for that assignment in the following year unless the Superintendent has in fact posted the position and considered bargaining unit members who bid the position in which case the position shall not be posted again the following year.

3. In the case where bargaining unit members are on the recall list and are determined to be qualified for the assignment, the bargaining unit member with the greatest seniority on the recall list will be offered the assignment. If there are no qualified bargaining unit members on the recall list, the qualified most senior bargaining unit applicant shall be offered the position.

### C. Involuntary Transfer

In those situations where a position cannot in the judgment of the superintendent be filled voluntarily, then the administration may resort to an involuntary transfer. When a bargaining unit member's assignment, district

or building is to be changed, the member shall be notified by phone call or letter of such change(s).

In making the change, the administration considers all of the following factors: requirements of the position to be filled; the job-specific training of the bargaining unit member; related job-specific skills possessed by the bargaining unit member; prior experience of bargaining unit member; the bargaining unit member's years of experience; and other factors that the administration deems pertinent to filling the position in the best interest of a student/program. Particular weight may be given to any factor based upon the situation and the administration's discretion.

Upon request, the member shall be granted a conference with his/her immediate supervisor, and the Superintendent (or designee) and be told the reason(s) for the change of job title or duty assignments.

**D. Seniority When Transferred**

A change in bargaining unit classification and job duties will result in seniority being continuous. Part-time work shall be credited to seniority on a pro-rated basis.

## ARTICLE XIII

## SUBSTITUTES FOR ABSENT PERSONNEL

**A. Qualified Substitutes**

It shall be the practice of the Board to employ qualified substitutes whenever an employee is absent.

**B. Classroom Assistants**

1. When no certificated/licensed substitute is available to replace a teacher, this sequence of options should be followed:

    a. Employ a substitute classroom assistant and notify the building principal.

    b. In a single-unit building, when no certificated/licensed teacher or certificated/licensed substitute is available and the building administrator is not available, then a certificated/licensed teacher from a multi-unit building may be reassigned to cover the absence. A substitute classroom assistant will be employed to replace the reassigned teacher.

c. If no substitute teacher is available, or a teacher leaves the classroom for at least ~~four (4)~~ two (2) consecutive hours, the classroom assistant who is solely responsible for following the lesson plan in the absence of the teacher shall be paid a ~~$30.00~~$40.00 daily stipend. If the teacher leaves the classroom or is absent for at least two (2) consecutive hours but less than four (4) hours the classroom assistant who is solely responsible for following the lesson plan in the absence of the teacher shall be paid a $15.00 stipend.

The request for stipend payment must be submitted to the Treasurer's Office within 30 days of the event and no later than ten (10) days after the last school day for students in the district to which the employee is assigned. Failure to do so shall forfeit the employee's right to payment.

A certificated/licensed substitute holding a four-year college degree may request to have his/her name placed on the TCESC Governing Board approved substitute list for both classroom teachers and classroom assistants. Due to his/her qualifications, he/she shall be solely responsible for following the lesson plan in the absence of the teacher and shall be paid at the substitute teacher rate. No stipend shall be paid to the classroom assistant.

If this individual is in the classroom due to the absence of a classroom assistant, he/she shall be paid at the substitute classroom assistant rate.

If an individual who is on both the certified and classified substitute lists is assigned the responsibilities of the classroom assistant, the designated classroom assistant will be assigned the duties of the classroom teacher and will receive the above-mentioned stipend.

d. If more than one classroom assistant is assigned to a special class/learning center or classroom, the supervisor shall annually designate the classroom assistant who would assume the lesson plan responsibility in the absence of a certified/licensed substitute and who would receive the stipend. The Supervisor generally will consider length of the employee work day and current assignment (but not exclusively) when making the designation. This designation would occur no later than the first day of class for each academic year. In settings involving multiple classroom assistants, the Supervisor shall designate a primary and alternate stipend recipient, but only one classroom assistant

shall be paid a stipend for a teacher absence without a certificated/licensed substitute.

## ARTICLE XIV

## WORK DAY/WORK WEEK

### A. Work Day and Work Week

The normal work day for full-time secretaries, ~~copy clerk receptionist,~~ receptionist and assistant to the Treasurer bargaining unit members shall be eight (8) hours, inclusive of a 60-minute duty-free uninterrupted lunch period. Bargaining unit members shall have the right to leave their building assignment during lunch period. The work day for all other bargaining positions will vary according to need. Any position not listed above that works six (6) hours or more, per day, will be inclusive of a thirty (30) minute duty-free uninterrupted lunch. The normal work week shall be Monday through Friday.

### B. Lunch Schedule

A schedule of lunch periods shall be arranged by the program supervisor and teacher. Lunch periods shall be flexible at the sole discretion of the supervisor and teacher.

### C. No Overtime

Overtime will not be paid in lieu of lunch.

### D. Part-time

Part-time bargaining unit members shall be those who work less than six (6) hours per day or less than one hundred eighty-four (184) days a work year.

## ARTICLE XV

## WORK YEAR

### A. Twelve-Month Employees

Twelve (12) month employees shall normally work each weekday except for holidays, vacations or other paid absences defined in this agreement.

### B. Ten-Month Employees

Ten-month employees shall work each weekday during the assigned period except for holidays and other paid absence defined in this agreement.

## C. Nine-Month Employees

Nine (9) month employees shall normally work one hundred eighty-four (184) days, exclusive of holidays and other paid absences. One hundred eighty-four (184) days shall be defined as one hundred eighty (180) days in the bargaining unit member's assignment, four (4) days as assigned for clerical, set up, parent/staff conference, or in-service days.

1. One (1) in-service day shall be scheduled for all Board employees prior to the opening of school. This may be a full day or any part of a day with the remaining hours reserved for after school departmental meetings at the discretion of the Superintendent/designee. The second in-service day and two clerical days shall be scheduled at the discretion of the director/supervisor.

## D. Holidays

All employees shall receive nine (9) holidays as follows:

1. Labor Day
   Thanksgiving Day
   The Day After Thanksgiving Day
   Christmas Eve Day
   Christmas Day
   New Year's Day
   Martin Luther King Day
   Good Friday
   Memorial Day

2. Twelve-month employees shall also receive Independence Day, the 4th of July, as a tenth holiday.

3. Employees who are not scheduled to work on a week day that becomes a holiday will not be paid for that day, e.g., Monday, Wednesday and Friday employees will not be paid for holidays falling on Tuesday or Thursday.

## E. Vacations

1. All employees working twelve (12) months are entitled to vacation as follows:

   a. From 1st to 9th year - Ten (10) days accrued at the rate of 6.66 hours per month.

10th to 15th year - Fifteen (15) days accrued at the rate of 10 hours per month.

16 years and over - Twenty (20) days accrued at the rate of 13.33 hours per month.

Employees working twelve (12) months, but less than forty (40) hours per week, will be prorated.

b. The employees will be credited with years served in other districts as well as that in this District for vacation calculation.

c. The Board shall permit accrued vacation to be used prior to the full annual amount being earned. An employee may not accrue and carry over more than forty (40) days of vacation.

