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MASTER AGREEMENT

between

Columbiana Local Association of School Support

(C.L.A.S.S.)

and

Columbiana Exempted Village School District

Board of Education

July 1, 2016 to June 30, 2019

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ARTICLE I
RECOGNITION

TERMS OF RECOGNITION

1.1 Recognition Statement

The Columbiana Exempted Village Board of Education, hereinafter called the “Board”, hereby recognizes the Columbiana Local Association of School Support, an OEA/NEA affiliate, hereinafter called the “Association”, as the sole and exclusive representative for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code.

1.2 Bargaining Unit Defined

The Bargaining Unit shall consist of all regular non-certificated employees regularly scheduled to work ten (10) hours or more per week employed in the following classifications:

- Aide/Paraprofessional
- Building Manager
- Bus Driver
- Cook/Cashier
- Crossing Guard
- Custodian
- Secretary

1.3 Excluded from the Bargaining Unit

Exclusions from the bargaining unit shall include, but not be limited to, Professional, Confidential and Management Level employees and Supervisors, all as defined in Ohio Revised Code Chapter 4117. Further, the transportation coordinator, assistant bookkeeper, bookkeeper, bus mechanics, superintendent's secretary, special education secretary (so long as total hours worked do not exceed 520 per year), EMIS Coordinator, auxiliary service employees, Central Call-In position, Medical Professionals, Technology Assistants and any and all substitutes and seasonal employees, such as parking lot snow removal, shall be specifically excluded from the bargaining unit.

ARTICLE II

BARGAINING PROCEDURE

2.1 Initiating Negotiations

Either party may open negotiation for additions to, deletion of, amendments to, modification of, or termination of this agreement if notice is sent to the representative of the other party (for this purpose, the representative of the Board is the Superintendent and the representative of the Association is its President) at least sixty (60) days (as used in this agreement "days" shall mean calendar days unless otherwise specifically noted) and not more than one hundred (100) days prior to the scheduled expiration of this agreement or extension thereof. Detailed proposals shall be exchanged at the first bargaining session. Thereafter, no additional items shall be considered unless agreed by both parties.

2.2 Negotiations

Upon receipt of the notice from the other party, the parties shall meet at a mutually agreed upon date, time, and place and shall negotiate in good faith with respect to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of this agreement. The time, place, and date of the next meeting shall be agreed upon prior to the adjournment.

By mutual agreement, Bargaining Unit Members will be granted released time for negotiating and bargaining.

2.3 Membership of Negotiating Teams

Each team shall be limited to five (5) members and/or appointees. Each side may have two (2) observers. Neither party shall have any control over the composition of the other party's team.

2.4 Closing and Processing Agreement

When the respective teams reach or conclude a tentative agreement on an item, that tentative agreement shall be reduced to writing, initialed by a representative of both negotiation teams. When all matters before the parties in negotiations have been tentatively agreed upon, the entire agreement shall be submitted for consideration to the membership and the Board. Upon adoption and approval by both parties, three originals shall be fully signed and executed, with one such original to be retained by the Board, one by the C.L.A.S.S., and one to the State Employment Relations Board (SERB).

2.5 Dispute Resolution

If twenty (20) days prior to the expiration of the agreements, the parties have been unable to reach agreement, during any mutually agreed extension thereof, or such earlier time as impasse is declared, the Federal Mediation and Conciliation Service (FMCS) may be requested to provide a mediator to assist in reaching the final settlement. If FMCS will not provide a mediator, the parties will request a mediator from SERB. The parties agree that the foregoing dispute resolution procedure shall be exclusive and shall supersede the dispute resolution procedure set forth in O.R.C. 4117.14.

2.6 Failure of Mediation and Application of Section 4117.14 (D) (2) Ohio Revised Code

In the event that the assistance of mediation is unsuccessful in reaching an agreement between the parties and should an agreement not be reached within ten (10) days of the expiration of this agreement or during any mutually agreed extension thereof, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14 (D) (2) of the Ohio Revised Code

2.7 Miscellaneous

Negotiation shall be closed to the public and during negotiations there shall be no publicity releases except those mutually agreed to by the parties. If a Notice of Intent to Strike has been received by the Board, both parties are free to issue such releases without the consent of the other party. This is not to preclude keeping the Association membership and the Board members informed of the progress of negotiations.

ARTICLE III

GRIEVANCE PROCEDURE

ARTICLE III – GRIEVANCE PROCEDURE

3.1 Definitions

- A. A grievance is defined as any complaint by an employee or employees of the Association involving the interpretation, misapplication, or alleged violation of this Agreement which affects an employee's condition of employment.
- B. A day shall be defined as any calendar day.
- C. A grievant shall be defined as the employee, employees, other Association.
- D. Appropriate Supervisor, for the purpose of the grievance procedure, shall mean the building principal or lowest-level administrator having the authority to resolve the grievance.
- E. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.

3.2 Rights of the Grievant and the Association

The grievant has the right to Association representation at all hearings involving the grievance.

The Association has the exclusive right to be present for the adjustment of any and all grievances.

Grievance forms shall be exhibited in the Appendix of this contract and it shall be the exclusive right of the Association to issue forms to the grievant. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

The grievant shall identify the following information on the Grievance Form: his/her name; the nature of the alleged violation including all relevant facts; the specific provisions of the Master Agreement allegedly violated; and the specific relief being sought.

The Association and grievant shall receive copies of all grievance responses in the processing of a grievance.

3.3 Time Limits

The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

A grievance shall be filed within fourteen (14) days of when the alleged violation occurred or the grievant should reasonably have known it occurred.

Failure of the grievant to comply with the timelines shall be cause for the grievance to be dismissed.

Failure of the employer to comply with the timelines shall entitle the grievant to advance to the next step of the grievance procedure.

3.4 Informal Step

When a Bargaining Unit Member (BUM) becomes aware of an act on which a grievance is to be based, the Bargaining Unit Member and the Association representative shall discuss the grievance with the Bargaining Unit Member's building principal/appropriate administrator/supervisor. (If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally.)

If the grievance is not resolved during the informal step, the Association may, within fourteen (14) days of the alleged violation or when the grievant should reasonably have known of it, file a written grievance with the appropriate supervisor.

3.5 Step One:

The appropriate supervisor shall arrange and hold a hearing within fourteen (14) days of receipt of the grievance. The Association, grievant, and Employer may present evidence to sustain their positions.

Within fourteen (14) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file, within seven (7) days of its receipt of the response, a written form to proceed to Step Two.

3.6 Step Two:

Within fourteen (14) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within fourteen (14) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

3.7 Step Three:

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board of Education and request a conference before it in executive session.

Failure to file such appeal within seven (7) days from receipt of the written disposition at Step Two shall constitute a waiver of the right to appeal.

Upon request, a conference shall be conducted by the Board of Education within seven (7) days or at its next regularly-scheduled session, whichever comes later.

The Board of Education shall dispose of the grievance in writing, with reasons stated, within fourteen (14) days after the conclusion of said conference. Copies of the written disposition shall be sent to the employee, the Association, and the building principal.

Within seven (7) days of receipt of the Step Three response, or if the Superintendent fails to file a timely response, the Association shall notify the Employer of its intent to proceed to FMCS mediation or AAA arbitration (Step Four B). The FMCS mediation shall be considered an optional Step Four A.

3.8 Step Four A - Mediation (Optional)

If, after receiving the answer at Step Three, the grievant remains aggrieved, the employee and/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within seven (7) days from the receipt of the answer given at Step Three. The Board shall indicate within fourteen (14) days whether it will agree to participate in mediation. If the Board agrees to mediation, it shall include all of the issues set forth in the grievance(s) and be scheduled at the first meeting date available to the mediator, but not later than thirty (30) days after the Board agrees to mediation. If the mediation process is not successful or is not initiated and the employee remains aggrieved, the employee may proceed to Arbitration by filing a request for arbitration with the Superintendent not later than seven (7) days after the mediation is concluded or fourteen (14) days after the employee/Association receive the answer given in Step Three.

3.9 Step Four B - Arbitration

3.9.1 Selection of the Arbitrator

The Association's request for arbitration shall be made within twenty-one (21) days following the receipt of the disposition of the grievance at Level Three. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA.

3.9.2 Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

If an issue of arbitrability is raised by the Board, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case. Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or occurrence, will be consolidated for arbitration. If the parties cannot agree on a consolidation, the first arbitrator selected will decide the issue of consolidation before deciding either arbitrability or the merits of any case.

The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

3.9.3 Costs of the Arbitration

The costs for the arbitrator for all grievances shall be paid by the losing party.

3.10 Miscellaneous

All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by regular or certified mail return receipt requested. The Employer shall provide the Association with copies of all communications.

Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor's office.

Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.

Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

The Grievant, the Association President and up to two material witnesses may attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

A grievance may be withdrawn by the Association at any time without prejudice.

The Grievance Form and all other documents related to a grievance shall be maintained in a file separate from the employee's personnel file.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 C.L.A.S.S. Rights

Duly authorized representatives of C.L.A.S.S. shall be permitted to transact official C.L.A.S.S. business on school property provided that this shall not interfere with or interrupt normal work schedules and programs in keeping with provisions of this Agreement. C.L.A.S.S. shall comply with established Board policies regarding the use of school facilities.

The Association shall have the right to transport mail from one school to another by school mail. The Association shall have the right to place Association literature in mutually agreed upon designated areas for distribution to employees.

The Association shall have the right to use a designated space on a building bulletin board.

The Association shall be given any public record upon request including, but not limited to, the following.

- a) Notice of all regular and special board meetings
- b) Board agendas and addendums
- c) Minutes of all regular and special board meetings
- d) The names of all currently employed Bargaining Unit Members
- e) Routine and regular financial documents

The Association shall have the right to use the school buildings for Association meetings. If such use is desired during hours when a custodian is not on duty, or would have to be paid overtime or premium pay, the Association shall pay all such costs or shall provide a custodian at no cost to the Board.

The Association may reasonably use telephones, typewriters, ditto machines, mimeograph machines, copiers, audio-visual equipment and computers. The Association may be charged \$.05 per page for use of the copier. In all cases, the Association will supply all necessary paper products.

4.2 Nepotism

No employee shall be directly supervised by a member of his/her immediate family. Immediate family shall include spouse, children, parents, siblings, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, or legal guardians.

4.3 Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Columbiana Local Association of School Support, a fair share fee for the Union's representation of such non-members during the term of this contract.

(No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.)

Notice of the amount of the annual fair share fee, (which shall not be more than 100% of the unified dues of the Union), shall be transmitted by the Union to the Treasurer of the Board on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.

4.4 C.L.A.S.S. Payroll Deduction of Dues/Fair Share Fees

Payroll deduction of annual dues shall be provided to C.L.A.S.S. by the Board without cost in accordance with the following procedure.

4.4.1 Authorization/Deduction Schedule

Upon written authorization on forms provided by C.L.A.S.S. to the Treasurer between September 1-30, the Board shall make the authorized annual deduction in equal prorated amounts from each paycheck of the employee beginning with the next paycheck received after such authorization and continuing for the next twelve (12) paychecks. Local association dues will be deducted in a lump sum from the first paycheck along with 1/12 of the O.E.A. dues. For new hires, deductions will begin with the first pay subsequent to the date of hire if within the time period deductions are being withheld for dues. The local dues will be withheld in full from the first paycheck along with the O.E.A. dues divided over the remaining pays that fall within the 12 paycheck deduction period. For employees hired after the deduction period, the Association will be responsible for collecting dues.

4.4.2 Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i.) sixty days employment in a bargaining unit position; or
- ii) January 15th

4.4.3 Remittance of Deduction

The deductions shall be remitted to C.L.A.S.S. bi-weekly when dues are collected. The remittance shall be made available for pickup at the Board office by designated C.L.A.S.S. representatives. The employer further agrees to accompany each such transmittal with a list of the name of the bargaining unit members, social security numbers, and amount of deduction for whom all such fair share fee deductions were made, the period covered and the amounts deducted for each.

4.4.4 Procedure for Rebate

The Union represents to the employer 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 Union 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.

