

MASTER AGREEMENT

BETWEEN THE

**TWINSBURG SUPPORT STAFF
ASSOCIATION**

AND THE

**TWINSBURG CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

**JULY 1, 2022
THROUGH
JUNE 30, 2024**

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AGREEMENT

This Agreement, made and entered into by and between the Board of Education of the Twinsburg City Schools (hereinafter "Board") and the Twinsburg Support Staff/OEA/NEA (hereinafter "Association"), shall be effective on and after July 1, 2022, and shall expire at 11:59 p.m. on June 30, 2024.

ARTICLE 1. RECOGNITION

- A. The Board of Education of the Twinsburg City Schools (hereinafter referred to as "Board") hereby recognizes the Twinsburg Support Staff/OEA/NEA (hereinafter referred to as "Association"), as the sole and exclusive bargaining representative for all regular employees in the following classifications and job positions, unless specifically excluded below:

Custodial

- High School Head Custodian
- Middle School / Elementary School Head Custodian
- Assistant Custodian
- Night Custodian
- Janitor / Activity Janitor

Maintenance

- Maintenance
- Groundskeeper / Assistant Maintenance

Administrative Assistant

- Administrative Assistant

Dispatcher

- Dispatcher

Instructional Assistant

- Instructional Assistant; A.L.E. Monitor

Assistants

- Hall Monitor/Courier; Hall Monitor; Study Hall Monitor
- Lunchroom/Playground Assistant

Food Service

- Manager Cook
- Manager Cook in Training
- Cook

Mechanic

- Lead Mechanic
- Mechanic

Transportation

- Bus Driver
- Permanent Substitutes in Transportation
- Bus Attendant

Media Center

- District Library Clerk
- Media Assistant

B. Employees in the following classifications are excluded from the bargaining unit:

1. Food Service Supervisor
2. Transportation Supervisor and Assistant Transportation Supervisor
3. Executive Secretary
4. Administrative Assistant to Business Manager
5. Secretary to the Director of Human Resources
6. Receptionist/Secretary to Curriculum Director
7. Secretary to the Director of Student Wellness
8. Technology Secretary
9. Assistant Treasurer
10. Budget Officer
11. Accountant
12. Supervisor of Maintenance and Custodial Plant Services

- 13. Accounting Clerk
- 14. Assistant to the Director of Pupil Services
- 15. EMIS Coordinator
- 16. L.A.N. Support Specialist
- 17. P.C. Support Specialist

Any other employees in the School District not specified above are excluded from the bargaining unit.

- C. This recognition shall remain in effect during the term of this Agreement subject to Ohio Revised Code (O.R.C.) Chapter 4117.
- D. A rival labor organization can obtain bargaining unit rights, or recognition can otherwise be withdrawn from the Association, only in accordance with O.R.C. Chapter 4117.
- E. If the Board or Administration decides to create a new position or classification that involves bargaining unit work, the Association shall be notified. If the Association requests a meeting within ten (10) days of the date on which the notice was sent, then, within two (2) weeks of the Association's request, the Board or Administration shall meet and confer with the Association and attempt to reach agreement as to the wages, benefits, and conditions for the new position. The Board may establish an initial rate for the new position and fill the position.

ARTICLE 2. EMPLOYEE RIGHTS

- A. Members of the bargaining unit have the right to join, participate in, and assist the Association, and the right to refrain from such activities, and membership or lack of membership shall not be a prerequisite of employment.
- B. The Board shall maintain a personnel file for each employee. The personnel file shall consist of hard copies of documents, which shall be maintained in a file at the Central Office, along with electronic records pertaining to the employee's employment by the Board (e.g., automatic attendance software and electronic timesheets). Employees shall be provided with a copy of material placed in their physical personnel file within ten (10) days indicating "copy to personnel file" or "cc personnel file"; employees may request a copy of any electronic records pertaining to their employment. The employee shall have the opportunity to reply in writing to the adverse material within twenty (20) days after receipt of a copy of such material, and the reply shall be placed in his/her personnel file along with the adverse material. Employees shall be permitted to review their personnel file at such time that the Central Office is open and such review does not conflict with the employees' performance of their duties. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during the review. Any adverse material shall be reasonably investigated, and the results of such investigation shall be placed in the employee's file.

- C. 1. No bargaining unit employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations or because of race, color, national origin, ancestry, religion, or marital status; and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or disability.
- 2. Neither the Board nor the Association shall interfere with, restrain, coerce, or discriminate against employees because of the exercise of rights of membership or non-membership in the Association.
- D. The Board shall not employ any person under any secondary school or college work study program, or any State or Federally funded work program in any position that would cause a replacement to directly or indirectly affect the rights of the Association or any employee in the bargaining unit.
- E. New employees shall serve a probationary period of ninety (90) work days. During such time, a new employee shall have no seniority rights, shall not be entitled to Personal Business Leave or Parental Leave or Unpaid Leave of Absence (unless the employee notified the Superintendent/Director of Human Resources, in writing, prior to starting work that the employee has a previously scheduled commitment that requires the employee's absence), and his/her discharge or layoff for any reason shall not be subject to the grievance procedure. Employees retained beyond the probationary period shall have their system seniority computed as of their date of hire.
- F. Association members shall be excused for one (1) hour to attend Association meetings (unpaid time with the advance approval of the Building Principal). Employees who are given approval to leave work to attend local Association meetings must make up the time missed.
- G. The purpose of video surveillance equipment is not to regularly monitor employees.