## ARTICLE XVI

## EXTENDED WORK YEAR

### A. Extended Work Year Contracts

When the Board determines that a district, specific program and/or student/parents' needs require services beyond the employee's current work year contract, Extended Work Year contracts shall be issued for such additional services. These Extended Work Year contracts shall specify the number of hours or days of service requested and the wage to be received, paid at the member's per hour rate. In some cases a per program stipend or flat rate may be set as the wage provided the program is not work that is normally bargaining unit work (i.e. routine regular work set on a stipend rather than overtime.)

### B. Acceptance of Contracts

Bargaining unit members shall have the right to accept or reject such Extended Work Year contracts assignments without adverse or prejudicial reaction from the administration or Board. Bargaining Unit members will have forty-eight (48) hours to accept or reject such contracts.

### C. Issuance and Expiration of Contracts

Extended Work Year contracts may be issued at any time during the year and shall be set forth in a limited contract of one year. Notwithstanding any provision under law, such Extended Work Year contracts shall expire on the date stated thereon unless the Board upon recommendation of the Superintendent, takes action to offer said member a renewal of such Extended Work Year contract.

**D. Execution and Return of Contracts**

A member of the bargaining unit offered an Extended Work Year contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract; failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the Treasurer, no member of the bargaining unit shall resign from such contract unless released by the Board; provided however, such release shall be granted if the member has resigned his/her regular employment contract.

## ARTICLE XVII

## OVERTIME

**A. Work Week**

Service by members of the bargaining unit extending before or after such member's regular duty day shall be deemed overtime if it increases the hours in a week to more than forty (40) hours.

**B. Rate**

Overtime will be paid at the rate of time and one-half.

**C. In Lieu of Lunch**

If classroom assistants give up lunch because of a field trip or an emergency, they may leave one-half hour early on that day providing students are gone; or, if otherwise duty-free, come in one-half hour late on the immediately next succeeding morning.

## ARTICLE XVIII

## HEALTH AND SAFETY

**A. Reporting for Work**

Bargaining unit members shall not be required to report for work nor remain at their assigned stations when the local superintendent or building principal where bargaining unit members are assigned has declared a school or building closed because of weather, calamity, or other emergency if such school or building is the employee’s only worksite. Members shall be paid for such calamity days which fall on regular work days of that worker. However, if such member has other assigned station(s) not affected by

such closing, said member shall report to the alternate station during the assigned times. In the case of calamity days that must be made up, only the portion of the day missed because of calamity must be made up at the alternative work stations. No employee is required to work additional days that were not excess calamity days. Any employee who, because of emergency, was required to work on a calamity day shall be paid at the overtime rate.

The intent of this provision is to address the situation in which the member is unable to perform services for the Board because a necessary facility is unavailable or unusable.

If a bargaining unit member has been scheduled to work at an alternative site when his/her regular site has been closed due to weather, calamity or other emergency but the alternative site is not closed, the employee shall report to work at the alternative site. If the TCESC is open, all bargaining unit members having a work station at the TCESC shall report to work. A calamity day occurring during a previously scheduled leave in excess of ten (10) consecutive work days (whether sick leave, FMLA leave or other leave) will still be counted as a day of leave under the particular kind being utilized.

**B. Use of Grievance Procedure**

An employee who believes he/she has been discharged or otherwise discriminated against by any person in violation of the Ohio Public Employer/Employee Occupational Safety and Health Program may pursue a grievance as the sole remedy for any such violation in accordance with the grievance procedure of this agreement to obtain any appropriate relief.

**C. Hepatitis B Inoculation**

Employees may elect to receive the Hepatitis B vaccine on a voluntary basis. Employees will submit cost of inoculation for Hepatitis B to their insurance carrier. The Board will provide a group rate option to employees. Employees who choose to receive a Hepatitis B vaccine at an alternate facility other than the group rate facility will be responsible for payment of the difference between the group facility rate and the independent facility. The Board will be responsible for the balance between insurance coverage and the group rate.

Employees will be the sole determiner of their risk factor and will hold the Board harmless regarding any medical side effects attributed to inoculation. The series of inoculations and a confirming blood test may be received by each employee once. Thereafter, where the employee's doctor certifies that a further series will be of value, the employee may take such series at Board cost as provided above.

~~**D. Lyme Disease Inoculation**~~

~~The Board shall pay for Lyme Disease inoculation for employees involved in environmental work. The superintendent/designee shall determine which, if any, employees qualify for such inoculation.~~

**~~E~~D. Support of Discipline**

The Administration shall provide support in enforcing student discipline. When necessary supervisors shall meet with employees in need of administrative support and with local district administration to attempt to provide more support in enforcing student discipline and a safer work situation.

**~~F~~E. Medical Procedures**

Medical procedures for children with specific needs shall be handled by a team approach. Members shall be provided with appropriate training prior to undertaking the administration of any needed medical or medically related procedures and shall be provided training updates or additional training as needed. At least one additional trained staff member shall be available whenever a procedure is being administered. No member shall hold himself/herself out as a registered nurse or attempt actions which may only be carried out by a registered nurse. Questions as to whether an action must be handled by a registered nurse shall be resolved by the child's physician. If a nurse is not available, the classroom assistant, if available, will perform such procedures.

**~~G~~F. Lice Infestation**

Any employee who works in a classroom where a child within the class has a lice infestation shall complete an incident report and may request lice control products from Human Resources.

## ARTICLE XIX

## LEAVE PROVISIONS

**A. General**

1. All requests for paid Leave of Absence shall be submitted through HR Kiosk. ~~on a form furnished by the Board of Education.~~

2. Evidence indicating to the Board that leave with pay privileges have been abused may be considered just cause for discipline up to and including dismissal from service.

3. All absence forms shall be submitted immediately to the immediate supervisor for signature.

4. Persons on leave may continue to participate through COBRA in the health insurance benefits programs, provided they pay the premiums that are paid by the Board and the employee together for the same coverages as stipulated in the Master Contract, and are accepted by the carrier. Such employee payment under COBRA shall begin the month following the beginning of the leave.

5. Attendance Incentive

   a. If an employee uses zero (0) sick leave days a year, five days of bonus pay shall be paid at the employee's daily rate at the end of the school year.

   b. If 0.1 to 1.0 sick leave days are used, four days of bonus pay shall be paid at the employee's daily rate at the end of the school year.

   c. If 1.1 to 2.0 sick leave days are used, three days bonus pay shall be paid at the employee's daily rate at the end of the school year.

   d. Additionally, ~~E~~employees who have not been absent more than five (5) days, whether sick and/or personal days, may either be paid for unused personal hours at the individual employee's hourly rate or convert their unused personal hours at the end of the school year to sick leave hours for the following year. The employee's failure to submit a written election to the Treasurer's office by June 15th will result in eligible personal hours being converted to sick leave hours.

**B. Sick Leave**

Employees employed by the Board shall be entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-fourth (1-¼) days per month of employment on an hourly pro rata basis, i.e., a two-hour employee will earn 2.5 hours, to a maximum of two hundred eighty (280) days.

1. Acceptable reasons for leave with pay deducted from sick leave are:

   a. Personal illness, pregnancy, and personal injury

   b. Exposure to a communicable contagious disease

c. Illness, injury, or death in the immediate family of the Employee. "Immediate family" shall be deemed to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild, or any relative or member of the household clearly standing in the same relationship to the Employee as any of those named.