4.4.5 Entitlement to Rebate

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

4.4.6 Indemnification of Employer

The Union, on behalf of itself, and the OEA and NEA agree to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Union shall reserve the right to designate counsel to represent and defend the employer;
- C. The employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
- D. The employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

4.5 Joint Meeting

The representatives of the party made up of Board members and Administrators shall meet at least once every three (3) months with representatives of the Association, at a mutually convenient time and date, when requested by either party to discuss matters of concern. Each party shall be limited to six members.

Representatives of the Board and the Association may mutually request the services of the Federal Mediation Conciliation Services (FMCS) to help fashion a Joint Labor/Management Committee including, but not limited to, the following provisions:

Training in collaborative problem-solving and consensus-building along With initial and subsequent monitoring from FMCS, representatives from both parties with active participation, joint control, written ground rules, bi-monthly meetings with set agendas, and published minutes for all staff.

ARTICLE V

MANAGEMENT RIGHTS

All rights, powers, prerogatives, and authorities as expressed in ORC 4117.08 (c) are recognized by the Association as being retained by the Board of Education of the ColumbianaExemptedVillageSchool District. Except as specifically limited by this agreement and Chapter 4117 of the Ohio Revised Code, the Board shall exercise its rights and authorities to fulfill this responsibility. These rights and authorities include, but are not limited to, the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE VI

INDIVIDUAL RIGHTS

Bargaining Unit Members shall be assured all rights granted by law. Individuals retain the right to meet and discuss problems with the Administration. An individual shall have the right to present a grievance without C.L.A.S.S.' approval or intervention and have such grievance adjusted so long as the adjustment is not inconsistent with the terms of this Agreement. C.L.A.S.S. shall have the right to be present at any grievance adjustment. The Board shall notify the Association of all grievances by following the provisions in Article 3.2.

The Board of Education guarantees fair treatment for applicants and support staff employees regardless of race, color, sex, creed, national origin, age, or disability.

The Board and C.L.A.S.S. recognize their respective obligations under the American with Disabilities Act (ADA). Therefore, the Board and C.L.A.S.S. agree to meet and discuss within ten (10) calendar days of an issue arising involving a possible conflict between the parties' obligations under the ADA and the current bargaining agreement.

ARTICLE VII

WORKING PERIODS

7.1 Normal Week

The normal work week shall be five (5) consecutive days per week (Monday through Friday). This does not constitute a guaranteed work week. No changes in an employee's work week will be made without prior consultation with the Association. When there is an in-service day, early release day, waiver day, etc. that reduces the number of hours in the regular schedule, bargaining unit members will be paid for hours actually worked as assigned by their immediate supervisor.

Regular employees shall be those who work 186 or more days a year and 7.5 hours per day or more. Regular short-hour employees shall be those who work 186 or fewer days a year and fewer than 7.5 hours per day. Regular hours for short-hour employees will be determined annually based on need. Positions that remain in the same building with the same general duties whose hours will vary by no more than one half hour will not be required to be posted (one quarter hour for bus drivers).

If lawn mowing is offered to current bargaining unit members outside of their regularly contracted duties, payment will be at the rate of minimum wage per hour. Payment for lawn mowing will be at a blended overtime rate if total hours exceed 40 in a work week.

Building managers shall be responsible for maintaining lawn equipment that is used for maintaining the grounds at their assigned building

7.2 Work Days/Hours

The regular days per year in the following classifications are as follows. This does not constitute a minimum or maximum work year. No changes in an employee's work year will be made without prior consultation with the Association.

CLASSIFICATION	DAY/YEAR
Aide/Paraprofessional	186
Building Manager	260
Bus Driver	186
Cook/Cashier	186
Crossing Guard	186
Custodian	186 or 260
Secretary	186 or 217

Note: 186 days includes 178 scheduled work days plus 8 paid holidays.

217 days includes 209 scheduled work days plus 8 paid holidays.

260 days includes 251 scheduled work days plus 9 paid holidays.

Bargaining unit members may be required to work up to three (3) additional days, not including district "waiver" days. Payment for any additional days will be at the bargaining unit member's regular rate of pay for the actual hours worked.

Employees who have health insurance but are contracted for less than 260 days per year will be paid over 26 pays based on 178 scheduled work days and 8 holidays, except full-time secretaries who will be paid based on 209 scheduled work days and 8 holidays. Any additional hours/days will be paid within the pay period they are worked. (i.e., hours for meetings, in-service,

cleaning, etc. scheduled on non-contracted days will be turned in as worked.) Any hours/days worked beyond the scheduled work days must be pre-approved by the building principal.

Full-time secretaries will be required to work the 178 student/scheduled work days and will turn in a schedule for the additional 31 work days by the last day of school for the next school year that has been approved by the principal. Any changes in the schedule must be approved by the principal in advance and forwarded to the Treasurer's office for payroll purposes. Short-hour secretaries will be required to work their regularly contracted hours on the 178 student/scheduled work days and will be paid on an hourly basis as days/hours are worked.

Employees are expected to work on any and all scheduled "waiver days", which are defined as work days designated by the Board as non-student contact days as approved by the Ohio Department of Education.

The Board shall provide an opportunity for employees to offer advice, suggestions, and opinions during the planning of any employee inservice training.

The Joint Meeting committee shall coordinate the inservice training program for the district.

Bargaining Unit Members will be provided released time or compensated time for inservice approved in advance by the Superintendent.

If not a contract day, the opening day meeting is optional for Bargaining Unit Members. If a Bargaining Unit Member, for whom the opening day meeting is optional, chooses to attend the opening day meeting, the Bargaining Unit Member will be paid at his/her hourly rate for hours attended.

Seasonal substitutes may be hired, as needed, when bargaining unit secretaries are not due.

It is the Bargaining Unit Member's responsibility to notify the Superintendent's office to add his/her name to the substitute list for work at substitute pay, including summer work. A regular short hour employee who is on the sub list may be offered substitute hours to bring them up to a maximum of 40 hours in a week, however, shifts will not be required to be split in order to accomplish this. This provision does not require the District to take extraordinary measures to ensure that regular short hour employees are notified of such available substitute hours.

Employees regularly assigned to work on a less than eight hours per day schedule may be afforded the opportunity to work up to 8 hours before substitute employees are assigned the work or overtime is offered. A regular short hour employee may be offered extra hours in their classification to bring them up to a maximum of 40 hours in a week, however, shifts will not be required to be split in order to accomplish this. This provision does not require the district to take extraordinary measures to ensure that regular short hour employees are notified of such available extra hours.

When a regular employee is assigned to perform work in a different job classification, the employee will be paid the rate for those duties as listed in Article XVI, Compensation. However, the employee's pay-rate shall not be reduced as a result of such assignment. All newly hired custodians who are contracted for less than 8 hours per day will be contracted for 186 days.

7.3 Lunch/Breaks

Employees scheduled to work 7 hours or more per day will be entitled to a ½ hour paid lunch break. Employees who work less than 7 hours will not be given paid break time. (i.e. an

employee scheduled to work 6 hours per day is not entitled to a paid break, therefore if such an employee takes or is scheduled for a ½ hour lunch break during their day, they would be required to be at work for a total of 6 ½ hours, but paid for only 6 hours.)

7.4 Overtime and Extra Work

An employee working more than forty (40) hours per week in one classification between 12:01 a.m. Sunday and 12:00 midnight Saturday shall be paid 1.5 times the employee's regular hourly rate of pay for the hours worked in excess of forty (40) hours per week. In calculating hours for purposes of determining overtime, only hours worked will be included (i.e., hours taken for leave or holiday pay will not be included).

Employees whose hours exceed 40 hours per week in more than one classification will be paid overtime pursuant to the Fair Labor Standards Act (i.e., the employee will receive the specified rate of pay for all hours worked, plus ½ the blended rate for all hours worked in excess of forty hours per week.

Any and all additional/extra hours of work and/or overtime hours must be pre-approved by the Superintendent or his/her designee.

When needed by the District and pre-approved by the Superintendent, custodial personnel (Building Managers, custodians, and cooks/cashiers) will be provided with extra/additional hours of work occurring between the first day of school and the last day of school for students (including winter, spring and holiday breaks) on a seniority based rotational basis as follows:

- A. High School/Middle School Campus
- B. Dixon Elementary

Custodial and cooks/cashiers employees performing such additional work or refusing same when designated by the rotation list will move to the bottom of the list.

For all-day activities scheduled on non-student days occurring within the district, custodial employees shall be limited to 8 hours of work. However, it is understood that these hours will be first offered to custodians contracted to work less than 8 hours per day to afford them the opportunity to work up to 40 hours per week as noted in section 7.2. All special event, weekend and summer work will be offered on a rotating basis in the order of seniority, regardless of their home building. A weekly schedule of this work will be posted in an appropriate area. The custodian or cook/cashier at the top of their respective seniority list will have first choice of the posted work scheduled for any given day. The custodian or cook/cashier who declines the work based on their respective list will be rotated to the bottom of such list. Any custodian or cook/cashier who accepts the work will be rotated to the bottom of the respective list. Trading places on the list is prohibited.

The Board recognizes that is the right of the member to decline overtime and additional work.

A substitute may be called in when no regular employee accepts the overtime/additional hours.

There shall be no pyramiding of premium pay.

7.4.1 Multiple Positions and Limitations on Overtime

If a Bargaining Unit Member is employed in more than one position in the District, they are not permitted to take time off from one position to work another position.

No employee, whether holding multiple positions or otherwise, is permitted to work more than 40 hours in a week unless expressly authorized by the Administration. It is the employee's responsibility to track their hours and notify their supervisor that they are not available for additional hours (i.e., field trips, extra hours, substitute hours, etc.)

7.4.2 Certified Supplemental Contracts

A bargaining unit member that is approved for a certified supplemental position will be paid for that position at an hourly rate. The hourly rate will be the then-current minimum wage in Ohio. The overtime rate of time and one-half will be paid for any hours worked in excess of forty (40) per week. The overtime premium rate will be calculated based on the regular straight-time rate of the job that resulted in the overtime – in the case of a supplemental position worked by a bargaining unit member, that straight-time rate is Ohio's minimum wage (this supersedes the blended rate calculation in Section 7.4 of this contract).

The District will establish the maximum number of hours allocated for each supplemental position filled by a bargaining unit member for the season or activity in question. The employee must have advance District administrative approval to work any hours in excess of the established standard for the supplemental position.

A bargaining unit member must submit time sheets and/or a calendar detailing the hours and dates worked at the supplemental position upon completion of all duties. The building principal or athletic director will verify and sign the time sheets and/or calendar upon completion of duties.

Upon completion of all duties, payment shall be calculated in accordance with this section. Should the bargaining unit member's calculated earnings for the supplemental position be lower than the scheduled salary amount in the C.E.A. negotiated agreement, the Board shall adjust the hourly rate so that the total of the employee's straight time and overtime earnings for the supplemental position equal the scheduled salary amount in the C.E.A. negotiated agreement.

7.5 Summer Break

Custodians regularly contracted for less than 8 hours per day may be given the opportunity to work up to 8 hours per day during the summer at their regular rate of pay. The Superintendent or his/her designee will determine the need for the extra hours and will notify said employees prior to the summer break what hours are available. These additional hours will be offered on a district-wide seniority basis to short hour custodians. Unpaid days off during scheduled summer break hours must be approved by the Superintendent at the time of acceptance of extra work.

Bargaining Unit Members who work in other classifications that are offered summer custodial work when there are not enough short hour custodians available shall be paid the starting rate for Custodian as listed in Article XVI per hour for said work.

7.6 C.L.A.S.S. Individual Aide/Paraprofessionals

Individual Aide/Paraprofessionals are assigned to particular students and are not, therefore, needed on dates when such children do not attend school, for whatever reason. Therefore, it is agreed that in any circumstance when such students are absent, the Individual Aide/Paraprofessional may be advised not to report for work nor will he/she be paid for such dates. If said Aide/Paraprofessional has already reported to work, he/she shall report to the

Principal and work and be paid for 2 hours, as assigned, then may be released. Said Aide/Paraprofessional will be notified to return to work when the student resumes attendance. If the student's absence extends beyond 20 consecutive school days, or the need for the Aide/Paraprofessional no longer exists, or if the absence is anticipated to extend beyond 20 consecutive school days, it will be understood that the Board may pursue a reduction in force per Article 11.4. Any Aide/Paraprofessional position funded by Columbiana Exempted Village Schools will be a Bargaining Unit Member, with the exception of an Aide/Paraprofessional assigned in an Educational Service Center (ESC) classroom and auxiliary service employees (Recognition 1.3), who would not be a Bargaining Unit Member.