ARTICLE 3. ASSOCIATION RIGHTS / BOARD RIGHTS

A. ASSOCIATION RIGHTS

The Association has the following rights, in addition to the rights contained in any other portion of this Agreement.

1. a. Building Access:

The Association President/designee may visit schools and other work sites. Upon arrival, the Association President/designee shall notify the Building Principal or Supervisor of his/her presence in the building and the purpose of his/her visit. Visits to schools and other work sites must not interfere with duties assigned by the Board and Administration or with other school needs. The Building Principal or Supervisor may deny access to avoid such interference, provided he/she does not act arbitrarily and capriciously. An external Association representative who is not regularly assigned to the

District must provide prior notice to the Building Principal or Supervisor in order to visit schools and other work sites while employees are working.

b. Use of School Facilities:

The Association and/or its representatives are entitled to use school buildings at reasonable hours, without cost, provided such use does not interfere with normal operation of the schools. The regular application procedure for use of buildings shall be followed. When additional costs, including special custodial services, are incurred, the Board shall charge the Association in accordance with applicable Board Policy.

2. a. Bulletin Boards:

The Association may post Association materials on designated bulletin boards that are accessible to employees in each building.

b. (1) Use of Interschool Mail System:

The Association may use the Interschool Mail System.

(2) Use of Employees' Mailboxes / Email:

The Association may place materials into individual employees' mailboxes in school buildings and send to them emails at their District-issued email addresses; employees, however, shall have no expectation of privacy in any emails sent to/from their District-issued email address, and all emails are subject to Board policy, including, but not limited to, the Staff Technology Acceptable Use and Safety Policy.

(3) Use of School Equipment:

The Association may use copying equipment (and, with advance permission of the Administration, other equipment) located within the building for Association business, provided that such use does not conflict with school business. The Association may be billed for the actual cost of all materials used. To facilitate billing, the Association shall maintain and promptly submit to the Administration a record of materials (e.g., school paper) used.

(4) Association Leave:

The Association shall be granted a total of fifteen (15) days per year, with pay, for attendance at conventions, conferences, and/or other contract-related activities (e.g., Association representative(s) attending grievance meetings/hearings, including arbitration). Unless substitutes are available, no more than one (1) person in each classification can use this leave on the same day. This limitation

does not apply to attendance at the OEA Summer Leadership Academy. Such leave shall be granted upon written application on the Professional Leave Form by the Association President made not less than three (3) work days in advance to the Superintendent, except in situations where such notice is not possible. Witnesses granted release time to attend an arbitration hearing pursuant to Article 6.A.3.d. shall not be charged against Association Leave.

B. BOARD RIGHTS

The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and the United States, including, but without limiting, the right:

1. to 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. to direct, supervise, evaluate, or hire employees;
3. to maintain and improve the efficiency and effectiveness of governmental operations;
4. to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. to suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. to determine the adequacy of work force;
7. to determine the overall mission of the employer as a unit of government;
8. to effectively manage the work force;
9. to take actions to carry out the mission of the public employer as a governmental unit.

- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules and regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the written terms of this Agreement.

ARTICLE 4. DUES DEDUCTIONS

- A. The Board shall deduct, in accordance with the Association dues schedule provided by the Association Treasurer, dues from the wages of all employees who are Association members, and who have submitted authorization forms to the Board. Once initiated, dues deduction authorization shall be continuous, unless revoked by the employee according to

the terms of this Agreement. Copies of all revocations shall be made available to the Association President upon his/her request.

- B.** The Association shall indemnify and hold the Board harmless from any and all claims or suits or any other action arising from the organizational security provisions contained herein.
- C.** Enrollment may occur during the first five (5) workdays of each month – September through May.
- D.** Payroll deduction authorization shall be irrevocable, except that authorization may be withdrawn if submitted during a period of thirty (30) calendar days ending August 31 of each year. If dues deduction is not revoked during such period, it shall continue for the remainder of that membership year. Copies of all revocations shall be made available to the Association and Board Treasurers.
- E.** Any dues missed through payroll deductions shall be made up to the Association by the employee, including when an employee resigns his/her position before all of the dues have been deducted for that year. The remaining dues shall be deducted from the employee's final check to extent there are sufficient funds due and payable to the employee as part of his/her final check.
- F.** Dues shall be deducted from employee paychecks in nineteen (19) substantially equal installments beginning in October except that deductions for new employees shall begin with the first paycheck subject to deduction after paperwork is completed and shall be apportioned in substantially equal installments thereafter. Money deducted shall be sent, with a report of deductions, listing names and amounts deducted, to the Association Treasurer at least monthly.
- G.** An officer of the Association shall be required to notify the Board Treasurer in writing of the names of all the persons from whom deductions shall be made and the dollar amounts to be deducted no later than September 30th of each school year.