2. The Superintendent may request a certificate of a physician or other evidence acceptable to him/her in any case involving use of sick leave where the absence is for more than two days.

3. Bargaining unit members eligible and approved by the State Employees Retirement System ("SERS") for disability retirement shall go on disability retirement rather than use sick leave.

**C. Bereavement Leave**

~~Two~~ Three (3) bereavement days per year shall be granted for immediate family. Neither day(s) shall be counted in sick leave or personal leave for the purpose of attendance incentive. The appropriate form must be completed. As applied to absence because of Bereavement Leave, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents, grandchild, aunt, uncle, in-laws, and any other person who is a member of the immediate household. Other family members may be considered at the discretion of the Superintendent.

**D. Assault Leave**

Any member who sustains physical injuries as a result of an unprovoked and unjustified physical assault while in the course of employment may request a temporary special leave of absence to recuperate from the injuries sustained in the assault for a period not to exceed thirty (30) calendar days. The Superintendent, at his/her discretion, may grant additional leave up to a total of one hundred eight (180) calendar days of assault leave. If granted, this paid leave shall not be charged against sick leave or personal leave. Personal property, e.g. glasses, excluding jewelry, and including clothing damaged as a direct result of the assault, will be reimbursed to a cap of ~~$100.~~$150. An itemized receipt, either original or a replacement receipt, will be required.

Assault leave will be granted and paid only if the following provisions are fulfilled:

1. The member must make written application for leave indicating the facts and those persons involved;

2. The member must provide a written physician's statement recommending the leave and the nature and duration of the disability;

3. The Board may require the member to be examined at Board expense by a Board designated physician, and said physician must certify that the member is disabled and cannot return to service; and

4. The member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or Board.

**E. Association Leave**

A cumulative total of four (4) days (32 hours) for all Association Leaves shall be granted. The Association President must previously approve each request prior to submission to the Superintendent. Association Leave does not encompass time off to litigate against the TCESC in any form.

**F. Personal Leave**

Each bargaining unit member shall be granted three (3) personal days per school year, two of which shall be unrestricted, except after April 1 which is by approval and restricted (reason for leave must be provided).

1. Request for personal leave shall be made on HR Kiosk~~the proper form~~ to the Supervisor. Except for instances of emergency, submission of personal leave must be filed with the Supervisor at least ~~five (5)~~three (3) days in advance.

2. Personal Leave is any absence from duty for the purpose of discharging an essential personal obligation which cannot be discharged at any time other than school time, and which is not otherwise permissible as sick leave. Restricted leave shall not be used for vacations, recreation, to work on another job for pay, to do work at home other than that of an emergency nature, for job actions, or to extend holidays. Any violation of this procedure may be considered grounds for disciplinary action.

3. An employee employed after July 1 who does not work a full-year contract shall be granted personal days on a pro-rated basis.

**G. Jury Duty/Court Appearance**

Bargaining unit members shall be granted court or jury duty leave during normal working hours; provided, however, that they are served with a lawfully issued subpoena for such court or jury duty. There shall be no

financial penalty attached to such service in any way, except that it be the understanding that whatever amount is earned in such capacity be returned to the Board less necessary and documented expenses incurred, and that such employee be paid his/her regular salary by the Board. All documentation shall be submitted to the Treasurer within twenty (20) work days of completion of duty. However, fees earned for jury duty or court service on an employee's day(s) off or during the months the employee is not normally working do not have to be remitted to the Treasurer of the Board. Such days shall not be deducted from any other leave days.

When a bargaining unit member is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s); provided, however, nothing herein shall require the Board to grant an absence with pay if the member is a party plaintiff or witness in such suit against the Board nor when the Association is a plaintiff in a suit brought against the Board on behalf of the member or any other member of the bargaining unit. This leave is also inapplicable to any legal proceeding to which the bargaining unit member or a member of his immediate family is a named party.

**H. Family and Medical Leave**

1. Eligibility

a. An eligible employee may take up to twelve (12) consecutive work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:

(1) the birth of an employee's child and to care for the child;

(2) the placement of a child with an employee for adoption or foster care;

(3) to care for the spouse, child, or parent of an employee when that family member has a serious health condition;

(4) the employee's inability to perform the functions of the position because of the employee's own serious health condition.

(5) a. Any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son,

daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave").

or

b. Twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The maximum FMLA leave available to eligible employees is twelve (12) weeks (with the exception of military caregiver leave) in a twelve (12) month period. While FMLA leave need not be taken for consecutive weeks, the total of twelve (12) weeks cannot be exceeded in the twelve (12) month period regardless of the reason(s) except when military caregiver leave is invoked and the maximum is twenty-six (26) weeks in the twelve (12) month period regardless of the number of reasons asserted or available to the employee.

b. To be eligible for FMLA Leave, employees must:

(1) have been employed by the Board for at least 12 months before the leave request (these do not need to be consecutive months); and

(2) have worked at least 1,250 hours during the last twelve (12) months.

c. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.

d. This Section does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under this agreement. However, consistent with paragraph e, if an employee is entitled to and takes paid sick leave for any of the circumstances set forth in a. (1)-~~(4)~~(5) above, the leave will be treated as and counted against FMLA Leave available

under this Article and the employee must comply with the requirements of this Article. If paid leave is available, it must be utilized even though such paid leave counts against available FMLA leave.

2. Notice

a. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.

b. Whenever the 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 with no less than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

3. Intermittent Leave and Reduced-Work Schedule

a. 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.

b. If any other employee requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:

(1) the employee is qualified for the position, and

(2) the position better accommodates recurring periods of leave.

4. Leave Near End of Semester

a. If an employee begins any FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

(1) the leave is of at least three (3) weeks duration, and

(2) the return to employment would occur during the three-week period before the end of the semester.

b. If an employee begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA Leave until the end of the semester, if:

(1) the FMLA Leave is of greater than two weeks duration, and

(2) the return to employment would occur during the two-week period before the end of the semester.

c. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the Board may require the employee to continue to take leave until the end of the semester.

5. Medical Opinion

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for a FMLA Leave.

6. Benefits

The Board shall maintain coverage under the group health plan for the duration of the 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. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits, during the leave period.

7. Return to Work

a. When an employee is medically able to return to work after a serious health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions of his/her position.

b. At the end of a FMLA Leave, the Board shall restore an employee to employment within a reasonable time according to the conditions set forth in Section 4. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not take FMLA Leave.

c. Should an employee not return to work at the end of 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 FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and must be received no later than thirty (30) days after the claimed inability to return was medically determined.

8. Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

9. For FMLA purposes, a year is the period July 1 to June 30.

## I. Leave of Absence Without Pay

### 1. Benefits

Except as otherwise provided under Subsection H, Family and Medical Leave, no benefits that incur an expense to the Board will be granted to an Employee while on Leave of Absence Without Pay. Employees on approved Leave of Absence Without Pay may elect to continue in Board approved group benefit plans so long as the Employees make immediate election to pay the cost thereof. Such election is effective the following month and payment is due by the 20th day of the month preceding commencement of the leave and by the 20th day of each month thereafter. Failure to make timely remittance of the benefit payment is deemed a waiver of such insurance continuation. Any available applicable paid leave time must be utilized before a Leave of Absence Without Pay may be used.