7.7 Cafeterias (Cooks/Cashiers)

Each cook/cashier (in buildings of the district) will do their bookkeeping and ordering separately as directed by their supervisor. Cook/cashiers may be compensated for up to one extra hour each week, as approved by their supervisor, to complete these responsibilities.

When a kitchen's electrical equipment is to be used, a cook/cashier shall be assigned to work during those hours as per Overtime and Extra Work, Section 7.4.

7.8 Call in Time

"Call in Time" shall be defined as being immediately called in to work at a time other than a Bargaining Unit Member's regularly scheduled shift. Any hours worked will be paid at the employee's regular hourly rate unless the additional hours fall into overtime in accordance with Section 7.4.

An employee's regular shift shall not be reduced as a result of being assigned to report to work early.

In the event of an emergency notification by the safety forces or by the administration relating to building safety or security, such as an open door(s) or a broken window(s), a minimum of two (2) hours or actual hours worked will be paid to the responding Bargaining Unit Member(s).

Unless mutually agreed to, regular short hour employees' shifts shall not be adjusted to eliminate extra hours.

7.9 Calamity Days

When schools are closed by the Superintendent due to a calamity, custodial members of the Bargaining Unit Members may be required to report for duty as required in this section or directed by their immediate supervisor. For the purposes of this section, the duration of the Calamity Declaration shall be 24 hours unless activities are scheduled for that evening. Any employee(s) required to work shall be paid for the first two hours at one and one-half times the regular rate of pay. Hours in addition to the first two shall be paid at straight time. An early dismissal that does not reduce the time in school below the requirements for the minimum school day will not be considered to constitute a calamity.

Bargaining Unit Members will be paid for calamity days. However, if the number of calamity days exceed five, Bargaining Unit Members who are scheduled to work less than 260 days will be required to work make up days at no additional pay. If an employee does not work on the makeup day, his/her pay will be docked for the calamity pay that was previously received for any

such days unless a member has unused personal days, the member may elect to use their personal leave in lieu of working the regular contracted hours. In order to utilize personal leave on a calamity day, the employee must notify their immediate supervisor/administrator of the leave by 10:00am and put the leave in writing within 24 hours of the calamity day is called.

On any date when a calamity day is ultimately declared by the Superintendent, Building Managers and custodians shall be required to report to work for four hours, as determined by the Superintendent or his/her designee, and then may leave for the day. When there are activities scheduled in the High School on the evening of a day which has been designated as a calamity day, the regular, second shift custodian(s) at the High School will be expected to report as usual and such work will not be considered as calamity day work.

On any calamity day beyond the first five, all two-hundred and sixty (260)-day Bargaining Unit Members must report to work and work their regularly contracted hours at regular rate.

If a calamity is due to a disaster, all two-hundred and sixty (260)-day Bargaining Unit Members must work regularly contracted hours.

7.9.1 Alternative Make-Up Days

On a regularly scheduled student day, when students are not required to report to school, Bargaining Unit Members will have the option to come to work for their regularly scheduled hours as assigned by the principal and be paid accordingly or not come to work and not be paid.

7.9.2 Two Hour Delay

On days that students and/or staff are to report later or leave earlier, Bargaining Unit Members will be paid for the actual number of hours worked.

Aides – Report at regular time and work regular hours

Building Managers – Report at regular time and work regular hours

Bus Drivers – Report 2 hours later in the AM and proceed with routes as usual. No midmorning run.

Cooks/Cashiers – If breakfast/lunch is on a delayed schedule, report the same number of minutes prior to the delayed lunch time as you would prior to the regular lunch time and work regular number of hours.

Crossing Guard – Report 2 hours later in the AM and work hours as usual

Custodians – Report at regular time and work regular hours

Secretaries – Report at regular time and work regular hours

Classified staff should check with the building principals for direction as to duties during the delay time.

In the event a calamity day is called prior to the delayed start of school, classified employees may be released for the remainder of the day and will be paid their regularly scheduled hours for the day at their regular rate of pay. If the building principal and/or superintendent requires an employee to stay, (s)he will be paid the first two hours at one and one half times their regular rate of pay if they work the full day.

7.9.3 Early Release Days

On early release days, Bargaining Unit Members will be paid for the actual number of hours worked. Work times may be adjusted by the Building Principal or Supervisor to accommodate the alternate schedule.

7.10 Leaving the Building During Work Day

Employees are not to leave their assigned buildings during their duty hours except for a very important reason and in no case without the approval of the building principal and/or appropriate administrator. A member of the bargaining unit may be permitted to leave during his/her lunch period upon approval of the appropriate administrator.

7.11 Custodial Staffing

When there are multiple events that require the afternoon staff at CHS to perform additional duties, additional custodial staff will be assigned to assist.

7.12 Custodial Differential

On non-school days when events are scheduled, extra hours that are available that occur from 4 PM or later will be paid a \$.25 per hour shift differential.

ARTICLE VIII
TRANSPORTATION

8.1 Transportation

Routes will be established annually – regular full-time routes are considered to be 4 hours per day (current times are approximately 6:45 AM to 8:45 AM and 2:15 PM to 4:15 PM). Daily route times include adequate pre-trip and cleaning time. Not later than October 15, the Superintendent or his/her designee will ride to determine hours for each route that exceeds 4 hours per day – if determined that daily hours will exceed 4 hours routinely, the extra hours are to be logged on the timesheet and will be paid in the pay period worked. If a route is determined to be more than 4¼ hours per day, it will be posted.

Hours driven to the Career Center, Heartland Christian or other out-of District locations every school day shall be part of the regular hours for the employee.

Part-time routes (routinely less than 4 hours per day) may be established if necessary to meet the transportation needs for a particular school year. The hours for part-time routes will be set at the beginning of the year – no extra or reduced time will be paid/docked (unless for field trip or unpaid leave or unless the route is changed significantly).

For special needs transportation or when regular drivers or sufficient buses are unavailable to transport students to a location outside the district, the Board may subcontract transportation services as necessary.

Students shall be dropped off or picked up at designated locations only. Any deviation from a student's designated location must be preapproved by the building principal.

When a vacancy is posted, current regular drivers may bid for the route. Seniority shall be the factor considered in awarding the assignment.

Each driver shall maintain a list of names, addresses and phone numbers of students who ride the route assigned to the driver. Two weeks prior to the close of a school year, a list of students not being promoted from Grade 3 to Grade 4 will be given to the drivers to assist in planning pickup and routing for the start of the following school year.

If a student through the course of the school year engages in prohibited conduct of a violent or disruptive manner that could, if it occurred on the school bus, result in a distraction to or impair the bus driver's ability to maintain order and safety on the bus, the bus driver will be notified of the student's identity and prior misconduct so that the bus driver can take appropriate steps to avoid such distraction and to maintain order and safety on the bus (e.g., the bus driver may choose to assign the student to a specific seat). Any such information provided to the bus driver must be kept confidential in accordance with Federal and State law.

Any hours worked in inservice or for planning beyond contract days will be paid at the Bargaining Unit Member's hourly rate of pay. Employees required to attend meetings other than during their regular work schedule shall be compensated for the actual number of hours at their regular rate of pay. Employees shall be compensated up to four (4) hours pay at the end of each year for a thorough cleaning of his/her assigned bus.

By the end of the first month of school, and as needed thereafter, the school nurse will update drivers on any special medical needs of students that the school is aware of.

Any driver may be suspended without pay if he/she accumulates six (6) or more moving violation points. This suspension shall remain in effect so long as such driver has six (6) moving violation points charged against him/her. A driver shall be terminated if s/he is convicted of, pleads guilty to or enters a plea of no contest to charges of Driving While Under the Influence of Alcohol or Drugs.

Each bus driver will be given all the equipment and materials (provided by the Board) to sweep and clean their bus regularly.

Work guidelines regarding but not limited to pre-trips, emergency situations, illness (driver or student), accident, bomb threat, and discipline shall be in writing and communicated to all drivers. Guidelines shall be posted appropriately in designated areas.

A "chain of command," per Article 9.3, shall be posted in the transportation department.

Each driver will be paid extra hours at their regular hourly rate for washing his/her assigned bus, if outside of regular work hours, when directed or approved by the transportation coordinator. The maximum number of hours will be 2 per month. It is expected that the buses will be washed approximately twice per month.)

8.2 Field Trip Assignment

All field trips will be offered on a rotating basis in the order of seniority. A weekly field trip schedule will be posted in the bus garage. The driver at the top of the seniority list will have first choice of the posted field trip(s) scheduled for any given day.

Field trips shall be offered to the eligible driver at the top of the list however, if the field trip hours will make the bargaining unit member exceed 40 hours in a week in accordance with Section 7.4.1, the driver shall be rotated to the bottom of the list. A driver who accepts the field trip shall then be rotated to the bottom of the list, a driver who rejects a trip shall also be rotated to the bottom of the list. Drivers shall not trade places on the list. If the first eligible driver rejects a trip, that trip shall be offered, in succession, to each of the eligible regular drivers on the list. If no regular driver accepts the trip or is eligible for the trip, the trip may be offered to a substitute bus driver.

In an emergency situation, such as short advance-notice (24 hours or less) before a trip or the absence of an already assigned driver, the Coordinator assigning the trip may ask the first available driver in the regular rotation. If the Coordinator cannot be reached, the driver already assigned to the trip will get his/her own substitute for the trip, starting with the first driver in the regular rotation. This short advance-notice (24 hours or less) trip will not be counted against the driver who takes it when it comes to the regular rotation. The driver or drivers who may have been skipped over or who turned down the trip will not lose a trip in their regular rotation. The already assigned driver(s) will not get a make-up trip. A driver assigned a field trip which is cancelled shall be next up in the rotation.

If a driver is up in rotation for a make-up trip and also in regular rotation, he/she will not be skipped over twice for the same trip.

Driving time for field trips will begin fifteen (15) minutes before the time a driver is to arrive at the pickup point. If the trip is cancelled after the driver reports for the trip, the driver will be paid two (2) hour "show-up pay" and will be offered a trip in regular rotation. If the driver waives "show-up pay", he/she will be offered the next available unassigned trip. To qualify for the "show-up pay" or "next available trip" options, the driver must keep the Coordinator informed of

where he/she may be contacted in the time prior to the trip. If the driver cannot be reached for a trip cancellation, as indicated above, "show-up-pay" and "next available trip" are waived.

If a driver is going from a regular run directly to a field trip, every reasonable effort will be made to contact the driver as early as possible to cancel the trip.

A regular driver who accepts a field trip that prevents him/her from driving his/her regular run will be paid for the field trip, but not his/her regular run.

When a field trip is scheduled during the school day, it will be determined whether the driver is expected to be back for their regular run or not. Arrangements will be made to cover the regular run when it is determined that it is unlikely the bus will be back in time. When other arrangements have been made, they will not be changed if the bus returns early. (i.e., If a substitute has been scheduled to drive the regular run, he/she will drive the run whether the regular driver has returned or not and the regular driver will not be paid for the regular run.)

When there is more than one bus on a field trip, drivers will use the same route and will make every effort to maintain visual, radio, and/or phone contact with each other.

It is not the intention of the Board to eliminate busing that is currently being provided for sporting events. However, on no more than 2 occasions in any school year, the Board may permit students to be transported on charter buses. Additional charter bus usage may be permitted only with the prior approval of the Association, unless as a result of lack of regular drivers or sufficient buses.

8.3 Field Trip Rate

A regular driver who is assigned a field trip shall be paid at his/her current hourly rate for up to 30 (thirty) minutes preparation time prior to the scheduled loading time, the loading time, and the driving time. Upon arrival at the destination and completing unloading and parking the bus, the driver shall go on layover. Pay for the first 4 hours of layover shall be at the employee's regular rate of pay. All layover time in excess of 4 hours shall be paid at a rate of \$10.00 per hour. Employees shall not be compensated for sleep time. The driver will return to regular hourly rate 15 minutes before picking up the students for the return trip and shall be paid that rate through the loading and return including 15 minutes after completing unloading to return to the garage to clean the bus and put it away. All time shall be rounded to the nearest quarter hour with the total paid time not to exceed the total preparation, loading, driving, layover, and cleanup time.