ARTICLE 5. NEGOTIATIONS PROCEDURE

A. SCOPE OF NEGOTIATIONS

The scope of representation shall be limited to matters relating to wages, fringe benefits, and working conditions that are the exclusive concern of those in the unit. The Board, however, may consult with the Association on any matter outside the scope of representation. Any agreement arrived at through consultation and reduced to writing and embodied in this Agreement, or any addendum to this Agreement, shall be binding on both the Board and the Association.

B. TEAMS

No more than seven (7) designated representatives of the Board will meet with no more than seven (7) representatives of the Association. All discussions shall take place exclusively between the Board's designated representatives and the Association's designated representatives. An OEA Consultant may serve as a member of the team upon the request of the Association. A Board member/designee may serve as a member of the Board's team.

C. EXCHANGE OF INFORMATION

Upon reasonable request, the Board or the Association shall provide each other with information regarding proposal items. Confidential employee files, records, and/or related material are not included. All requests for information shall be subject to the Privacy Act.

D. OPEN DISCUSSIONS

Upon request of either the Board or the Association to open discussions, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request, which shall be made no earlier than one hundred twenty (120) days or later than ninety (90) days prior to the expiration of the Contract. All Association and Board proposals for discussion shall be presented in writing at the first meeting. Following the initial submission of issues, only counterproposals may be submitted. All meetings shall be held at times and places mutually agreed to at the beginning of the prior meeting and shall not exceed two (2) hours unless mutually waived or agreed upon. All meetings shall be held in executive session.

E. PROGRESS REPORTS

During negotiations, interim reports may be made to the Association and the Board by their representatives.

F. NEWS RELEASES

News releases, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and the content of the release until impasse is reached.

G. THE AGREEMENT

When agreement is reached between the Board and the Association on all proposed items, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification within thirty (30) days. After ratification by the Association, the agreement shall be recommended to the Board within thirty (30) days. Upon approval, and after necessary action by the Board, the terms of the agreement shall be implemented.

H. RESOLVING DIFFERENCES

1. If agreement is not reached within thirty (30) days prior to the expiration of the Agreement, either party may request mediation. A mediator shall be obtained as soon as possible through the Federal Mediation and Conciliation Service (FMCS), in accordance with their rules and regulations. Costs that may be incurred in procuring and utilizing the service of FMCS shall be shared equally by the Board and the Association. The mediator shall be used as a means of bringing the two (2) parties to an agreement and shall have the following authority:
 - a. To call meetings, set times and duration of said meetings, and establish whatever ground rules he/she may deem necessary.
 - b. The mediator may make suggestions to resolve the disputes in question. Such suggestions may be oral or in written form.
2. This procedure shall constitute a mutually agreed upon alternative dispute resolution procedure under O.R.C. Section 4117.14 and shall be exclusive. In the event mediation does not result in an agreement by the expiration date of this negotiated agreement, O.R.C. Chapter 4117 will apply.

I. DISTRIBUTION OF COPIES OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board and the Association shall have it printed or duplicated. All costs for printing and duplicating the Agreement will be shared equally between the Board and the Association. Copies of the Agreement will be sent via e-mail to each employee in the bargaining unit, and a hard copy will be provided to each employee who requests a copy, at no charge to him/her. At the time of employment, each bargaining unit member shall also be provided with an electronic copy of this Agreement via e-mail. Upon request, he/she will also be provided with a hard copy of the Agreement, at no charge to him/her. Any written changes in the Agreement, during the life of the Agreement and agreed to by the Board and the Association, shall be provided to each employee in the bargaining unit via e-mail. The Agreement shall also be available online via the District's shared drive.

ARTICLE 6. GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. A "grievance" shall be defined as an alleged violation, misinterpretation, or misapplication of a written provision of the Master Agreement between the Board and the Association.
2. A "grievant" shall be defined as an employee, or group of employees, in the bargaining unit, alleging a violation, misinterpretation, or misapplication of the Master Agreement. With respect to grievances involving disciplinary matters, "grievant" shall mean the employee who is the recipient of the disciplinary action that is the subject of the grievance. A grievance alleged by a group shall have arisen out of similar circumstances affecting each member of said group and shall include

the names of the aggrieved members of the group who are known to the Association at the time the grievance is filed. The Association may notify the Administration of additional persons to be added to the group as soon as the Association becomes aware of additional persons.

3.
 - a. A Board representative is any person designated by the Administration under terms of this Agreement to attempt to resolve the grievance.
 - b. An Association representative is any person designated by the Association to represent the interests of the aggrieved employee(s) and the Association under terms of this Agreement to attempt to resolve the grievance.
 - c. The grievant and the Association representative will be given release time to attend a grievance meeting/hearing that is conducted during the regularly scheduled employee day. The Association representative's release time will be charged against the Association Leave provided in Article 3.A.2.b.(4). Nothing herein shall require that the grievance meeting/hearing occur within the regularly scheduled employee day.
 - d. Either party may call witnesses – in addition to the grievant, Association representative and Board representative – at the arbitration hearing, provided notice of the names of the specific witnesses is given to the other party and the arbitrator at least two (2) work days prior to the hearing. The witnesses will be provided release time to attend the arbitration hearing if it is scheduled during the employee's regularly scheduled employee day. If the Association anticipates calling three (3) or more witnesses from the same job classification at an arbitration hearing, it must disclose the classification(s) and number of such witnesses at least two weeks before the hearing so that adequate arrangements can be made to accommodate their release time, including scheduling additional day(s) for the hearing, if necessary. Nothing herein shall require that an arbitration hearing occur during the regularly scheduled employee day.
 - e. All meetings shall be held in executive session.
4. All communications, including copies of such, shall be in writing with the date of receipt apparent on the communication.
5. There shall be no more than one (1) representative for each classification or Department.
6. No prejudice or reprisals will attend any party in interest by reason of the utilization or participation in the grievance procedure. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or recommendation for other employment; nor shall the grievant, Association witnesses or the Association representative be placed in jeopardy or be the subject of reprisal or discrimination for having utilized or participated in the grievance procedure.