### 2. Personal Illness or Illness in the Immediate Family

A Leave of Absence Without Pay for a period of up to two (2) years shall be granted upon medical documentation of the need therefore.

a. The Employee shall supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the Employee will be unable to return to work because of illness and the Board shall have the right to secure at its expense and from a doctor of its choosing an opinion that the employee is able to return to work.

b. If an Employee has been granted a Leave of Absence Without Pay for less than one (1) year and requests an extension of that Leave of Absence Without Pay, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original Leave of Absence Without Pay.

c. In no case will Leave of Absence Without Pay be granted under this Section for a continuous or cumulative period of time exceeding two (2) calendar years.

d. An Employee may not return to work prior to the expiration of the Leave of Absence Without Pay granted hereunder unless the Superintendent/designee approves the same.

e. Upon return from an approved leave, the employee shall be entitled to reinstatement to the same position which he/she held prior to the leave or a substantially equivalent position.

**3. Parental Leave**

a. A bargaining unit member who becomes a parent, either through childbirth or adoption, shall be granted a leave of absence without pay for child care reasons for either the balance of the first semester, or the balance of the school year in which the birth of adoption occurs, or for the full school year when the birth of adoption takes place in the summer recess.

b. This leave shall be extended one year upon request.

c. The application for parental leave shall be made forty-five (45) days prior to the requested beginning of the leave and shall begin on the date of birth or adoption unless sick leave is utilized in which case the parental leave will commence immediately following the sick leave. The application shall state the length of leave requested. The Board may grant a request to withdraw an approved leave up to the beginning date of the requested leave.

d. Sick leave and seniority shall not accrue during parental leave but such leave will not be considered a break in continuous service.

e. The Board may require that the termination of such leave coincide with the end of the school year, the end of the semester, or some other point in time that minimizes the disruption of the educational program.

f. Upon return from an approved parental leave, the person shall be entitled to reinstatement to the same position which he/she held prior to the leave or to a substantially equivalent position.

g. A written declaration of intent to return to employment must be received sixty (60) days prior to termination of leave. The declaration shall be submitted to the Superintendent or designee. If such notice is not received, the Board shall immediately send via certified mail to each employee a notice indicating the date by which the employee must provide the Board with written notice of intent to return. Evidence that the letter was sent to the last recorded address of the person on

leave shall be the only required evidence of notice. The employee shall have ten (10) working days to respond in writing to the Board's notification. Failure to provide such notice shall be tantamount to resignation and surrender of rights to recall.

**4. Other**

Other Leaves of Absence Without Pay may be granted at the discretion of the Superintendent. The following procedures must be followed:

a. Request for unpaid leave without pay shall be made on the proper form to the Supervisor. Submission of an unpaid leave request must be filed with the Supervisor at least fifteen (15) days in advance.

b. The Superintendent must approve or deny any request for unpaid leave in writing.

c. No unpaid leave shall be taken without written approval from the Superintendent. The bargaining unit member may not take any unpaid leave until he/she receives the Superintendent's approval or denial in writing.

**5. Procedures for Leaves of Absence**

The following procedure shall be followed in requesting a Leave of Absence:

a. Applications for Leave of Absence must be made to the Superintendent/designee on forms so provided.

b. The Superintendent/designee shall review each application and determine whether the request and documentation is sufficiently appropriate under this Section H. and whether the Leave of Absence shall be granted.

c. Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate Administrator(s), the Treasurer, and a record made for the applicant's personnel file.

**J. Work Related Physical Injury**

A work related injury is when a member suffers a physical injury while performing assigned duties for the Board. If an Employee who is injured

requires and receives medical treatment on the same day of the injury, the absence shall not be charged against sick leave nor shall that day be counted against the attendance incentive; evidence of the receipt of medical treatment may be required.

A Board accident report form shall be completed and submitted to the employee's supervisor within twenty-four (24) hours of the injury, if medically practical.

For Worker's Compensation claims the employee shall submit completed forms documenting the injury. The Treasurer shall assist the employee in completing the appropriate Worker's Compensation forms.

An employee may reimburse the Board the complete costs for the total number of sick days used (including salary, retirement, worker's compensation and Medicare) due to the physical injury from awards paid through Worker's Compensation. This may only be done within six (6) months of the date of occurrence.

**K. Sick Leave Bank**

1. Establishment

a. Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be from August 20 through September 15 of each school year. Donated days will be deducted from donating members who have at least one accumulated day of record to donate when the first pay of October is issued, based upon the employee's sick day balance as of September 30th. New employees with accumulated sick leave hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.

b. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Bank Committee.

c. If fifteen (15) participants are not enrolled by the initial enrollment deadline, there will be no deduction of sick leave days and the bank will not be established.

d. No donations may be made except as provided in this section.

e. The Association has the responsibility to inform bargaining unit members of the Sick Leave Bank and enrolling interested parties, and supplying this information to the Business Office. Communication regarding the operation of the Sick Leave Bank will rest with the Sick Leave Bank Committee and the Association and not the Board or Business Office.

2. Operational Procedures

a. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.

b. Use of days from the Sick Leave Bank will be limited to personal illness of a catastrophic nature of the bargaining unit member, spouse, or dependent children. A doctor's statement is required with the application in order to be considered.

c. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days. Use of sick leave bank will be counted against available FMLA leave.

d. The maximum number of days that a person may use is 20% of the total days in the Bank at the time of application. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

e. Calamity days that occur during the use of sick leave bank days will not result in those days being charged as sick leave bank use.

3. Sick Leave Bank Committee

a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

(1) Superintendent of the Board or his/her designee.

(2) The Association President or his/her designee.

(3) Treasurer of the Board or his/her designee.

(4) Two bargaining unit members. These members are to be appointed by the Association President.

b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

c. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

d. The SBC will be responsible for developing the forms needed to operate the Bank.

e. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

## ARTICLE XX

## STAFF DISCIPLINARY CODE

Discipline shall be for just cause and will be administered generally in successive steps with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct. Administration retains the right to skip steps only if in the Superintendent's discretion it is warranted.

Disciplinary action shall include:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Discharge from employment

Non-renewal of probationary or two-year contract employees shall not be construed as discipline.

## ARTICLE XXI

## EMPLOYEE EVALUATION

## A. PURPOSE

1. To assess an employee's work performance.
2. To help employees improve the quality of and delivery of service by employees of the board.
3. To improve the competency of the employee and provide reliable information for use in determining employee assignments.
4. To provide uniform employment relationships among employees, the administrative staff and the board.
5. To ensure that all employees understand work-related performance expectations and responsibilities.
6. To provide the administration and employees with objective criteria in decisions regarding continuation or termination of employees.

## B. METHOD

1. A Formal evaluation of an employee shall be conducted by the employee's supervisor.
2. In the initial full year of employment, employees will be evaluated prior to the midpoint and prior to the end of the year, with a follow up conference. All other employees will be evaluated with a follow up conference at least once a year.
3. Written reports are to be given to the employee within ten (10) days following the evaluation conference.