Where the field trip is a continuation of a regular daily run, the preparation time will not be paid and where a regular run immediately follows a field trip return, the 15 minutes cleanup and return pay will not be paid. Except where a field trip extends a regular run, a minimum of three (3) hours of regular rate of pay will be paid for the trip. Where it extends a regular run (this includes any trips that occur during hours within a regular school day), the actual hours worked will be paid.

8.4 Practice Runs

Regular drivers and substitutes wishing to substitute shall participate in practice runs on bus routes. Drivers and substitutes shall be compensated at their regular rate of pay.

8.5 Bus Routes on Days when the District is not in session

Times will be established at the beginning of each year for each route that may be required to be driven on days when the District is not in session (i.e., Career Center, Heartland Christian, or

other out-of-District locations). A driver who drives one of these routes will be paid the established number of hours.

8.6 Drug and Alcohol Testing of CDL Holders

A. Definitions

Employee	for purposes of this article, any employee required to obtain a CDL (e.g., bus drivers and mechanics) who is employed full time, part time, or as a substitute.
SSF	Safety Sensitive Function
SAP	Substance Abuse Professional
CDL	Commercial Driver's License
MRO	Medical Review Officer
Controlled Substance	Marijuana, Cocaine, Amphetamines, Opiates (including heroin), and Phencyclidine (PCP)
Drug	See Controlled Substance
Alcohol	Any beverage, mixture or preparation, containing alcohol including any medication containing alcohol
FHWA	Federal Highway Administration

B. Costs

All costs associated with drug or alcohol testing shall be paid by the Board.

Bargaining Unit Members randomly selected for drug or alcohol testing will be paid one (1) hour wage at his/her hourly rate plus round-trip mileage from the bus garage to the testing site.

C. CDL Employee Training

Employees shall receive materials explaining the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Employees shall be required to attend an alcohol/drug education/awareness inservice about the dangers of illegal drug use and controlled substance and alcohol abuse and the Employees' Assistance Program.

Bus drivers will have four (4) hours of paid inservice per year and four (4) paid hours required year-end bus cleaning on closing day. Bargaining Unit Members will be paid his/her hourly rate of pay.

D. CDL Prohibitions

No employee shall:

report to duty while having an alcohol concentration of 0.04 or greater;

possess alcohol while on duty;

use alcohol while performing SSF's;

perform SSF's within four (4) hours after using alcohol;

use alcohol for eight (8) hours after an accident, or until said driver undergoes an alcohol test;

refuse to submit to a required alcohol or controlled substance test; or

use a controlled substance except as prescribed by a doctor who has advised the employee that said use does not impair the employee's ability to perform SSF's.

E. CDL Random Alcohol Testing

No more than twenty-five percent (25%) of the employees shall be tested in any year.

Employees shall be tested in accordance with the FHWA's drug and alcohol testing rules.

Employees may be tested just prior to, during, or just after performing SSF's.

Employees shall not be tested during their off-duty hours, except as set forth above.

A copy of the calendar year summary as required by law shall be provided to the president of C.L.A.S.S.

F. Post-Accident Alcohol Testing

Employees shall be tested following an accident involving a loss of life.

Employees shall be tested following an accident for which the employee receives a moving traffic violation/charge.

G. CDL Random Controlled Substance Testing

No more than fifty percent (50%) of the employees shall be tested in any year.

Employees shall be tested in accordance with the FHWA's drug and alcohol testing rules.

Employees may be tested just prior to, during, or just after performing SSF's,

Employees shall not be tested during their off-duty hours, except as set forth above.

The cost of a split-specimen test shall be paid by the Board.

A copy of the calendar year summary as required by law shall be provided to the President of C.L.A.S.S.

H. Post Accident Controlled Substance Testing

Employees shall be tested following an accident involving a loss of life.

Employees shall be tested following an accident for which the employee receives a moving traffic violation/charge.

I. CDL Reasonable Suspicion Testing

The supervisor making the reasonable suspicion determination shall create a contemporaneous written report setting forth the specific observations relied upon to

order this test within twenty-four (24) hours of his/her observations or before the results of the test are released.

J. CDL Test Results

Any information relative to the FHWA's drug and alcohol testing results and rules shall be maintained as confidential in accordance with federal law (i.e., such records shall be maintained in a separate file along with the employee's medical records). If there are conflicting test results, only the conclusive result may be filed.

K. CDL Consequences

Employees found in violation of the FHWA's drug and alcohol rules may be disciplined up to an including termination in accordance with Ohio Revised Code Section 3319.081.

An employee, who notifies the Superintendent or his /her designee of an alcohol or controlled substance problem prior to being notified of or being subjected to an alcohol and/or drug test, will be provided an opportunity to seek rehabilitation. An employee may use sick leave for such treatment or up to one month of unpaid leave for rehabilitation (including in-patient treatment).

L. CDL Medical Review Officer (MRO)

The Medical Review Officer shall be jointly selected by C.L.A.S.S. and the Board.

The MRO shall be paid by the Board.

M. CDL Substance Abuse Professional (SAP)

The Substance Abuse Professional(s) shall be jointly selected by C.L.A.S.S. and the Board.

Costs associated with the SAP in excess of those covered by the employee's health care plan shall be paid by the Board.

ARTICLE IX

WORKING CONDITIONS

9.1 Creating New Positions

C.L.A.S.S. will be notified when the Board and/or the Administration decides to create a new bargaining unit position. C.L.A.S.S. will be given an opportunity to meet and discuss this new position. C.L.A.S.S. shall also have the right to negotiate the wages and fringe benefits for this new position. Negotiations shall be in accordance with Article II. The Association President will be provided with a notice of any new position, whether in the bargaining unit or not, approved by the Board.

9.2 Job Descriptions

Job descriptions shall be developed jointly by the Employer, Bargaining Unit Members, and the Association. Job title and descriptions shall be reviewed and rewritten annually, if necessary. The descriptions will include at a minimum:

- a. job title and description;
- b. minimum requirements; and
- c. specific statements of required tasks and responsibilities.

The job descriptions shall be available to all current employees and given to all new Bargaining Unit Members when hired by the district.

Prior to any change in any job description, the Board or its designee will meet with the Association to discuss the proposed change before any change is made. The determination will be subject to the Grievance procedure.

9.3 Personnel Files

An employee shall have the right to view the contents of his/her personnel file, except for previous employment data, references, and letters of recommendation, at which time a representative of the Association may be present when requested by the employee. At the employee's request and expense, the employee will receive a copy of any document in the employee's file except for previous employment data, references, and letters of recommendation.

The Superintendent shall establish and maintain one (1) personnel file. There shall not be an electronic filing of personnel files.

The employee shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in his/her file. The Superintendent must make an immediate investigation as to the appropriateness of the disputed information and immediately notify the employee of the results of the investigation and the action to be taken. If the employee is not satisfied with the results of the investigation, the employee may attach a statement to the disputed document.

An employee may request the removal of records of disciplinary actions and/or complaints from his/her personnel file after two (2) years have elapsed since the original placement of the item in the file on the basis that the employee has not exhibited behavior that is the same or similar to that behavior referenced in the record to be considered for removal. The request must be in writing and will be acted on within ten (10) days of receipt by the Superintendent. If review shows that the facts bear out the employee's request, the item will be removed. Records

involving work place violence or abuse, discrimination or harassment, or drug or alcohol use shall not be subject to removal as set forth above (i.e., they will remain in the personnel file).

There will be a "chain of command" for all Bargaining Unit Members. Such a list shall be in writing, communicated to all support staff, and posted appropriately in designated areas.

Neither custodial personnel nor any other Bargaining Unit Member shall be required to maintain, clean, or repair personal property (i.e., furniture, appliances, carpet [except routine sweeping], animals, or plants) of any Columbiana Exempted Village staff member.

It shall be the responsibility of building administrators to notify building employees regarding this section of the agreement.

The main offices and libraries shall not be used as detention rooms.

9.4 Complaint Procedure

Complaints/allegations against an employee must be made in writing and signed by the person lodging the complaint/allegation.

Complaints that are determined to have merit will be addressed in writing with the employee by the appropriate administrator.

A copy of any complaint/allegation that may become a matter of record shall be forwarded to the employee in person within five (5) work days of its receipt.

No complaint/allegation shall be placed in an employee's personnel file without the employee being provided an opportunity to contest the merits of the claim. The employee may request a hearing with the appropriate administrator to discuss the complaint/allegation. The employee shall be entitled to representation at the hearing if s/he requests.

Nothing herein will abridge the right of the employee to file a grievance, as set forth in Article III.

9.5 Evaluation of Employees

A written evaluation of each bargaining unit employee shall be prepared at least once per work year. Such evaluation shall be discussed with the employee and the employee shall be given a copy. The employee must sign the evaluation to acknowledge receipt. The employee may file a statement that will be included with the evaluation in the personnel file. In no case shall the Bargaining Unit Member's signature on the evaluation form be construed to mean that he/she necessarily agrees with the contents of the evaluation.

All evaluations of support staff shall be conducted by their appropriate administrator(s). No other bargaining unit members shall be present, except the person being evaluated or inspected.

Evaluations shall be fair and objective, based on criteria in the evaluation instrument.

Deficiencies shall be noted with a plan of action for correction. The evaluator shall provide assistance to the employee in the correction of deficiencies. There shall be time for improvement of the deficiencies.

If an appropriate administrator believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in writing within a reasonable time after the deficiencies are noted.

The Bargaining Unit Member and the Superintendent/or the appropriate administrator will mutually devise a remedial program to attempt to correct area(s) of noted deficiencies or unacceptable work as indicated by the evaluation.

9.6 Probationary Employees

Each new employee shall be placed on probationary status for a period not to exceed 365 days from the employee's first day worked.

During the first calendar year, a probationary employee may be discharged at any time by the Superintendent where such discharge is by mutual agreement of the Superintendent and appropriate administrator.

During this calendar year period, discharge shall be final and binding upon the employee with no right of appeal through the grievance procedure.

The probationary employee will be issued a continuing contract at the expiration of the probationary period, provided said employee has not received written notice of discharge.

Once a Bargaining Unit Member has achieved continuing contract employee status, said employee may only be terminated for cause as provided in Section 9.7.

9.7 Discipline

Any employee disciplinary action taken shall be progressive when practicable and be dependent upon the seriousness of the infraction/offense, and the employee's work record. Disciplinary action shall be commensurate with the seriousness of the infraction. Written disciplinary actions shall be hand delivered or sent to the employee by certified mail. The discipline shall include: warning; written reprimand; six (6) month probation; reassignment and/or transfer; suspension without pay (3 days or less), suspension without pay (beyond 3 days but not to exceed 30 days) or discharge. These are not steps.

Discipline may be imposed for the following reasons: violation of written rules and regulations as set forth by the Board of Education, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance.

The appropriate administrator shall promptly inform the employee of any disciplinary action and the reasons for it.

It shall be the objective of those taking disciplinary action and of the employees that they handle their roles in such a manner as will avoid embarrassment.

An employee disciplined in writing shall have the opportunity to make a written response for inclusion in the personnel file within ten (10) work days by providing a copy to the person taking the disciplinary action.

No disciplinary action of any kind shall be taken for reasons of participation by employees engaged in Association activities which are lawful and not in violation of policies and rules of the Employer.

When probation, reassignment and/or transfer, suspension without pay, or discharge is involved, the employee, upon request to the appropriate administrator, shall be granted a meeting with the

person administering the action prior to it being taken, at which time the employee may have a representative of the Association present.

9.8 Alcohol and Substance Policy

Voluntary use of alcohol or the illegal use of controlled substances (not in accordance with a physician's prescription while in the workplace) which causes intoxication, or impairment, poses a risk to the students, the Board, the employee, and other employees. Recognizing that alcohol and substance abuse may be an illness, it is both the Board and Association's goal to prevent and rehabilitate.

All bargaining unit employees who have been convicted or found guilty by a court of possession or use of illegal drugs or use of a controlled substance not in accordance with a physician's prescription (on or off duty) will be subject to appropriate disciplinary action, up to and including termination.