7. The filing, processing or pendency of any grievance shall not impede the normal management and operation of the schools.
8. The Association will distribute the grievance forms as needed.
9. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
10. Grievances shall be adjudicated according to the terms of this procedure.
11. Any employee filing a grievance who also files an unfair labor practice charge with the State Employment Relations Board ("SERB") over the same matter shall waive the right to have such grievance processed beyond Level Three of the grievance procedure if SERB assumes jurisdiction over the matter. Any employee filing a legal action with any court on a grievance issue shall also waive rights to have such grievance processed beyond Level Three of the grievance procedure.
12. The grievance form contained in Appendix G shall be available on the District's shared drive.

B. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended only by written agreement of the parties in interest.
2.
 - a. All grievances must be appealed to the next level within ten (10) days of receipt of the disposition at the prior level. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level, unless agreed otherwise as per Section B.1, above.
 - b. Except at the informal level, all appeals and dispositions shall be exchanged in writing. Receipt of a "disposition" shall be assumed upon the date of hand-delivery of such "disposition" to the grievant, or the date of the postmark on the letter sent to the grievant.
3. If any grievance is not initiated at Level One within twenty (20) days after the grievant or affected employee knew or reasonably should have known (whichever is sooner) of the event or conditions upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the twenty (20) day time limit will be applied to the most recent occurrence.
4. "Days" shall be regular working days excluding Saturdays, Sundays, and holidays.

C. **PROCEDURE**

1. Level One: Informal Discussion

- a. An employee with a grievance shall first discuss it with his/her Immediate Supervisor or Building Principal, either individually or with a representative, to try to prevent it from becoming a formal grievance. The employee must notify the Administrator at the beginning of the discussion that such discussion is a Level One Informal Discussion. Alternatively, the employee may inform the Administrator during the discussion that the employee has decided that the discussion serves as a Level One Informal Discussion. If the employee does not so expressly notify/inform the Administrator, the discussion shall not be deemed as one for purposes of the informal level of the Grievance Procedure. As part of the Immediate Supervisor/Building Principal's response at Level One, the Administrator shall consider whether he/she has the authority to grant the relief or action the grievant seeks; if the Administrator determines that he/she does not have the authority to resolve the grievance, the Administrator will so notify the grievant in writing and direct the grievant to submit his/her grievance to Level Three. The Administrator will provide a copy of his/her Level One response to the Superintendent.
- b. Class grievances must begin with a Level One Informal Conference and, if necessary, shall then be formally filed at Level Three.

2. Level Two (Formal Hearing with Building Principal/Immediate Supervisor):

- a. In the event the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within ten (10) days, submit the grievance in writing to Level Two. The Formal Grievance must contain the information listed in the Grievance Form (Appendix G).
- b. Within ten (10) days after receipt of the grievance, the Building Principal or Immediate Supervisor shall conduct a hearing concerning the grievance. The Building Principal or Immediate Supervisor/Administrator shall issue a written decision within ten (10) days from the close of the hearing. A copy of the decision shall be provided to the grievant and the Association.

3. Level Three (Formal Hearing with Superintendent/designee):

- a. In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within ten (10) days of receipt of the disposition, appeal the grievance to Level Three.
- b. Within ten (10) days of receipt of the appeal, the Superintendent/designee shall conduct a hearing concerning the grievance. The Superintendent shall issue a written decision within ten (10) days from the close of the hearing. A copy of the decision shall be provided to the grievant and the Association.

4. Level Four (Formal Hearing with Board):

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request a hearing before the Board. The grievant's request for a hearing before the Board shall be submitted, in writing, to the Superintendent within ten (10) days of receipt of the Level Three disposition. Unless it would violate R.C. 121.22 (Ohio's Sunshine Law), the hearing will take place in executive session at the next regular Board meeting that is scheduled to occur at least ten (10) days after the Superintendent receives the grievant's request. If the Board determines that R.C. 121.22 requires the grievance to be heard in open session, the Board will provide its explanation for this determination to the Association. The Association may then decide whether to have the grievance heard by the Board at Level Four in public session or to move the grievance to Level Five without a hearing before the Board.

5. Level Five (Arbitration):

- a. If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant (through the Association) may demand a hearing before an arbitrator.
- b. The grievant's demand for arbitration shall be submitted, in writing, to the Superintendent within ten (10) days following the grievant's receipt of the Level Four disposition. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board (or its designated representative) and the grievant shall mutually 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.
- c. 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. The arbitrator shall have the authority to consider only a single grievance, or several grievances involving a common question of interpretation or application.
- d. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to the Association and the Board. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
- e. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine his/her ruling and opinion to the precise issue(s) submitted to him/her and shall only submit observations or

declarations of opinion that are directly essential to reaching the determination.