## C. RECORDS

1. All evaluation records shall be in duplicate. An original copy is to be placed in the employee's personnel file. A copy is to be retained by the employee. All written records shall provide for comments of both parties involved. Provisions will be available for the employee's signature to indicate the agreement or non-agreement with the evaluation.
2. A standard evaluation form will be used for each bargaining unit position and will be available for inspection at the office of the superintendent or his/her designee. Before changes are made in the form, a copy will be provided to the president of the Association who will have no less than a week from receipt to comment thereon.

## ARTICLE XXII

## GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance - a grievance is defined as a complaint by a member of the bargaining unit, a group of members, or by the Association, that there has been an alleged violation, misinterpretation, or misapplication of this agreement.

2. Grievant(s) - The member or members making a complaint.

3. Association as Grievant - The Association may bring a grievance in its own name when the alleged violation, misinterpretation or misapplication of the contract is a right or privilege granted to the Association or the grievance is a "class action." For the purpose of this subsection, a class action grievance is one which involves multiple members and arises out of the same or substantially same facts and circumstances.

4. Days - Days, unless defined otherwise herein, shall be defined as week days when school is open; provided, however, once a grievance has been filed, the counting of days shall not be interrupted by the summer recess.

### B. Informal Procedure

An employee who believes a grievance has occurred shall first discuss it with his/her immediate supervisor as described in the job description, with the objectives of resolving the matter informally. Such discussion shall occur within eighteen (18) days from the occurrence giving rise to such grievance or shall be waived and considered no longer to exist.

### C. Superintendent Level

If the grievance is not resolved informally, the grievant shall, within ten (10) days of the informal meeting, file the grievance in written form with the Superintendent or his/her designee. The grievance shall be on a form provided by the Board and shall set forth the name of the grievant(s); the date of the occurrence and the date of filing; the express provision(s) of the contract allegedly violated, misinterpreted or misapplied, a concise statement of the material facts upon which the grievance is founded and the remedy demanded. The Superintendent or his/her designee shall, at the request of the grievant, or the Association, conduct a hearing within ten (10) days of the receipt of the grievance form. Following the hearing, the Superintendent shall render his/her written decision within ten (10) days.

Such decision shall be given to the grievant(s) with copies to the immediate supervisor and to the Association President.

**D. Board Level**

If the grievant is not satisfied with the Superintendent's or his/her designee's response, the grievant shall notify the Treasurer of the Board within ten (10) days from the Superintendent's or his/her designee's decision. Within ten (10) days from the receipt of such notice, the Treasurer shall notify the grievant whether the Board will hear the grievance. If the Board agrees to hear the grievance, a hearing shall be conducted in executive session within ten (10) days of receipt of the notice and a decision made within ten (10) days from the conclusion of said hearing. If the grievant is not satisfied with the Board's decision or the Board declines to intervene, the grievant may proceed to Arbitration.

**E. Arbitration**

If the Association and the grievant are not satisfied with the Board's or their designee's response, the grievance shall proceed within ten (10) days to the arbitration level. Within ten (10) days of the Board's decision, the Association shall petition the American Arbitration Association for an arbitrator under the voluntary rules of the AAA and serve a copy of the petition upon the Board within the same ten-day period.

**F. Arbitrator's Authority and Decision**

1. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The arbitrator may hear such testimony and receive such exhibits as he/she feels necessary to make a determination on the merits of the grievance. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the parties.

2. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the collective bargaining agreement; nor to add to, detract from or modify the language therein arriving at a determination of any issue presented that is proper with the limitation expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall not fashion any remedy which does not directly effectuate the intent and purpose of the contract provision being scrutinized when viewed with its ancillary provisions.

3. The costs for the arbitrator and hearing room shall be paid by the non-prevailing party. On split decisions, the arbitrator shall allocate these costs. Court reporter and original transcript fees shall be borne by the party who retains the court reporter unless the other party orders a copy of the transcript whereupon the total costs of the court reporter and transcripts will be divided equally between the Board and the Association.

**G. Expedition of Grievances**

If the Association and the Superintendent agree, the informal step of the Grievance Procedure may be bypassed and the grievance brought directly to the Superintendent or his/her designee.

**H. Right to Representation**

1. Both parties shall have the right to representation at all levels of the procedure.

2. The Association President shall be informed of and invited to have representation at all grievance hearings at the Superintendent and Board levels.

3. Any employee shall have the right to meet with the supervisor to discuss concerns or problems without filing a grievance. No waivers of any contract language except for timelines on filing a grievance may be made without the express approval of the Association.

**I. Timely Response**

Failure of the administration to respond in a timely fashion at any level shall permit the grievant to proceed to the next step in the procedure. Failure of the grievant to adhere to the time lines set forth herein shall be deemed a waiver of his/her right to proceed. Timelines may be mutually extended or waived.

**J. Administrative Leave for Hearings**

Grievants and witnesses shall be granted administrative leave to attend arbitration hearings.

## ARTICLE XXIII

## PAYROLL

## A. Payroll Deductions

Bargaining unit members shall have the following deductions made upon request (or as required by law):

1. Federal, state and local income taxes

2. Retirement contributions

3. Credit Union

4. Government bonds

5. United Appeal

6. Association dues

7. Annuity contributions:

   Pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into "salary reduction agreements" under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is intended to be qualified under IRC Section 403(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters:

   a. An employee's deferral election must be made in writing and filed with the Treasurer at least [ten (10)] days prior to the payroll date that it is to be effective.

   b. The Treasurer's office shall make a good faith effort to limit the amount of the Employee's contributions each year to an amount that does not exceed the maximum limitations for IRC Section 403(b) tax-sheltered annuities. The parties further agree that, employees shall not be permitted to use the 15-year catch up limitation in IRC Section 402(g)(8). The Board may, but is not required to, hire a third party service provider to assist in monitoring whether the contributions of employees are within the tax law limits.

   c. In accordance with Ohio Revised Code ("ORC") Section 9.91, the Board may require that five (5) employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.

d. In accordance with ORC Section 9.91, the Board may require all current and future tax-sheltered annuity providers or brokers execute a reasonable hold harmless agreement protecting the Board from liability. The Board, the Treasurer, and employees of the Board, do not review or approve the terms of the tax-sheltered annuities and do not endorse or in any way recommend the tax-sheltered annuity contracts to employees. Nor does the Board, the Treasurer or any employees of the Board insure or in any way guarantee the payment of any benefits or other amounts from any tax-sheltered annuity contract under any circumstances, including, without limitation, non-payment of any amounts caused by the insolvency, bankruptcy, reorganization or rehabilitation of the provider or investment losses of an employee.

The Board shall be permitted to adopt a plan document that is intended to comply with the requirements of Treasury Regulations under IRC Section 403(b). Unless otherwise required by law, the terms of the Plan document that pertain to employees covered by this Agreement shall not be inconsistent with the terms of this Agreement.

The Board and Treasurer's office shall make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state school district and local income taxes and employment taxes with respect to tax-sheltered annuity contributions to the extent that they believe is required by applicable law.

8. Optional Life Insurance, if purchased and approved by the carrier providing group life coverage under the provisions of this Contract.

9. FCPE (OEA Fund for Children and Public Education)

**B. Payroll Practices**

1. Hourly Employees: Pay date shall be every other Friday for the actual time worked for the period, according to the time sheet.