In case that an employee's conviction or verdict for possession or use of illegal drugs is overturned on appeal, the employee shall be reinstated without penalty.

All bargaining unit employees who are found to be intoxicated or impaired on school premises will be subject to appropriate disciplinary action, up to and including termination.

Employees who seek voluntary assistance may not be disciplined solely for seeking such assistance, and this information shall be maintained as confidential in accordance with federal law. Employees enrolled in alcohol or substance abuse program shall be subject to all Board rules and regulations of job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

All bargaining unit employees will be informed of this policy and will be provided with information and inservice programs concerning the impact of the use of substances on job performance.

Once an employee has gone through rehabilitation, the employee may be requested to submit to drug testing at the Board's expense for a period of up to five (5) years.

An employee accused of being in violation of this provision shall be afforded due process.

9.9 Dispensing Medications

Board of Education policy shall be followed and the only members of the bargaining unit who will be required to participate in dispensing medications will be those whose positions are listed in the applicable Board Policy (5330). Any changes in this Board of Education Policy shall be discussed with C.L.A.S.S.

9.10 Health and Safety Equipment and Materials

The Employer shall provide without cost to the Employee:

- A. Approved first-aid kits in all work areas.
- B. Adequate and approved safety equipment including, but not limited to: goggles, shields, barriers, hardhats, and auditory protection devices.

All equipment used by the Employee shall be maintained by the Employer in proper working order adequate to perform the task.

All school buses shall be equipped with either two-way radios or telephones maintained in proper working order.

One (1) cellular phone will be provided for each building. Cellular phones are to be used only in emergency situations.

9.11 Unsafe or Hazardous Working Conditions

Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

If the Employee becomes aware of a potentially unsafe or hazardous condition, the Employee shall report this situation to his/her immediate appropriate administrator, who shall promptly investigate.

9.12 Restrooms and Lounges

The Employer shall make available in each school adequate lunchroom and lavatory facilities for Bargaining Unit Members' use. There shall be adequate outdoor lighting in areas which Bargaining Unit Members frequent at night.

ARTICLE X

SENIORITY

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

System seniority shall begin to accrue from the first day worked in a bargaining unit position.

Classification seniority shall be defined as the length of service within a job classification.

Length of continuous service shall not be interrupted or affected by Board authorized unpaid leaves of absence. However, an employee will not accrue seniority while on such leave.

A tie in seniority shall be broken by the following method to determine the most senior employee:

- a) Employee with the earliest date of employment (date of hire); then,
- b) By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative at the time the tie is noted.

For layoff purposes only, employees having completed his/her probationary period shall have greater seniority than probationary employees.

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

Seniority lists shall be posted annually, by October 15 of each work year. Said lists shall be provided to the Association President on or before the date of posting.

The names of employees on the System Seniority list shall appear in seniority rank order with the name of the most senior employee appearing at the top of the list and the name of the least senior employee appearing at the bottom of the listing. A second Classification Seniority list will provide a similar ranking for each individual classification.

Each employee shall have a period of thirty (30) calendar days after posting of the seniority lists in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority.

The Superintendent shall investigate all reported inaccuracies and make such adjustment as may be in order and post the updated lists expeditiously. No protests shall be considered after thirty (30) days of the posting of the seniority lists and the lists shall be considered as final until the next posting.

ARTICLE XI

REDUCTION IN FORCE

Once positions are determined for the following school year, a meeting of employees in each classification that positions are determined to have significant changes in hours, duties or a reduction in positions will be held. Notification of the meeting(s) will be provided to the Association President and the affected employees no less than 10 days prior to the meeting. This process will supersede the process outlined in Article XI, 11.3 Notification of Lay off and Article XII, Section 12.1 Transfers and Section 12.3 Posting of Vacancies. If a bargaining unit member is without a job once all positions have been filled, the process outlined Article XI, Reduction in Force will be followed.

At the meeting, bargaining unit members will have the opportunity to apply for position(s) within their classification based on the factors outlined under Section 12.3 Vacancies. (For individual aide/paraprofessional positions, Section 11.4 will apply. Additionally, if there are specific qualifications or training needed for a particular position, those qualifications or training must be obtained before a bargaining unit member may apply for the position). After the meeting, interviews may be conducted by school administrators and/or a designee to consider qualifications, the ability to perform the work and the efficient operation of the district. Within 15 working days of the meeting, notification of job assignment will be sent to each affected bargaining unit member via email.

When it becomes necessary to reduce the number of employees in the bargaining unit the following conditions will prevail:

A reasonable reduction may be made when a position(s) has been abolished;

When there is lack of work, or when there is lack of funds.

The Employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within classifications.

11.1 Implementation

In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

Probationary employees in the affected job classification shall be laid off first.

All employees in the affected job classification shall be laid off in reverse classification seniority order (least senior employee is the first to be laid off in accordance with contract.)

11.2 Displacement

Any employee affected by such a reduction, whether directly or indirectly, shall be granted displacement rights which shall be on the basis of seniority as set forth below. Any employee affected by such a reduction, may displace a less senior employee in the following order:

- a. Within the same classification; then
- b. Within the classification the employee held immediately prior to holding the classification from which the employee held, provided the employee has maintained the necessary qualifications for the position.

1. Qualifications are those defined by job descriptions.
2. Affected employees who displace employees in other than their current classification shall be given credit for prior years worked for salary purposes for the new position based upon classification seniority in the “second” classification, i.e. the number of years previously served in that classification times the longevity increment plus the starting rate in Article XVI, Section 16.1.

An employee affected by a reduction in force shall displace the least senior employee in the affected classification with the same or greater number of hours. However, if the displaced employee does not have the necessary qualifications for the position that the least senior employee holds, he/she will displace the next least senior employee in the affected classification with the same or greater number of hours.

If no one within the affected employee’s current classification has the same or greater number of hours, the employee will be laid off and placed on the recall list unless they choose to displace the least senior employee within their classification with the most hours or determine to exercise displacement rights in a classification the employee held immediately before their current classification. In this instance, the affected employee must displace the employee in the second classification that is the least senior with the same or greater hours. If no one within the affected employee’s second classification has the same or greater hours, the employee will be laid off and placed on the recall list unless they choose to displace the least senior employee within their second classification with the most hours.

Employees who are displaced as a result of the exercise of displacement rights by affected employees will likewise proceed to exercise displacement rights in accordance with the above procedure. Displacement shall only be downward within a classification. Health insurance benefits and eligibility will be determined according to Article XV based on the hours scheduled to be worked in any position assumed as a result of displacement.

11.3 Notification of Lay Off

No less than ten (10) days prior to Board action to lay off employees, the Superintendent shall prepare and provide to all affected bargaining unit members, a list containing the names and seniority dates by job classification, which also indicates the employees who are proposed to be affected by the reduction in force. A copy will also be provided to the Association President. Within five (5) days of such notification, job classification meetings shall be held with all the affected and potentially affected employees in order to complete the actual displacement list in accordance with the process set forth above. Each employee ultimately determined to be laid off shall thereafter be given written notice of the Board action prior to the effective date of the layoff.

11.4 C.L.A.S.S. Individual Aide/Paraprofessionals

C.L.A.S.S. Individual Aide/Paraprofessional positions may be immediately reduced by the Board when a disabled student or students to whom a C.L.A.S.S. Individual Aide/Paraprofessional is assigned, cease to attend in the District, graduate, are deemed no longer in need of C.L.A.S.S. Individual Aide/Paraprofessional assistance per the IEP team, or are otherwise unavailable to access such services. The layoff provisions set forth above are further modified and expressly superseded with respect to the position of C.L.A.S.S. Individual Aide/Paraprofessional to the

extent that if a displaced Aide/Paraprofessional applies to displace the least senior C.L.A.S.S. Individual Aide/Paraprofessional, the displacement will occur unless the Administration, after consultation with the displaced employee and the Association President, determines to prevent such displacement in the best interests of the disabled student(s) affected based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans. In the circumstance wherein displacement is prevented based on the best interests of the disabled child, the displaced employee may displace the next Aide/Paraprofessional on the seniority list, subject to the considerations discussed above. Such determinations by the Administration will not be arbitrary or capricious.

11.5 Limitations

No new hire shall be employed in a bargaining unit position until all eligible laid-off employees have been offered such position.

No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

11.6 Additional Layoff Rights

An employee on layoff status shall have the following rights:

COBRA will be offered under the law within the proper time-period.

The right to be notified by mail of all postings while on the recall list for bargaining unit positions as long as employee provides Board with his/her current address. Such notification shall also be placed on the Board's website.

The unchallenged right to unemployment compensation benefits.

11.7 Recall Rights

An employee shall have recall rights for 2 years from the date of layoff.

Vacancies which occur in a job classification of laid off employees shall be offered by certified mail and accepted or declined in writing by the employee standing highest (most senior) on the layoff list before the next person on the list may be considered. Such job offer will contain at least the number of hours the laid off employee worked at the time of the lay off. If not, then the employee may decline such offer of reinstatement without jeopardizing the continuation of unemployment benefits or future recall rights. If an employee on the layoff refuses a recall to his/her former classification with the same or greater number of hours he/she was actively employed with prior to the layoff, the employee will be considered to have voluntarily resigned.

To be eligible for an offer of reinstatement, bargaining unit members must keep the Board informed of his/her current address and telephone number. Offers of reemployment shall be made by certified United States Mail, return receipt requested. Rejection of an offer of reinstatement, failure to accept such an offer within two (2) weeks of its receipt, or the return of the offer by the postal department because of an incorrect address, or the failure of the bargaining unit member to pick up such notice within three weeks of mailing, shall result in a waiver of all rights under this Article.

This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio state retirement system, or voluntarily resigned.

ARTICLE XII

TRANSFERS, VACANCIES AND POSTING OF VACANCIES

12.1 Transfers

A transfer shall be defined as an employee moving from one position to another in the same job classification.

A transfer request for an open position within a classification shall be awarded to the most qualified applicant requesting a transfer within the classification.

Voluntary and involuntary transfer determinations shall not be made for arbitrary or capricious reasons.

12.2 Vacancies

A job vacancy occurs when the Board elects to fill (i.e., staff beyond 30 calendar days) a job left vacant by resignation, death, discharge, or when the Board creates a new job or permanently increases the number of hours (to be worked) by more than one half hour (one quarter hour for bus drivers) in a present job or transfers a job to another building.

Vacancies will be posted internally first. Once all vacancies have been filled through transfer of employees within the same classification, an open position will be offered to employees on the recall list within that classification. If a position still remains to be filled, the position may be posted externally which includes interested persons in the bargaining unit employed in other classifications along with persons not currently employed.

If a vacancy is not filled by a transfer or recall from the RIF list, written bids from persons not in the same classification as the vacancy must be submitted to the Superintendent or his/her designee within five (5) days of external posting.

The following factors shall be considered in evaluating the bid and filling the vacancy:

- a) seniority;
- b) qualifications;
- c) the ability to perform the work; and
- d) the efficient operation of the District.

The order of these factors is not intended to place one before the other. Seniority and qualifications shall be the controlling factors in filling vacancies when considering employees within the same classification.

The consideration of qualifications, the ability to perform the work, and the efficient operation of the District shall be vested exclusively with the Superintendent or his/her designee. The determination shall be subject to the grievance procedure.

If no Bargaining Unit Member applies within the same classification, the position may be awarded to a person not currently employed. Bargaining Unit Members that bid on a position from another classification will be interviewed for the vacant position outside of their classification along with any applicants from persons not currently employed.

The awarding and filling of the job vacancy shall occur within fifteen (15) working days of the closing of the bids, unless a reason for the delay in filling the vacancy is provided to the President of the Association.

Any Bargaining Unit Member who successfully bids into a new position shall have thirty (30) calendar days during which time he/she may return to his/her previous position at his/her discretion. During the thirty (30) calendar day period, the District may fill a vacancy caused by such successful bid with a substitute. A Bargaining Unit Member returning to a previous position will maintain his/her previous contract status and seniority. The employee will be placed on a probationary contract for the new position in accordance with Section 9.6. During the probationary period, the employee may be returned to his/her previous position at the discretion of the District. An employee returned to a previous position will maintain his/her previous contract status and seniority. Upon successful completion of the probationary period, the employee will be issued a continuing contract for the new position.