- f. The arbitrator shall in no way interfere with management prerogatives involving Board discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
- g. The costs for the arbitration (i.e., AAA's processing/administrative fees, and the arbitrator's fees) shall be shared equally by the Board and the Association. The court reporter's fees shall be shared equally by the Board and the Association unless the parties mutually agree not to utilize a court reporter.

6. Expedited Arbitration

In the case of an employee being suspended without pay for a period of more than fifteen (15) work days, or in the case of an employee being terminated, the grievant employee, in consultation with the Association, may opt to waive the normal grievance procedure and instead file the grievance at the arbitration level, and proceed to expedited arbitration as set forth in this section.

- a. The case shall be heard and decided within sixty (60) days after its submission to AAA. If the case involves a suspension, the suspension will be held in abeyance pending the outcome of the expedited arbitration. If the case involves a termination, the grievant employee will be placed on an unpaid suspension during the pendency of the expedited arbitration.
- b. The Association or the Board may request a stenographic record of the proceedings with the cost to be paid by the party making such a request. If both parties request a stenographer, or if the arbitrator requests a stenographer, the cost will be shared equally by the Association and the Board.
- c. Post-hearing briefs may be submitted based on the schedule established by the arbitrator.

7. The Board and the Association may mutually agree to mediate a grievance prior to it being advanced to Level V (i.e., arbitration). If the parties elect to mediate a grievance, they shall use FMCS to identify a mediator. If there is a cost for the use of the mediator, the parties shall split the expense.

ARTICLE 7. LABOR / MANAGEMENT RELATIONS COMMITTEE

- A. There shall be a Labor/Management Relations Committee that shall meet regularly, no fewer than four (4) times per year, unless there are no items on a scheduled meeting's agenda in which case either party may cancel the meeting. The purpose of the Labor/Management Relations Committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern.

- B. The Committee shall be comprised of the Association President, Vice President and a bargaining unit member appointed annually by the Association President, and the Superintendent and up to two other Administrators.
- C. The meetings shall be held from Monday through Friday, between 7:00 a.m. and 7:00 p.m., the exact meeting time, date, and approximate length shall be established by mutual agreement of the parties. Association members shall not be entitled to compensation for time spent in preparation for or attendance at such meetings (unless the meeting is occurring during the employee's regular work hours). When either party requests that a Committee meeting be held, such meeting shall be held within thirty (30) days of such requests, unless the parties agree to an extension. Agenda items shall be submitted to the other party a minimum of three (3) work days before the meeting. Building-level or Department-Level issues may only be considered at the Labor/Management Relations Committee if they have been first presented to the Building Principal or Immediate Supervisor (whichever is appropriate) and a satisfactory resolution was not achieved through such dialogue. The discussions of the Labor/Management Relations Committee shall not result in modifications or additions to this Agreement.
- D. It shall be noted that the Labor/Management Relations Committee is not, and shall not be used as, a forum to discuss or resolve issues that have already been submitted as grievances. All grievances shall be processed through the grievance procedure and shall not appear on the agenda of the Committee.

ARTICLE 8. WORK SCHEDULE

A. WORK WEEK/WORK YEAR

The workweek shall normally consist of five (5) consecutive days (e.g., Monday through Friday, or Tuesday through Saturday, Wednesday through Sunday). The Board agrees to assign no more than one Custodian per building to the Tuesday through Saturday schedule, and one employee (i.e., the Activity Janitor) to the Wednesday through Sunday schedule.

- B. During non-emergency conditions, those employees who occasionally may be requested to adjust their work hours shall receive one (1) week advance notice of any changes.
- C. The length of the workday shall be normally established for each position or classification as follows:
 - 1. Custodians: Eight (8) Hours per Day
 - 2. Janitors:
 - a. Eight (8) Hours per Day/Night
 - b. Seven (7) Hours per Day
 - c. The parties agree that custodians/janitors may occasionally be scheduled to an evening shift to accommodate a night activity. In the event a night activity is scheduled on a weekday that is not a student school day, one

custodian/janitor shall work a shift not less than the normally worked hours that shall encompass the hours of the activity. The adjusted schedule shall be filled first by a custodial volunteer. If there is no volunteer, the least senior custodian/janitor in the building shall be assigned.

3. Manager Cooks (including Manager Cook in Training): Minimum of Six (6) hours per Day
4. Cooks: Five (5) Hours per Day
5. a. Bus Drivers:

A minimum of five (5) Hours per Day. Each shift of two (2) hours shall include fifteen (15) minutes for pre-trip, provided the employee arrives at work (clocks in) fifteen (15) minutes prior to departing on his/her route. A minimum of six (6) Hours per Day for drivers having noon runs five (5) days per week.
- b. Permanent Substitutes: Four (4) Hours per Day unless substituting for an absent employee.
6. Mechanic/Lead Mechanic:
 - a. Eight (8) Hours per Day
 - b. One flexible hour mechanic/bus driver whose regular combined hours are not to exceed forty (40) hours per week. Work in the bus driver classification shall be paid at the mechanic rate.
7. Maintenance: Eight (8) Hours per Day
8. District Library Clerk: Seven and One-Half (7 ½) Hours per Day
9. Media Assistants: Seven and One-Half (7 ½) Hours per Day
10. Lunchroom and Playground Assistants: Three (3) Hours per day as scheduled at Wilcox Primary School and Samuel Bissell Elementary School, and three-and-one-half (3½) Hours per day as scheduled at Dodge Intermediate School.
11. Instructional Assistants: Seven (7) Hours per Day for Full-time Instructional Assistants and Three and One-Half (3½) Hours per Day for Part-time Instructional Assistants as scheduled. Absent a written agreement with the Association, the Board will only employ one Part-time Instructional Assistant outside of the Preschool if it is necessary to implement a student's IEP (e.g., if the student is only attending school in the District on a part-time basis, or is in the process of transitioning back to school in the District).
12. Administrative Assistant: Eight (8) Hours per Day

13. Day Hall Monitor and Day Hall Monitor / Courier:
 - a. Seven and One-Half (7 ½) Hours per Day
 - b. Four (4) Hours per Day
14. Groundskeeper and/or Assistant Maintenance: Eight (8) Hours per Day
15. Dispatcher: Eight (8) Hours per Day
16. Bus Attendant: A minimum of five (5) Hours per Day. as scheduled except a bus driver with a two (2) hour mid-day bus attendant position.
17. A.L.E. Monitor: Seven (7) Hours per Day

The length of the workday for classifications normally scheduled for less than eight (8) hours represents a minimum number of hours and may be changed at the Board's discretion so long as any such change does not result in any such employee(s) being regularly scheduled to work less than the minimum hours specified in Sections C1-C17, above, and any such change shall not exceed eight (8) hours per day. This language is not intended to, nor shall this language be construed to, affect the language contained in Article 17 (Layoff Procedure).

D. The work year shall normally consist of the following:

- | | | |
|-------------|---|--------------------|
| 9 Months |) | |
| 10 ½ Months |) | See Wage Schedules |
| 11 Months |) | |
| 12 Months |) | |

E. 1. The Board reserves the right to establish part-time positions of cook(s) and/or administrative assistants and/or Groundskeeper or Assistant Maintenance when in the judgment of the Administration the workload in those classifications regularly exceeds the personnel available but does not necessitate the employment of another full-time employee in the classification. There shall be no more than one (1) part-time cook or administrative assistant per building, unless there is a demonstrated need for intensive use of personnel during a peak time of day in a given area during the teacher calendar. There shall be no more than one (1) part-time Groundskeeper or Assistant Maintenance employee. Nothing herein shall prevent the Board from employing a full-time employee who serves in a position that is half-Groundskeeper and half-Assistant Maintenance.

2. Part-time positions will be paid based on the appropriate step of the Cook and Administrative Assistant Schedules.
3. Step advancement will be based on one hundred twenty (120) days worked during a school year. (Note: Part-time seniority addressed in Article 17.)

F. 1. On NEOEA Day and two (2) designated non-student work days each year, any Playground Assistant may elect at his/her option to take one (1) or more of these days off without pay by providing timely notice to his/her supervisor.

2. NEOEA Day, the day before Thanksgiving, and two (2) non-student days are unpaid, non-work days for Food Service employees.
3. Annually by May 30, the Association President/designee and Superintendent/designee shall mutually decide on the two non-student work dates for the following school year.

G. In addition to those employees designated as Instructional Assistants, the Superintendent/designee may designate that certain classroom assistants will have Multi-Disabilities assignments or Hearing-Impaired assignments as outlined below.

H. MULTI-DISABILITIES (MD) DESIGNATION:

1. Stipend for Instructional Assistants

- a. Instructional Assistants with a regular assignment involving a student who requires toileting/diapering and/or nurse-delegable medical tasks (e.g., working with a student's feeding tube) shall be paid an additional stipend of fifty cents (\$0.50) per hour for all hours worked in the assignment.
- b. Instructional Assistants, including Bus Attendants, who work with student(s) with disabilities that engage(s) in aggressive behaviors that are being addressed through a Behavior Intervention Plan ("BIP") will be provided training in the principles of Applied Behavior Analysis by a Behavior Specialist/Board Certified Behavior Analyst. Staff who are provided the preceding training outside their regular workday shall be paid for their time associated with the training. Instructional Assistants, including Bus Attendants, whose primary responsibility (i.e., regular assignment) is implementation of a student's BIP shall be paid an additional stipend of one dollar (\$1.00) per hour for all hours worked in that assignment (Instructional Assistants) or on that bus run (Bus Attendants). The stipend addressed by this subparagraph is not available to Instructional Assistants and/or Bus Attendants who are assigned to a classroom or school vehicle in which one or more children have BIPs but the Instructional Assistant or Bus Attendant is not assigned primary responsibility for implementation of the BIP.
- c. The stipends provided for in subparagraphs (a) and (b) shall not be considered part of an employee's base wage for purposes of the employee's annual salary notice and the statutory provisions that specify that an employee's salary shall not be lower than the salary paid during the preceding school year unless such reduction is a part of a uniform plan affecting the nonteaching employees of the entire district.
- d. Determination of an employee's eligibility for a stipend pursuant to subparagraphs (a) and/or (b) shall be made on a per semester basis. The Director of Pupil Services shall complete a semi-annual review of applicable students' needs to determine which Instructional Assistants are eligible for either the subparagraph (a) or subparagraph (b) stipend. The

Transportation Supervisor shall complete a semi-annual review of assigned bus runs to certify which Bus Attendants are eligible for the subparagraph (b) stipend.