2. Salaried employees and hourly contract employees working a set number of hours per day and a set number of days per week shall be paid in twenty-six (26) equal pays every other Friday. Salaried employees' pays will be equal. (When there are 27 pay periods in a school year, there will be three weeks between one pay period. In

such circumstances, twelve (12) month hourly employees will be paid for the hours they work for three weeks instead of two.)

3. All employees shall be paid by direct deposit.

4. A direct deposit statement shall be mailed electronically two (2) days prior to the pay date. If the pay date falls on a legal holiday, the pay date shall be the day before.

## ARTICLE XXIV

## COMPENSATION

### A. Health Insurance Benefits

The Board will provide medical/hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner:

#### 1. Eligibility

Eligible bargaining unit members hired before July 1, 2008, wanting health insurance coverage [including prescription drug coverage] will choose from the PPO plans offered through the Consortium (PPO-1, PPO-2, or PPO-3). The selected insurance plan will become effective on July 1, 2008. Such bargaining unit members choosing PPO-1 or PPO-2 will contribute ~~seven (7%) percent of the monthly premium costs by payroll deduction effective for the monthly premium due August 1, 2011, and~~ ten (10%) percent of the monthly premium costs by payroll deduction~~ effective for the monthly premium due August 1, 2012~~. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc.~~, and upon reverting to PPO-1 or PPO-2, the employee shall pay seven (7%) percent of the monthly premium costs by payroll deduction effective for the monthly premium due August 1, 2011, and ten (10%) percent of the monthly premium costs by payroll deduction effective for the monthly premium due August 1, 2012.~~

Eligible bargaining unit members hired after July 1, 2008, desiring health insurance coverage [including prescription drug coverage] may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require a ten (10%) percent premium contribution to be made each month by payroll deduction. Eligible

bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.

Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of $2,500.00 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.

Eligible bargaining unit members selecting PPO-2 and PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer that costs the spouse less than $100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

Eligible bargaining unit members who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to

receive "opt-out" payments if both receive coverage through the Consortium.

If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results, to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

~~2011-2012 7% Employee contribution of the monthly medical premium costs~~
~~Not to exceed: $60.00 (Single) $150.00 (Family)~~

~~2012-2013 10% Employee contribution of the monthly medical premium costs~~
~~Not to exceed: $80.00 (Single) $200.00 (Family)~~

~~2013-2014 10% Employee contribution of the monthly medical premium costs~~
~~Not to exceed: $100.00 (Single) $250.00 (Family)~~

**2. Insurance Committee**

Representatives of the Board and the Trumbull County Classified Staff Association may convene meetings at least two (2) times per year at a time convenient to both parties to discuss matters related to health insurance. The Superintendent shall appoint two (2) members and the Association President shall appoint two (2) members. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, not later than five (5) days prior to the meeting, agenda items to be discussed. The meeting may be postponed or canceled by mutual agreement.

**3. Level of Coverage and Services**

If the Trumbull County Insurance Consortium accepts and enters into a new major medical/hospitalization plan, it will be presented by the Board to the Trumbull County Board Classified Staff Association (TCBCSA) for review. If the TCBCSA finds the Consortium's new plan unacceptable, the Board will remain with the current PPO plans throughout the remainder of the current contract.

## B. Dental Benefits

Maximum benefits for each calendar year for Class I, II and III services are $1,300.

1. The Board shall make available to each member of the bargaining unit with a single/family dental coverage benefit as follows:

   Maximum Benefits each calendar year for Class I, II and III services .....$1300.00

   Lifetime maximum for orthodontic services, per person.....$1000.00

   Individual Deductible.....$25.00

   Family Deductible.....$75.00

2. Percentage of reasonable and customary amounts payable for covered dental expenses:

   Class I .....100%

   Class II .....80%

   Class III .....80%

   Class IV.....60%

3. Classes of service are defined as follows:

   **CLASS I * (PREVENTIVE & DIAGNOSTIC)**

   Routine Oral Exams - twice in any consecutive 12 month period

   Teeth Cleaning twice in any consecutive 12-month period

   Fluoride Treatments once every 12 months

   Emergency Pain Treatment

   Space Maintainers

   Diagnostic X-Rays

   Tests & Lab Exams

* No deductible on Class I benefits

**CLASS II (BASIC RESTORATIVE)**

Fillings, Amalgams, Silicates, Acrylics

Root Canal Therapy

Repair of Bridgework & Dentures

Extractions and Oral Surgery

General Anesthesia, only if medically necessary

**CLASS III (MAJOR RESTORATIVE)**

Inlays, Onlays, Gold Fillings, or Crown Restorations

Initial Installation of Fixed Bridgework

Installation of Partial or Full, Removable Dentures

Replacement of Existing Bridgework or Dentures

**CLASS IV * (ORTHODONTIA)**

Full Banded Orthodontic Treatment

Appliances for Tooth Guidance

Appliances to Control Harmful Habits

Retention Appliances - Not in connection with full banded treatment

* No deductible on Class IV benefits

4. The Board shall pay 100% of any premium for the single/family dental benefits for each bargaining unit member for the duration of this contract according to Article XXIV, Section A. The Board retains the right to send these coverages out for bid and the Board shall be the final selector of the provider.

**C. Insurance Option**

Employees who are entitled to full Board paid insurance benefits and choose not to enroll in the Board's health benefits package shall receive an

"opt out" payment of $1,200.00 for hospitalization, medical, surgical and major medical, and an "opt out" payment of $350 for dental coverage for each year not enrolled. Said amounts are to be paid in two (2) installments, the first at the end of January, and the second at the end of July. Such payments are not a part of salary for the purpose of retirement. The opt out payment amount will be processed through an appropriate IRS Plan.

**D. Life Insurance**

The Board shall provide life insurance coverage of $50,000 for each member of the bargaining unit working thirty (30) hours or more per week. The Board will pay its pro rata share for all other members wishing life insurance, e.g. one-half the expense for a twenty (20) hour worker.

**E. Vision Insurance**

Payroll deduction is available for vision insurance.

**F. Severance Pay**

1. Retirement

   a. Any Bargaining Unit Employee who qualifies for retirement under the State Employees Retirement System (SERS) and has attained ten (10) years service credit, five (5) of which must be the last five complete years. with the Board may use accumulated sick leave for severance pay in the following manner and under the following guidelines:

   b. One-fourth of the total accumulated sick leave days to a maximum of seventy (70) days.

   c. Those bargaining unit members who are retiring and who give a minimum of ninety (90) days' notice prior to retirement shall have any unused personal leave days paid in full as part of the retiring members severance package.

2. Payment of severance pay shall be no sooner than two (2) months after the final date of employment and only after verification from the State Employees Retirement System that said employee has, in fact, applied for, and been accepted for, Ohio Retirement.

3. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by the unit member.

4. Severance pay shall be made only once to any bargaining unit member and shall be paid in one lump sum.

## G. Mileage Reimbursement

1. The mileage rate will be at the IRS rate in place at the time the mileage occurred. ~~per mile.~~

| | |
|---|---|
| ~~2011-2012 school year~~ | ~~47¢ cents~~ |
| ~~2012-2013 school year~~ | ~~48¢ cents~~ |
| ~~2013-2014 school year~~ | ~~50¢ cents~~ |

Note: At no time will the mileage exceed the IRS rate.