12.3 Posting of Vacancies

Such announcement shall be posted on an appropriate bulletin board in each work location in the district for five (5) days, and a copy of said announcement shall be sent to the President of the Association. Copy of said announcement shall be sent to all support staff by email, if the employee provides an email address to the Superintendent's office, or regular U.S. Mail, during the summer months.

ARTICLE XIII

LEAVES

13.1 Sick Leave

Each employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1 ¼) days per month and at a maximum of fifteen (15) days per year.

Any employee transferring to the employ of the Board shall be credited with the unused balanced of his/her accumulated sick leave up to the maximum of three hundred (300) days upon verification of such accumulation from the proper public agency pursuant to the Ohio Revised Code.

An employee may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum leave accumulated by the employee.

Immediate family shall include spouse, children, parents, siblings, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, or legal guardians.

The basis for computing a day's pay shall be the employee's current rate of pay for regular working hours.

Should an employee have less than five (5) days of accumulated sick leave available at the beginning of a school year and have a sick leave absence in excess of the available accumulation, such employee will be advanced the difference between his/her accumulated sick leave and five (5) days. Any sick leave days so advanced will be charged against the unit member's subsequently accumulated sick leave or deducted from the member's final check if the member is no longer with the District and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action for any unauthorized absence without approved leave.

Accumulation of sick leave shall be limited to 300 days of contracted work hours. A day for a short-hour employee shall be the regular number of hours contracted to work on any calendar day.

Sick leave will be accumulated in hours equivalent to contracted days. Example: Custodian contracted for 8 hours per day would accumulate 10 hours per month.

Sick leave accumulation for employee's hours that are not the same from day to day will be calculated on the average number of regularly contracted hours per week. (i.e., employee works 3 days for 6 hours and 2 days for 3 ½ hours would work an average of 25 hours per week and would accumulate sick leave based on a 5 hour day.) When utilizing sick leave, the employee's leave would be reduced in accordance with the number of hours he/she would normally work on the day the leave is taken.

13.2 Verification of Sick Leave

An employee requesting use of sick leave shall complete required documentation to justify the use of sick leave.

For absence due to a major illness, including exposure to contagious disease, serious personal injury, or hospitalization for other than diagnostic tests, the employee will furnish a physician's certification of fitness to return to work upon return from such absence. If the employee is absent more than five (5) consecutive work days, a physician's note justifying the absence is required for the employee to be paid for days absent. This physician's note is to be turned in with employee's time sheet(s) containing more than five (5) consecutive work day absence.

The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board as grounds for suspension or dismissal.

13.3 Personal Leave

1. Bargaining unit members shall be granted three (3) non-cumulative days of personal leave annually without loss of pay. One of these days may be attached to a holiday or school break/recess if necessary. Except in cases of urgent necessity, application for such leave shall be submitted for approval in writing to the building principal at least three (3) days prior to the beginning of such leave. All personal leave must be pre-approved by the Superintendent.
2. Personal leave accumulation for employee's hours that are not the same from day to day will be calculated on the average number of regularly contracted hours per week. (i.e., employee works 3 days for 6 hours and 2 days for 3 ½ hours would work an average of 25 hours per week and would accumulate personal leave based on a 5 hour day.) When utilizing personal leave, the employee's leave would be reduced in accordance with the number of hours he/she would normally work on the day the leave is taken.
3. Additional days of personal leave may be granted at the discretion of the Superintendent in the case of an emergency (e.g., catastrophic illness). The bargaining unit member shall be required to notify the Superintendent as to the nature of the emergency in order to be considered for additional days. All information pertaining to such emergency situations shall remain confidential. Nothing herein shall be considered to create an expectation that additional personal or unpaid leave will be granted to any bargaining unit member nor is the Board in any way limited in taking appropriate disciplinary action for any unauthorized absence without approved leave.
4. Personal leave shall be granted to conduct personal or business affairs that cannot be taken care of outside the regular school day. Personal leave shall not be authorized for participating in gainful employment.
5. Personal leave shall not be used in lieu of sick leave unless and until the unit member has exhausted his/her accumulated sick leave and any advance of sick leave made pursuant to Article XIII, Section 13.1. Personal leave days shall not be deducted from the employee's sick leave.
6. All unused personal leave days shall be converted to sick leave at the end of the school year.
7. Fraudulent use of personal leave shall result in disciplinary action up to and including termination.

13.4 Parental Leave

An employee who becomes the parent of a newborn or an adopted child, or the parent of a minor child who develops a severe health problem, shall have the right to an unpaid leave of absence

for a period not to exceed two (2) years from the date of the birth, adoption, or the date of the beginning of the severe health problem.

Application for Parental Leave

Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of a medical emergency or early delivery or adoption the thirty (30)-day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

Time of Leave

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

Rights While on Leave

COBRA will be offered under the law within the proper time-period.

Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position and rate of pay as held prior to the leave unless the leave extends beyond one (1) calendar year. For leave extending beyond one (1) year, reinstatement shall be to the same or similar position. A person hired as a replacement for the person on leave shall be laid off when the employee returns from the parental leave and shall have no rights under the reduction in force provision.

13.5 Family Medical Leave Act Leave (FMLA)

The Board shall provide Family and Medical Leave in accordance with federal law and its implementing regulations. Each eligible employee is entitled to up to 12 weeks of FMLA leave in any 12-month period. The employee must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under federal law. The 12-month period is measured forward from the date an employee's first FMLA leave begins. A staff member must have worked at least twelve (12) months total and must have worked at least 1250 hours during the previous twelve (12) month period preceding the commencement of the leave in order to be eligible for the leave. FMLA leave will be approved for the following reasons:

1. The birth of a child , and to care for the newborn child within one year of the child's birth;
2. The placement of a child with the Employee by way of adoption or foster care, and to care for the adopted child or foster child within one year of the child's arrival;
3. The Employee is needed to care for an immediate family member (son, daughter, spouse or parent) with a serious health condition; or
4. The Employee's own serious health condition prevents him/her from performing the functions of his/her job.

Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

If the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child. A staff member has the right, however, to take intermittent or reduced-leave schedule (half-days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

The Superintendent may require the staff member to transfer temporarily to an alternative position at the same compensation when the intermittent or reduced schedule leave is foreseeable and the transfer better accommodates recurring period of leave, if the leave periods exceed twenty percent (20%) of the total number of workdays encompassing the period of anticipated leave.

Whenever the leave is necessitated by the serious health condition of the staff member or his/her family member, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent with thirty (30) day's notice. If there is insufficient time to provide such notice because of the need for treatment, the staff member shall provide such notice as early as practicable. The staff member shall make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operation of the District.

Nothing in this section shall nullify any other benefits or leaves due an employee under the terms of this contract. Any paid leave available to a staff member must first be used to satisfy the twelve (12) work weeks of FMLA leave. Paid personal or sick leave can be used only for an appropriate personal/sick leave purpose.

Paid leave can satisfy part or all of the twelve (12) work weeks of FMLA leave. Any additional weeks of leave necessary to obtain the twelve (12) work weeks of FMLA leave shall be taken without compensation.

In the case of a health condition of a family member, the Superintendent is directed to obtain medical certification from the physician of the staff member or his/her family member, including:

- a) the date the serious health condition began;
- b) the probable duration;
- c) appropriate medical facts regarding the condition;
- d) a statement that the staff member is needed to care for the family member;
- e) an estimate of the amount of time needed for such care.

In the event of the staff member's own health condition, a statement from his/her physician will be required which states that the staff member is unable to perform the functions of his/her position.

The Board reserves the right to obtain, at its expense, the opinion of a second health provider and, in the event of conflict, the opinion of a third health provider whose decision shall be binding and final.

Upon returning to work, the staff member shall provide the District with a statement from his/her physician that s/he is able to assume full-time responsibilities for his/her position.

At the end of any leave described in this policy, the Board shall restore the staff member to his/her former position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

During FMLA leave, the Board shall maintain the staff member's current coverage under the District's health insurance program. Employees required to pay a portion of their insurance premium must pay that portion during their leave.

The staff member shall not accrue any sick leave, vacation, or other benefits during the leave period, except as may be provided in any negotiated agreement.

13.6 Assault Leave

An assault is an injury (physical or mental – doctor's certificate required) inflicted upon an employee as a result of performing work-related duties.

An employee who suffers illness or injury that is caused by a job-related assault, be it on or off the Employer's premises, shall be granted leave for up to 40 days in accordance with Ohio Revised Code 3319.143.

Such leave shall be with full pay and fringe-benefits, less any Worker's Compensation he or she receives, and shall not be charged against sick or personal leave.

Such leave shall commence on the first day of absence and continues until the employee returns to work.

The employee must file a written statement with the Superintendent indicating the nature of the injury, the date of the occurrence, the identity, if known, of the individual(s) causing the assault, and the facts surrounding the assault. In addition, the employee agrees to file charges against the person(s) perpetuating the attack. An employee receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker.

If medical attention is required, the employee, upon request, shall supply a certificate from their physician stating the nature of the disability and its anticipated duration.

13.7 Association Leave

The Association will be granted unpaid leave for representatives to attend Association meetings (i.e., National, State, District, etc.).

The Board will pay the expense of the substitutes. The Association will be responsible for the expense of their representatives at such meetings.

The number of persons granted leave shall be three (3). The number of days leave permitted each person shall be limited to two and one-half (2.5).

The Association President will notify the Superintendent at least five (5) work days in advance of the individual(s) who have been selected to attend such meetings.

13.8 Authorized Leave of Absence

Leaves of absence may be authorized only by the Board of Education upon recommendation of the Superintendent of Schools and only as approved by these rules and regulations within the provision of this Agreement and the Ohio Revised Code governing such leaves.

An employee's contract will be considered terminated if s/he does not report for duty following expiration of his/her leave of absence or failure to comply with the provisions of his/her leave.

COBRA will be offered under the law within the proper time-period.

13.9 Hearing/Jury Duty

Should an employee be called for jury duty or a hearing, she/he shall report same to the building principal or Superintendent. Employees called for jury duty or any hearing shall be permitted to serve and will not be penalized in any way for doing so.

While on said duty, employees are required to report daily their schedule for the following day and must report to work when excused for a day or more or suffer loss pay.

The time spent on said duty will not be charged against personal leave and will count as time on the job.

Employees must submit to their supervisor a record from the county of the number of days served.

13.10 Witness Fee

Any witness fee or other compensation received by a Bargaining Unit Member being summoned to jury duty or as a witness will be retained by the Bargaining Unit member.

An employee who is a witness shall not be charged for personal leave and the time will count as time on the job. Time spent as a litigant shall be charged as personal time.

13.11 Professional Leave

Each employee may be granted paid professional leave for workshops or job related activities, as approved by the Superintendent. For form, see Appendix E.

The Board shall pay, upon proper documentation, the Bargaining Unit Member's registration, transportation (or mileage), and lodging (in accordance with board policy) associated with such approved leave within two weeks of the presentation of proper documentation. Payment for lodging shall be limited to the maximum established by the Board. For employee expenses that total less than \$25, payment will be made twice per year (By December 15th and by June 30th). Expenses in excess of \$25 will be paid as submitted.

The board will provide an opportunity to get a BCI/FBI check one day each year. Bargaining unit members who need the BCI/FBI check for continued employment may schedule their check on that day at no cost to the employee.

13.12 Other Leaves

Employees may be granted leave without pay at the sole discretion of the School District for any reason for a period not to exceed one (1) year. If an employee is covered under insurance, COBRA rights will be offered under the law within the proper time period.

13.13 Return from Leave - Benefits

Any benefits, except insurance unless eligible under the current negotiated agreement, to which an employee was entitled at the time his/her leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to him/her upon his/her return as fully as if he/she had never taken said leave and he/she shall be assigned to the same or a similar

classification which he/she held at the time said leave commenced. A person hired as a leave replacement shall be laid-off and shall have no rights under the RIF provision.

13.14 Unauthorized Absence

Any employee who is absent for other than an approved reason from his/her regularly scheduled job/assignment shall be considered to be in violation of his/her contract of employment with the School District and shall be subject to disciplinary action, up to and including termination. If the employee has medical coverage, s/he will be charged \$25.00 for each day of unauthorized absence. This amount will be deducted from his/her paycheck.