- e. An employee who performs the duties listed in subparagraphs H.1.a. **and** H.1.b. shall receive both stipends (i.e., a combined stipend of \$1.50 per hour).
2. When a need exists to internally assign an employee who is currently not in an assignment involving the extra tasks listed in subparagraph H.1.a. to an assignment requiring the employee to perform the extra tasks listed in subparagraph H.1.a., a notice seeking volunteers shall be posted for qualified, interested assistants to sign. If the Superintendent/designee does not select from the sign-up/applicant list, the Superintendent/designee may reassign the least senior paraprofessional. If no paraprofessionals apply, the Superintendent/designee may reassign one of the four least senior paraprofessionals. If after following the above procedure no paraprofessional has been selected, the vacancy shall be posted to the entire bargaining unit in accordance with Article 18 herein.
3. In the event no paraprofessional is capable of performing a task that is required by a student's disability, the Board may implement the RIF procedure and hire a paraprofessional capable of performing the required task.
4. An Instructional Assistant who is going on a field trip should coordinate with the teacher to whom he/she is assigned when he/she is going to take his/her break and/or lunch.
5. If an Instructional Assistant is unable to take the employee's normal break or lunch due to a schedule change, lack of coverage, or other reason, the Instructional Assistant should coordinate with the teacher to whom the Instructional Assistant is assigned to determine an acceptable time for when the Instructional Assistant will take the break and/or lunch. If it appears likely that an Instructional Assistant is going to miss a break and/or lunch, the Instructional Assistant should notify the Building Principal to determine whether another employee can temporarily fill-in for the Instructional Assistant so that the employee can take the break and/or lunch. If the Instructional Assistant is ultimately unable to take the break and/or lunch, the Instructional Assistant must notify the Building Principal who will authorize payment for the missed break and/or lunch.

I. INTERPRETER STIPEND

An Instructional Assistant who holds a ASL (American Sign Language) certificate and is assigned to interpret for a student with a hearing impairment shall be paid an additional stipend of fifty cents (\$0.50) per hour for all hours worked as the interpreter.

J. FLEXIBILITY

Paraprofessionals who are regularly assigned the extra tasks identified in subparagraph H.1.a. or who are regularly assigned to interpret for a student with a hearing impairment

may be utilized in regular paraprofessional capacities on days when they are not needed to perform the extra tasks identified in subparagraph H.1.a. or interpret for a student with a hearing impairment.

ARTICLE 9. OVERTIME AND BUILDING CHECKS

- A.
1. All authorized hours worked over forty (40) shall be compensated at time-and-a-half (1 ½), using an employee's weighted-average as legally required. All authorized hours worked on a Sunday, or on a contractual holiday, shall be compensated at double time if, and only if, such hours are in excess of an employee's regularly scheduled workweek. It is agreed that Sunday shall not be a regularly scheduled workday, except for the Activity Janitor.
 2. All approved paid hours, with the exception of Personal Business Leave, Jury Duty, and paid vacation, shall be used in computing overtime pay. Overtime shall be computed on a weekly basis. Employees who are assigned overtime / extra duty work are required to complete their regular shift unless they are on previously approved leave for part of the shift.
 3. Overtime and extra duty work assignments shall be equitably distributed as specified below. Overtime / extra duty work shall be offered based upon job classification and/or building assignment. The following types of overtime and extra duty assignments shall be employed:

a. Ordinary Overtime:

Ordinary Overtime is defined as a situation when an employee is asked to stay late or report to work early the following day in order to complete a specific assignment that the individual was previously engaged in performing prior to the end of the employee's regular work day. Ordinary Overtime is not offered on a rotational basis, based on seniority.

b. Extra Duty:

Extra duty (non-emergency) work shall be offered on a rotational basis, based on seniority, for the affected classification. If an employee declines the extra duty work, he/she must wait until his/her next turn in the rotation. If no one within the affected building wants the extra work, it shall be offered by seniority to staff assigned to the same classification who work in other buildings.

c. Event Clean-Up

If Event Clean-up is offered to the groundskeepers and they decline it, it shall be offered to others (first custodial then janitorial staff) in the building where the work is located by seniority, then to those in other buildings (first custodial then janitorial staff) by seniority. If there are no volunteers, it shall be offered to other employees as follows:

- i. Employees – other than groundskeepers, custodians, or janitors – may annually – in August – sign-up to serve as back-up cleaners for Event Clean-Up.
- ii. The District will hold an annual training for the employees who sign-up to serve as back-up cleaners. The employee has to complete the training before being eligible to server as a back-up cleaners.
- iii. When there are no volunteers (as stated above), the work will be assigned based upon District-wide seniority to back-up cleaners. Specifically, the Supervisor of Maintenance & Custodial Plant Services will send an email to the back-up cleaners notifying them of an available Event Clean-Up opportunity. The back-up cleaners will have a minimum of three (3) hours to respond to the email. The most senior back-up cleaner(s) who responds, in a timely manner to the Supervisor’s email, indicating employee’s(s’) willingness to work the Event Clean-Up assignment will be assigned the work. The Supervisor will promptly notify the employee(s) who are being assigned the work.
- iv. If a back-up cleaner fails to report to work the Event Clean-Up after notifying the Supervisor of Maintenance & Custodial Plan Services of the individual’s willingness to work, the individual will be removed from the list for the remainder of the school year.
- v. Back-up cleaners will be paid the substitute janitor rate, subject to overtime if applicable, for performing Event Clean-Up work. See Article 14.B.