2. Mileage will be paid to any employee who:

   a. Travels during the work day to perform work duties such as: attend meetings or seminars; travel between work sites, make home visits; or any other travel as directed by the administration.

   b. Transports students only when approved in advance by the director or superintendent/designee.

3. Mileage will not be reimbursed for the employee's initial daily travel from the employee's home to the initial reporting work site nor from a work site to the employee's home. ~~to and from the employee's residence nor to locations other than work sites.~~ Work sites are an employee's assigned school buildings and other related educational locations approved by the employee's supervisor.

4. Travel outside of Trumbull County for job related activities shall be reimbursed per Board policy.

~~4~~5. Application for reimbursement and reimbursement shall be completed in accordance with Board/Treasurer procedures. Purchase orders with estimated mileage applications shall be filed and approved prior to incurred travel.

## H. Wages

1. The Board will pay bargaining unit employees in accordance with their classification and work experience at rates and steps on the wage schedule set forth in the addendum marked Exhibits A-~~C~~ D with each employee progressing one step from the previous year until the maximum step as set forth on Exhibits A-C and any contract extensions.

2. Salary changes shall be retroactive to July 1, 2014. The base wage schedule shall be increased by ~~(0%)~~1.5% in the ~~2011-12~~2014-2015 school year, ~~(0%)~~1.5% in the ~~2012-2013~~2015-2016 school year and ~~(0%)~~1.75% in the ~~2013-2014~~2016-2017 school year. If a challenge to recognition is not filed during the period set out in Revised Code Section 4117.05, the contract shall continue for the period July 1, 2017 through June 30, 2018. The base salary for the 2017-2018 school year shall be increased by 1.75% or the base salary increase as bargained by the Trumbull County Board Professional Staff Association, whichever is greater.

3. For the 2014-2015 school year, bargaining unit members employed prior to August 1, 2014 shall receive a $200 stipend which shall be paid no later than the first pay in December of 2014.

4. For the 2015-2016 school year, bargaining unit members employed prior to August 1, 2015 shall receive a $100 stipend which shall be paid no later than the first pay in December of 2015.

~~3~~5. Anyone hired after April 1 shall remain at the initial placement the following year.

~~4~~6. Experience on Initial Employment

All employees on initial employment shall be given credit for all substantially equivalent experience, as determined by the Superintendent/designee, with Trumbull County public school districts to a maximum of fifteen (15) years. Other employees on initial employment may be given up to fifteen (15) years credit at the discretion of the Superintendent/designee for work experience.

## I. Training

1. Classroom assistants shall be provided appropriate training within a reasonable period of time as determined by their Department Director.

2. There may be additional training, in-service days or special projects outside the regular school day. Employees who attend may be paid their regular hourly rate or in accordance with Article XVI (A). Any mandatory training shall be compensated at employee's hourly rate.

3. If the Superintendent determines that any employee(s) must meet ESEA (20 USC §§ 6319) qualifications, the Board will pay up to an annual total of $2,000.00 for the involved employee(s) for tutoring and testing to meet the ESEA qualifications, but no employee(s)

## LENGTH OF CONTRACT

This Contract shall be effective from 12:00 a.m., July 1, 2014 through 11:59 p.m., June 30, 2017. Absent a successful recognition challenge as set out in Ohio Revised Code Section 4117.05, the Contract shall continue to be in force and effective for the period from 12:00 a.m., July 1, 2017 through 11:59 p.m., June 30, 2018.

**FOR THE ASSOCIATION:**

Susan E. Hartman, President

Patricia T. Karlovic

Joellen Manz

Joann McGuiness

Sheila A. Saad
OEA Labor Relations Consultant

**FOR THE BOARD:**

Michael Hanshaw, Superintendent

Donald Bishop, Board President

Lori A. Simione, Treasurer

Date: November 14, 2014

Date:_____

**WAGE SCHEDULE FOR PERIOD JUNE 30, 2011 - JUNE 30, 2014**

| | Courier Support Staff | Secretary | Classroom Asst. | Asst. to Treas. | * Attend ofc |
|---|---|---|---|---|---|
| 0 | 8.77 | 9.59 | 10.68 | 10.93 | 18.18 |
| 1 | 9.04 | 9.89 | 11.00 | 11.25 | 18.73 |
| 2 | 9.30 | 10.18 | 11.33 | 11.60 | 19.28 |
| 3 | 9.57 | 10.49 | 11.67 | 11.95 | 19.86 |
| 4 | 9.86 | 10.81 | 12.03 | 12.31 | 20.46 |
| 5 | 10.16 | 11.12 | 12.38 | 12.66 | 21.08 |
| 6 | 10.48 | 11.46 | 12.73 | 13.06 | 21.70 |
| 7 | 10.78 | 11.80 | 13.12 | 13.43 | 22.34 |
| 8 | 11.11 | 12.15 | 13.50 | 13.85 | 23.03 |
| 9 | 11.44 | 12.53 | 13.92 | 14.26 | 23.73 |
| 10 | 11.78 | 12.90 | 14.36 | 14.69 | 24.43 |
| 11 | 12.13 | 13.30 | 14.78 | 15.13 | 25.14 |
| 12 | 12.51 | 13.68 | 15.23 | 15.59 | 25.92 |
| 13 | 12.87 | 14.10 | 15.67 | 16.05 | 26.67 |
| 14 | 13.27 | 14.51 | 16.13 | 16.53 | 27.50 |
| 15 | 13.66 | 14.96 | 16.62 | 17.02 | 28.31 |
| 18 | 14.07 | 15.40 | 17.15 | 17.54 | 29.15 |
| 20 | 14.48 | 15.87 | 17.66 | 18.06 | 30.03 |
| 22 | 14.70 | 16.09 | 17.92 | 18.34 | 30.50 |
| 25 | 14.92 | 16.33 | 18.19 | 18.61 | 30.96 |

* This column only receives 5% increase for bachelor degree at any step increment.

**EXHIBIT A**
**WAGE SCHEDULE FOR PERIOD JUNE 30, 2014 - JUNE 30, 2015**

1.5%

| | Courier-Support Staff | Secretary | Classroom Asst. | Asst. to Treas. | * Attend ofc |
|---|---|---|---|---|---|
| 0 | 8.90 | 9.73 | 10.84 | 11.09 | 18.45 |
| 1 | 9.18 | 10.04 | 11.17 | 11.42 | 19.01 |
| 2 | 9.44 | 10.33 | 11.50 | 11.77 | 19.57 |
| 3 | 9.71 | 10.65 | 11.85 | 12.13 | 20.16 |
| 4 | 10.01 | 10.97 | 12.21 | 12.49 | 20.77 |
| 5 | 10.31 | 11.29 | 12.57 | 12.85 | 21.40 |
| 6 | 10.64 | 11.63 | 12.92 | 13.26 | 22.03 |
| 7 | 10.94 | 11.98 | 13.32 | 13.63 | 22.68 |
| 8 | 11.28 | 12.33 | 13.70 | 14.06 | 23.38 |
| 9 | 11.61 | 12.72 | 14.13 | 14.47 | 24.09 |
| 10 | 11.96 | 13.09 | 14.58 | 14.91 | 24.80 |
| 11 | 12.31 | 13.50 | 15.00 | 15.36 | 25.52 |
| 12 | 12.70 | 13.89 | 15.46 | 15.82 | 26.31 |
| 13 | 13.06 | 14.31 | 15.91 | 16.29 | 27.07 |
| 14 | 13.47 | 14.73 | 16.37 | 16.78 | 27.91 |
| 15 | 13.86 | 15.18 | 16.87 | 17.28 | 28.73 |
| 18 | 14.28 | 15.63 | 17.41 | 17.80 | 29.59 |
| 20 | 14.70 | 16.11 | 17.92 | 18.33 | 30.48 |
| 22 | 14.92 | 16.33 | 18.19 | 18.62 | 30.96 |
| 25 | 15.14 | 16.57 | 18.46 | 18.89 | 31.42 |

* This column only receives 5% increase for bachelor degree at any step increment.