13.15 Unpaid Leave of Absence for Illness or Disability

An employee who is unable to perform his or her duties because of personal illness or disability shall be granted an unpaid leave of absence for the duration of the illness or disability, subject to the following conditions:

The employee may, at his or her option, use any or all accumulated sick leave days prior to requesting an unpaid leave of absence.

The employee must submit a written request to the School District prior to the effective date of said leave.

The request shall state the date the leave is to begin, which must be supported by a certified statement from the employee's personal physician.

The leave of absence shall last only as long as the employee is actually disabled or sick, as certified by the employee's personal physician, but the leave of absence shall not, in any event, exceed one (1) year.

Upon returning to service with the School District, the employee shall be returned to the same classification which he or she occupied prior to the leave. If that position no longer exists, the employee shall be given another similar position for which he or she is properly qualified.

Upon reasonable request, an employee will be required to submit proof to the School District of the continuing nature of the illness or disability.

The School District may require a doctor's certification of the employee's physical fitness to return to work prior to reinstatement.

Once the unpaid leave of absence begins, COBRA will be offered under the law within the proper time period if the employee was covered under insurance.

1. An employee, however, granted a leave for medical disability will retain his/her medical benefits, if covered under insurance, consistent with the FMLA, if eligible.
2. However, the School District retains the right to request a doctor chosen by the Board to examine said employee before a medical disability is granted.
3. All costs for an examination by the doctor will be paid by the School District.

An employee hired as a leave replacement shall be laid off and shall have no rights under the RIF provisions.

ARTICLE XIV

VACATIONS AND HOLIDAYS

14.1 Vacations

Each bargaining unit employee scheduled to work two hundred and sixty (260) days or more per year shall be entitled to an annual vacation, with pay, based on length of service in the District.

The Board reserves the right to specify the conditions under which vacation time may be taken. Superintendent will discuss reasons for denial of use with staff member at the staff member's request.

Application for vacation leave shall be made in writing to the appropriate administrator at least ten (10) work days prior to the beginning of such leave.

Appropriate administrator will respond to vacation leave requests within five (5) work days. In the summer months or when school is not in session, every attempt shall be made to grant requested vacation with a 24-hour notice.

Employees will be credited vacation time in his/her initial month of hire prorated based on the number of days worked. Vacation time may be accounted for in terms of hours rather than days. Hours will be accumulated based on the number of regularly contracted hours for each employee.

Employees with One (1) Year of Service but Less than Two (2) Years of Service

Employees with one (1) year but less than two (2) years of service in the District shall be entitled to an annual vacation, exclusive of legal holidays, of ten (10) days per twelve (12) month work year, accrued at .833 days per month. Employees must work one full calendar year to be eligible for use or payment of accrued vacation time.

Employees with Two (2) Years but less than Six (6) Years of Service

Employees with two (2) years but less than six (6) years of service in the District shall be entitled to an annual vacation, exclusive of legal holidays, of ten (10) days per twelve (12) month work year, accrued at .833 days per month.

Employees with Six (6) Years but Less than Sixteen (16) Years of Service.

Employees with six (6) years but less than sixteen (16) years of service in the district shall be entitled to an annual vacation, exclusive of legal holidays, of fifteen (15) days per twelve (12) month work year, accrued at 1.25 days per month.

Employees with Sixteen (16) or More Years of Service

Employees who have completed sixteen (16) or more years of service in the District shall be entitled to an annual vacation, exclusive of legal holidays of twenty (20) days per twelve (12) month work year, accrued at 1.666 days per month.

Payment in lieu of vacation will be paid at the employee's current rate of pay, at a maximum of 10 days per school year. The employee must notify the Treasurer in writing no later than May 31 if he/she is going to request payment in lieu of vacation.

Bargaining Unit Members' accumulation of accrued vacation time may not exceed two (2) years worth of vacation time. At the time of termination or retirement, Bargaining Unit Members will be paid for all unused accumulated vacation time.

14.2 Holidays

The Board of Education will observe those days declared by statute to be holidays and any such other days enumerated in this agreement.

Employees shall receive the following paid holidays: Labor Day, Thanksgiving, Christmas, New Year's, President's Day, Martin Luther King Day, Good Friday, Memorial Day, and Independence Day, provided that the employee works the day before and the day after the holiday. If the employee was excused from working either or both of these days, the employee shall be paid for the holiday.

The Superintendent may require an employee to work on a holiday when, in his/her opinion, failure to do so would impair public safety or result in damage to the property of the Board. Employees required to work a holiday will be paid for the work performed in addition to pay for the holiday.

Holiday pay for employee's hours that are not the same from day to day will be calculated on the average number of regularly contract hours per week. (i.e., employee works 3 days for 6 hours and 2 days for 3 ½ hours would work an average of 25 hours per week and would be paid 5 hours for a holiday.)

ARTICLE XV

GROUP HEALTH AND LIFE INSURANCE

ELIGIBILITY

Employees working less than an average of 30 hours per week are not eligible for the District's health insurance coverage.

The Board shall offer health insurance coverage for employees regularly working an average of 30 or more hours per week in accordance with the Affordable Care Act.

For the purposes of eligibility, bus drivers who are contracted for at least 20 hours per week and are routinely available for field trips are considered to have met the average of 30 or more hours per week requirement.

The Board will pay (its proportionate cost of) the premium for one (1) family or two (2) single comprehensive major medical, prescription, vision and dental health plan for any married couple who are both eligible for insurance coverage when both are employees of this Board.

DEPENDENT COVERAGE

Eligible dependents of bargaining unit members are covered as required by law (including the "birthday rule").

Eligible dependents covered to age 19 years or 23 years if dependent upon bargaining unit member for support and regular one-half time or more student. Dependents that are eligible under state or federal law that fall outside of these criteria may be covered under the plan with the bargaining unit member paying the full cost of such coverage as allowed by law.

SPOUSE EXCLUSION

Spouses are not eligible for coverage under a bargaining unit member's insurance except as follows:

Bargaining unit members who were covered under insurance before July 1, 2013 and their spouses were covered will continue to be insured under these restrictions. Dependent spouses must first utilize their employer's/retirement benefit plans if coverage is available to them at any cost. A spouse must elect coverage through his/her employment/retirement as follows:

If the spouse of a Plan Participant is employed by an employer or retired under a system that provides, or will provide upon proper application and contribution, employee benefits (health care, prescription drugs) for either single or family coverage, said spouse must apply for and accept such coverage. The spouse must apply for the appropriate level of coverage, single or family, if the family has dependent children. Failure to obtain such coverage shall result in the Board providing only secondary coverage for the eligible spouse and/or dependent children. Processing rules for dependent children shall follow normal COB provisions. If a spouse's plan does not have prescription drug coverage, upon verification from the spouse's employer, the employee may enroll in family coverage, however, such coverage will be secondary for the spouse and dependent children if applicable under COB provisions (the employee will make contributions in accordance with this contract).

If a plan is available and the employee's spouse and/or dependent children are not enrolled in it, the employee must pay an additional two hundred fifty dollars (\$250) each month that he/she is not enrolled. The employee must provide proof from the spouse's employer/retirement provider

that they are enrolled. If coverage is not available, the employee must provide a statement from the spouse's employer/retirement provider stating that coverage is not available. An employee who does not provide proof of coverage or a statement that coverage is not available will be charged the additional two hundred fifty dollars (\$250) per month until the documentation is received. The deduction will be stopped in the month that the documentation is received and no refund will be given for prior deductions. However, employees who had spouses and/or dependent children enrolled if a plan was available prior to August 1st, 2015 and maintain coverage without interruption will maintain the additional one hundred and fifty (\$150) payment each month (this is in effect only through the remainder of the 2016-2019 contract period).

It is the responsibility of the employee to notify the Treasurer's office of any change in eligibility of a spouse or dependent children. Failure to provide timely notification may jeopardize coverage.

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

INSURANCE PLAN

The Board shall offer a plan that equals the 60% minimum value as defined by the Affordable Care Act to eligible employees (Currently the Portage Area School Consortium (PASC) "Minimum Essential Coverage Plan".)

Alternatively, eligible bargaining unit members may choose to be covered under the available traditional deductible plan offered by the Board (consistent with the plan available to C.E.A. members) through the Portage Area Schools Consortium (PASC) or the PASC HSA plan instead of the A.C.A. Plan.

PREMIUM DECREMENT INITIATIVES

Bargaining unit members shall be required to participate in the following initiatives provided by the district's health care provider that provide premium credits to the district by December 31st of each year:

1. Annual participation in Biometric Screening
2. Completion of a Health Risk Assessment as required

If a bargaining unit member does not participate in these initiatives, they will be charged a \$50 per month contribution surcharge until such time that all initiatives are completed.

Effective September 1, 2016, all employees must be Tobacco Free. Employees must complete paperwork and/or testing as required by PASC in order to qualify for the decrement.

Employees who are not Tobacco Free, or who do not complete the necessary paperwork or testing, shall contribute an additional 10% towards their monthly premiums for all lines of coverage until such time

they are Tobacco Free or complete the paperwork or testing (there will be no refund for prior contributions for lack of completion).

CONTRIBUTIONS

Bargaining unit members working an average of 30 hours per week, but less than 40 hours per week, shall contribute 16% of the monthly premium based on their level of coverage and insurance plan. Employees who are regularly contracted for 40 hours per week shall contribute 11% of the monthly premium based on their level of coverage and insurance plan. Any increases in contributions will become effective the first pay date in July or January so long as the premium information is available, adjustments will be made, if needed, so that the amount deducted from July to June equals the required percentage of the premium.

OPTING OUT

An employee can elect to opt out of all coverage, Prescription, Dental or Vision. (An employee cannot elect Prescription coverage without Hospitalization, but can elect Hospitalization without Prescription.)

Any employee eligible for health insurance paid for by the Board of Education who elects not to enroll and/or participate in the hospitalization and prescription program will be paid a cash bonus of \$500.00 per year. Each employee electing the cash bonus plan must declare his/her intent not to participate and remain off the plan for one full year from September 1 through August 31. The cash payment will be made with the second payroll in September each year for the prior year. To be eligible for payment, the employee must provide proof of coverage elsewhere. (This payment does not apply to spouses who work within the District).

If an eligible employee elects to opt out one year, he/she may rejoin the group insurance coverage in accordance with open enrollment provisions in the employee benefit plan. Advanced written notice must be provided to the Treasurer. Also, any eligible employee who elects to opt out but later loses coverage under another plan will be eligible to apply for enrollment in the district's insurance plans in accordance with the special enrollment provisions in the employee benefit plan (the cash bonus will not be paid).

In the event that the law imposes a penalty that adversely effects the district resulting in no significant savings, the CLASS and the Board agree to open the contract to address Article XV Group Health and Life Insurance Opting out section.

CHANGE IN CARRIER

The Board shall have the right to change carriers during the term of this Agreement so long as the coverage is at least equal to or greater than provided for by the predecessor carrier.

15.1 Comprehensive Major Medical

Coverage as outlined in the Schedule of Benefits.

15.2 Prescription Drug Insurance

The Board will maintain a prescription drug plan including oral contraceptives with copays as outlined in the Schedule of Benefits. The copays do not accumulate towards maximum out-of-pocket limits or deductibles under the hospitalization coverage.

15.3 Dental

The Board shall provide all eligible employees with single or family dental coverage. The employee shall have the option of selecting single or family coverage. Coverage is outlined in the Schedule of Benefits.

15.4 Optical Insurance

The Board shall provide all eligible employees with single or family optical insurance coverage. The employee shall have the option of selecting single or family coverage. Coverage is outlined in the Schedule of Benefits.

15.5 Life Insurance

The Board shall provide life insurance with a thirty thousand (\$30,000) term life insurance policy with a double indemnity for A.D. & D. Subject to the provisions of the Board's group life insurance policy (employees that exceed age limitations may be subject to benefit reduction).

ARTICLE XVI
COMPENSATION

16.1 Compensation

Starting rates for each classification are as listed below:

	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
Aide/Paraprofessional	\$9.50	\$9.60	\$9.70
Building Manager	\$11.25	\$11.35	\$11.45
Bus Driver	\$13.00	\$13.10	\$13.20
Cook/Cashier	\$9.50	\$9.60	\$9.70
Crossing Guard	\$9.50	\$9.60	\$9.70
Custodian	\$9.50	\$9.60	\$9.70
Secretary	\$10.00	\$10.10	\$10.20

Bargaining Unit Members who work at least 120 days in the prior contract year, on July 1st of the 2015-16 contract year, will receive an increase of \$.25 (twenty-five cents) per hour or the starting rate for their classification, whichever is greater for the 2016-17 school year.

In the 1st year of the contract, bargaining unit members with the respective years will receive the following increase:

- \$.25 per hour for 1-5 years of continuous bargaining unit service in the District.
- \$.65 per hour for 6-14 years of continuous bargaining unit service in the District.
- \$.90 per hour for 15 years or more of continuous bargaining unit service in the District.

Additionally, Bargaining Unit Members will receive in the second and third year of the contract increases of :

- \$.10 per hour for 1-5 years of continuous bargaining unit service in the District
- \$.15 per hour for 6-10 years of continuous bargaining unit service in the District
- \$.20 per hour for 11-15 years of continuous bargaining unit service in the District
- \$.25 per hour for 16 or more years of continuous bargaining unit service in the District

(The number of years will be determined as of July 1st of each year of the contract based on the first day of bargaining unit work in the District.)

Paydays shall be every other Friday except (a) when they fall on paid holidays in which case they shall be the preceding work day (except on January 1st which shall be the following work day) and (b) when necessary to correct the pay cycle.

Employees holding two positions concurrently shall be paid the appropriate position rate per hour worked in each position.

When an employee uses leave time (i.e., sick, personal, vacation leave) or receives holiday pay, he/she will be deducted/paid for the number of hours contracted for the position. An employee cannot use or be paid for more hours in a day than the number of contracted hours for that position when taking leaves. Also, an employee who earns vacation time for one position cannot use that time for a position that is not eligible for vacation time.

Hourly rates shall be effective July 1 through June 30.

16.2 Severance Pay

A. Employees scheduled to work twenty (20) hours or more per week:

The Board of Education shall grant severance retirement pay to those regular employees who have at least fifteen (15) years of regular service and are scheduled to work twenty (20) hours or more per week with the Board prior to their retirement, or upon the Bargaining Unit Member's death after fifteen (15) years of service. Severance retirement pay shall be determined by multiplying the employee's regular daily rate of pay at his/her retirement by the total days of accumulated unused sick leave. This amount, subject to the limitations set forth below, shall be paid in a lump sum.

The maximum payment which may be made under this agreement may be one-fourth (1/4) of all accumulated sick leave, but in no case to exceed a maximum of thirty (30) contracted days' worth of hours, except as provided below:

If the employee has fifteen (15) years regular experience in the District, s/he may be eligible for increased severance pay according to the following schedule:

15-20 years (regular service in public education) one fourth (1/4) accumulated sick leave up to a maximum of forty (40) contracted days' worth of hours of severance pay.

21-25 years (regular service in public education) one fourth (1/4) accumulated sick leave up to a maximum of forty-five (45) contracted days' worth of hours of severance pay.

26-27 years (regular service in public education) one fourth (1/4) accumulated sick leave up to a maximum of fifty (50) contracted days' worth of hours of severance pay.

28-29 years (regular service in public education) one-fourth (1/4) accumulated sick leave up to a maximum of sixty (60) contracted days' worth of hours of severance pay.

30+ years (regular service in public education) one-fourth (1/4) accumulated sick leave up to a maximum of sixty-five (65) contracted days' worth of hours of severance pay.

An employee who, upon retirement, has used fewer than 4 days of sick and/or personal leave in their last complete school year (or full calendar year for those retiring before the end of a school year) shall be entitled to an additional 10 days of severance pay provided that notification of retirement is received by the Board at least 4 months prior to the retirement date. Unpaid leave (dock days) reduce the number of days of sick/personal leave in this calculation. (i.e., if an employee takes 1 day unpaid leave, for any reason, they would have to use less than 3 days of sick and/or personal leave to qualify for this incentive.)

An employee who, upon retirement, has reached the maximum accumulation allowed under article XII (Leaves), 12.1 Sick Leave, shall be entitled to an additional 10 days of severance pay provided that notification of retirement is received by the Board at least 4 months prior to the retirement date.

An employee who retires through the SERS retirement system shall be paid an additional lump sum of \$3,000.00, provided that notification of retirement is received by the Board at least 4 months prior to the retirement date.

B. Employees scheduled to work less than twenty (20) hours per week or employees scheduled to work twenty (20) hours or more per week with at least 5 years, but less than 15 years regular service:

The Board of Education shall grant severance retirement pay to those regular employees who have at least five (5) years of regular service and are scheduled to work less than

twenty (20) hours per week or employees scheduled to work twenty (20) hours or more per week with at least 5 years, but less than 15 years regular service with the Board prior to their serviceretirement, or upon the Bargaining Unit Member's death after five (5) years of service. Severance retirement pay shall be determined by multiplying the employee's regular daily rate of pay at his/her retirement by the total days of accumulated unused sick leave. One-fourth (1/4) of this amount shall be paid in a lump sum.

The maximum payment which may be made under this agreement may be one-fourth (1/4) of all accumulated sick leave, but in no case to exceed a maximum of thirty (30) contracted days' worth of hours.

An employee who retires through the SERS retirement system shall be paid an additional lump sum of \$500.00 if they have completed 5 to 9.99 years of service with the District, \$1,000.00 if they have completed 10 to 14.99 years of service with the District or \$1,500 if they have completed 15 or more years of service with the District, provided that notification of retirement is received by the Board at least 4 months prior to the retirement date.

The rate of pay shall be the employee's regular hourly rate at the date of retirement. For an employee who held more than one job at retirement, severance shall be based on the regular hours and regular rate of each job.

Payment under this section shall be made only upon certification of approval of service retirement benefits by the School Employee's Retirement System and be effected within two (2) months of the last day of active service or upon the Bargaining Unit Member's death after 5 years of service or when an employee with twenty (20) or more years of service in the District leaves the employment of the District for any reason except discharge/termination. Employees who have previously retired under a state retirement system are ineligible for severance payment.

Payment of severance shall eliminate all accumulated sick leave upon payment for same.

16.3 Job Related Expenses

The Board of Education will provide for the payment of the actual and necessary expenses, including traveling expenses, of any employee of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the appropriate administrator.

The validity of payments for job-related expenses shall be determined by the Superintendent. The use of a personal vehicle shall be considered a legitimate job expense if:

Travel is among the schools to which the employee is assigned.

Travel is required to a local store to receive job-related materials.

Travel is authorized in advance by the appropriate administrator.

Travel for special emergency purposes is a recognized part of the employee's job responsibilities.

Whenever possible, School District vehicles shall be used instead of personal vehicles. No Bargaining Unit Member shall be required to use their personal vehicles for district use.

Actual and necessary expense incident to attendance at functions outside the District shall be reimbursable to the employee if:

Such events have as their purpose programs which will improve the operation of the District.

Such events have programs which will benefit the employee in the performance of assigned District duties.

Approval has been obtained in advance from the appropriate administrator.

Attendance at District approved events outside the District shall be without loss of regular pay unless otherwise stipulated prior to attendance.

The Treasurer shall prepare regulations for the reimbursement of travel expense(s) which shall include:

Each request shall detail the reasons for the expenditure and not be labeled in broad general terms.

Travel shall be by the most direct and economical route.

Reimbursement shall be made only upon the presentation of original receipts for all expenses submitted for reimbursement. No reimbursement shall be made unless original receipts are presented for all costs except mileage.

Mileage must be computed as actual miles driven at the rate currently approved by the Board for its employees. Mileage will only be paid to one driver to a given destination on a given date, unless specific approval is given in advance by the Superintendent.

Final reimbursement must be approved by the Superintendent.

For employee expenses that total less than \$25.00, payment shall be made twice per year (By December 15th and by June 30th). Expenses in excess of \$25 will be paid as submitted.

16.4 Automobile Expense

Whenever a Bargaining Unit Member is authorized to utilize his/her own vehicle in the performance of his/her official duties, he/she shall be compensated at the IRS rate for mileage. For employee expenses that total less than \$25.00, payment shall be made twice per year (By December 15th and by June 30th). Expenses in excess of \$25 will be paid as submitted.

16.5 Direct Deposit

All employees are required to utilize direct deposit for compensation.

ARTICLE XVII

S.E.R.S. PICKUP

For purposes of this section, total annual salary and salary per pay period of each employee shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary.

An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the School Employees Retirement System (S.E.R.S.) to be paid as an employee contribution by said member as a "pickup" of the S.E.R.S. employee contribution by said member otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employee's total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to S.E.R.S. shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employer contributions to S.E.R.S. based upon total annual salary, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary including the amount of the pickup.

The pickup shall be included in the employee's total annual salary for the purpose of computing daily rate of pay for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

The pickup shall apply to all payroll payments made after the effective date of this provision.

Should the Board's payment of deferred salary cause an individual Bargaining Unit Member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions.

ARTICLE XVIII

EFFECTS OF AGREEMENT

18.1 Severability

This Contract supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section 4117.10 (A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

18.2 Printing of Contract

The Association shall prepare the final draft of the Agreement, subject to final proofreading by the Superintendent.

No later than forty-five (45) days subsequent to the execution of this Agreement, copies of this Agreement shall be printed by the Board and distributed to all employees by the Association.

The cost of such printing shall be the obligation of the Board.

The Board shall furnish additional copies to the Association for its use at no charge, as needed.

18.3 Duration

The provisions contained within this Agreement shall be effective at 12:01 A.M. on July 1, 2016 and shall remain in full force and effect through midnight June 30, 2019.

The Board agrees to take such action as necessary to give full force and effect to the provisions of this Agreement, The provisions contained within this Agreement supersede and cancel any previous understandings or any duty of the Board to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the Board which are contrary. The Board shall make no change in wages, terms, and conditions, or compensable benefits without mutual agreement of the Association.

FOR THE ASSOCIATION

FOR THE BOARD

C.L.A.S.S. President

Superintendent

Team Member

Treasurer

Team Member

Board President

Team Member

Team Member

Team Member

Team Member

APPENDIX A-1

C.L.A.S.S. GRIEVANCE – STEP I

Grievance No. _____

NAME OF GRIEVANT _____

Date of Filing _____

Building _____ Assignment _____

Date of Event Giving Rise to Grievance _____

Section(s) of Agreement Allegedly Violated _____

(The Statement must address each of the specific provisions of the Agreement allegedly violated – statement of the nature of the alleged violation including all relevant facts)

Statement of Grievance: _____

Relief Sought: _____

Date

Signature of Grievant

Date

Signature of Principal/Superintendent

APPENDIX A-2

C.L.A.S.S. GRIEVANCE – STEP II

Grievance No. _____

Date Disposition Received at Step II _____

Reason for Appeal to Step II _____

Date

Signature of Grievant

APPENDIX C
COLUMBIANA EXEMPTED VILLAGE SCHOOL DISTRICT
ISSUE REPORT

Reporting staff member: _____ Date: _____

School: _____ Room: _____

Principal: _____

Concise statement of concern:

Solution Sought:

Signature of Reporting Staff Member

Principal's Response (within 72 hours)

Signature of the Principal

Date: _____

ARTICLE XVIII

EFFECTS OF AGREEMENT

18.1 Severability

This Contract supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section 4117.10 (A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

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The Board agrees to take such action as necessary to give full force and effect to the provisions of this Agreement, The provisions contained within this Agreement supersede and cancel any previous understandings or any duty of the Board to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the Board which are contrary. The Board shall make no change in wages, terms, and conditions, or compensable benefits without mutual agreement of the Association.

FOR THE ASSOCIATION



C.L.A.S.S. President



Team Member



Team Member



Team Member



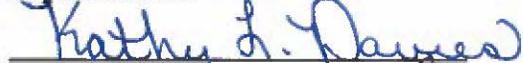
Team Member



FOR THE BOARD



Superintendent



Treasurer



Board President



Team Member



Team Member