**EXHIBIT B**
**WAGE SCHEDULE FOR PERIOD JUNE 30, 2015 - JUNE 30, 2016**

| 1.5% | Courier-Support Staff | Secretary | Classroom Asst. | Asst. to Treas. | * Attend ofc |
|---|---|---|---|---|---|
| 0 | 9.04 | 9.88 | 11.00 | 11.26 | 18.73 |
| 1 | 9.31 | 10.19 | 11.33 | 11.59 | 19.30 |
| 2 | 9.58 | 10.49 | 11.67 | 11.95 | 19.86 |
| 3 | 9.86 | 10.81 | 12.02 | 12.31 | 20.46 |
| 4 | 10.16 | 11.14 | 12.39 | 12.68 | 21.08 |
| 5 | 10.47 | 11.46 | 12.75 | 13.04 | 21.72 |
| 6 | 10.80 | 11.81 | 13.11 | 13.45 | 22.36 |
| 7 | 11.11 | 12.16 | 13.52 | 13.84 | 23.02 |
| 8 | 11.45 | 12.52 | 13.91 | 14.27 | 23.73 |
| 9 | 11.79 | 12.91 | 14.34 | 14.69 | 24.45 |
| 10 | 12.14 | 13.29 | 14.79 | 15.13 | 25.17 |
| 11 | 12.50 | 13.70 | 15.23 | 15.59 | 25.90 |
| 12 | 12.89 | 14.09 | 15.69 | 16.06 | 26.70 |
| 13 | 13.26 | 14.53 | 16.14 | 16.54 | 27.48 |
| 14 | 13.67 | 14.95 | 16.62 | 17.03 | 28.33 |
| 15 | 14.07 | 15.41 | 17.12 | 17.53 | 29.17 |
| 18 | 14.50 | 15.87 | 17.67 | 18.07 | 30.03 |
| 20 | 14.92 | 16.35 | 18.19 | 18.61 | 30.94 |
| 22 | 15.14 | 16.58 | 18.46 | 18.89 | 31.42 |
| 25 | 15.37 | 16.82 | 18.74 | 19.17 | 31.90 |

* This column only receives 5% increase for bachelor degree at any step increment.

**EXHIBIT C**
**WAGE SCHEDULE FOR PERIOD JUNE 30, 2016 - JUNE 30, 2017**

| 1.75% | Courier-Support Staff | Secretary | Classroom Asst. | Asst. to Treas. | * Attend ofc |
|---|---|---|---|---|---|
| 0 | 9.17 | 10.03 | 11.17 | 11.43 | 19.01 |
| 1 | 9.45 | 10.34 | 11.50 | 11.76 | 19.59 |
| 2 | 9.75 | 10.67 | 11.88 | 12.16 | 20.21 |
| 3 | 10.03 | 11.00 | 12.23 | 12.53 | 20.82 |
| 4 | 10.34 | 11.33 | 12.61 | 12.90 | 21.45 |
| 5 | 10.65 | 11.66 | 12.98 | 13.27 | 22.10 |
| 6 | 10.99 | 12.01 | 13.34 | 13.69 | 22.75 |
| 7 | 11.30 | 12.37 | 13.75 | 14.08 | 23.42 |
| 8 | 11.65 | 12.74 | 14.15 | 14.52 | 24.14 |
| 9 | 11.99 | 13.13 | 14.59 | 14.95 | 24.88 |
| 10 | 12.35 | 13.52 | 15.05 | 15.40 | 25.61 |
| 11 | 12.72 | 13.94 | 15.49 | 15.86 | 26.35 |
| 12 | 13.11 | 14.34 | 15.96 | 16.34 | 27.17 |
| 13 | 13.49 | 14.78 | 16.43 | 16.82 | 27.96 |
| 14 | 13.91 | 15.21 | 16.91 | 17.33 | 28.83 |
| 15 | 14.32 | 15.68 | 17.42 | 17.84 | 29.68 |
| 18 | 14.75 | 16.14 | 17.98 | 18.39 | 30.56 |
| 20 | 15.18 | 16.64 | 18.51 | 18.93 | 31.48 |
| 22 | 15.41 | 16.87 | 18.78 | 19.22 | 31.97 |
| 25 | 15.64 | 17.12 | 19.07 | 19.51 | 32.45 |

* This column only receives 5% increase for bachelor degree at any step increment.

**EXHIBIT D**
**WAGE SCHEDULE FOR PERIOD JUNE 30, 2017 - JUNE 30, 2018**

| 1.75% | Courier-Support Staff | Secretary | Classroom Asst. | Asst. to Treas. | * Attend ofc |
|---|---|---|---|---|---|
| 0 | 9.31 | 10.18 | 11.34 | 11.60 | 19.30 |
| 1 | 9.59 | 10.50 | 11.67 | 11.94 | 19.88 |
| 2 | 9.92 | 10.86 | 12.08 | 12.37 | 20.56 |
| 3 | 10.21 | 11.19 | 12.45 | 12.75 | 21.18 |
| 4 | 10.52 | 11.53 | 12.83 | 13.13 | 21.82 |
| 5 | 10.84 | 11.86 | 13.20 | 13.50 | 22.48 |
| 6 | 11.18 | 12.22 | 13.58 | 13.93 | 23.15 |
| 7 | 11.50 | 12.59 | 13.99 | 14.32 | 23.83 |
| 8 | 11.85 | 12.96 | 14.40 | 14.77 | 24.56 |
| 9 | 12.20 | 13.36 | 14.85 | 15.21 | 25.31 |
| 10 | 12.56 | 13.76 | 15.32 | 15.67 | 26.06 |
| 11 | 12.94 | 14.19 | 15.76 | 16.14 | 26.81 |
| 12 | 13.34 | 14.59 | 16.24 | 16.63 | 27.65 |
| 13 | 13.73 | 15.04 | 16.71 | 17.12 | 28.45 |
| 14 | 14.15 | 15.48 | 17.20 | 17.63 | 29.33 |
| 15 | 14.57 | 15.96 | 17.73 | 18.15 | 30.20 |
| 18 | 15.01 | 16.43 | 18.29 | 18.71 | 31.09 |
| 20 | 15.44 | 16.93 | 18.84 | 19.26 | 32.03 |
| 22 | 15.68 | 17.16 | 19.11 | 19.56 | 32.53 |
| 25 | 15.91 | 17.42 | 19.40 | 19.85 | 33.02 |

* This column only receives 5% increase for bachelor degree at any step increment.