If Event Clean-up is on a Sunday or Contractual Holiday, the Event Clean-up rotation list shall be followed and not the Sunday / Contractual Holiday Extra Duty list.

d. Custodial/Janitorial Extra Duty:

Custodial and janitorial employees who are interested in extra duty work must put their name on a list by August 1 of each year, or within ten (10) work days of starting work if the employee starts work after August 1. When a new custodial or janitorial employee is being onboarded, the Director of Human Resources will notify the employee of this opportunity. Employees who do not originally place their names on the extra duty list by August 1, may request to be added to the list effective January 1.

During the first opportunity for overtime each contract year, the most senior employee in the affected classification who is on the extra duty list will be

offered first to those in the classification in the building where the work is located. If an employee declines the extra duty assignment, the employee must wait until the employee's next turn in the respective rotation. Extra duty assignments will be offered on a rotational basis, based on seniority as follows:

- i. An extra duty assignment that requires a custodian will be first offered to custodians assigned to the building, and then if no custodian in the building accepts the assignment it will be offered to janitors assigned to the building (notwithstanding Article 27.A.).

If no custodian or janitor in the building is available, the extra duty will be offered to custodians assigned to other buildings in the District.

If no District-wide custodian is available, the extra duty will be offered to janitors assigned to other buildings in the District.

- ii. If the extra duty assignment calls for a janitor, it will be first offered to janitors assigned to the building, and then if no janitor in the building accepts the assignment it will be offered to custodians assigned to the building.

If no janitor or custodian in the building is available, the extra duty will be offered to janitors assigned to other buildings in the District.

If no District-wide janitor is available, the extra duty will be offered to custodians assigned to other buildings in the District.

e. Maintenance/Grounds Extra Duty

Maintenance and grounds employees who are interested in extra duty work must put their name on a list by August 1 of each year, or within ten (10) work days of starting work if the employee starts work after August 1. When a new maintenance or grounds employee is being onboarded, the Director of Human Resources will notify the employee of this opportunity. Employees who do not originally place their names on the extra duty list by August 1, may request to be added to the list effective January 1.

The Maintenance Supervisor will use this list to offer overtime on a rotational basis, based on seniority. Specifically, during the first opportunity for overtime each contract year, the most senior employee in the affected classification who is on the extra duty list will be offered the work. If an employee declines an offered extra duty assignment, the employee must wait until the employee's next turn in the respective rotation.

f. Sunday / Contractual Holiday Extra Duty

There shall be a separate extra duty list and rotation for all work on Sundays and Contractual Holidays, excluding field trips. If an employee declines the extra duty work, he/she must wait until his/her next turn in the rotation. If no one in the affected classification within the building where the work is located wants the extra duty, it shall be offered by seniority to staff assigned to the affected classification in other buildings. If the Sunday / Contractual Holiday Extra Duty involves custodians and/or janitors, this separate extra duty list will be implemented consistent with sub-paragraph d above.

g. Emergency:

The Board designee may assign overtime to employees in the unit when an emergency exists.

- B. Employees shall be paid for building checks as required and determined by the Board designee on evenings, weekends, and holidays at a minimum of two (2) hours times the appropriate rate of pay. With respect to evening/weekend/holiday alarm calls, the Board will establish a call chain that will include custodians/janitors who may be contacted if the regular Head or Night Custodian for a building is not available or does not answer the call from the security company.
- C. When an employee is required to attend a meeting called by management outside of his/her regularly scheduled working hours, the employee shall be paid for time actually spent at the meeting; and such time shall count for purposes of determining whether the employee has worked more than forty (40) hours in the workweek.

ARTICLE 10. MINIMUM CALL-IN TIME

- A. Once having completed the regularly scheduled workday, any employee called back to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement.
- B. Such minimum call-in time shall include work on Saturday and/or Sunday for all employees, except those employees whose normal workdays include Saturday.

ARTICLE 11. SHIFT DIFFERENTIAL

Any bargaining unit employee regularly scheduled to work twenty (20) or more hours per week in a shift that normally commences at 1:30 p.m. or later and ends by 12:00 midnight (i.e., second shift) shall be paid a shift differential premium of Thirty Cents (\$0.30) per hour above the regular rate of pay for all approved hours worked, including hours they work on Saturday or Sunday regardless of the time their shift commences on Saturday or Sunday.

ARTICLE 12. CALAMITY DAYS

- A.** All employees shall be paid their regular daily rates of pay for time lost when schools are closed due to an epidemic or other public calamity. In addition to their regular rates of pay, employees required to work on such calamity days (including Bus Drivers who are transporting students who attend community and/or chartered nonpublic schools or Cuyahoga Valley Career Center (CVCC) that are open on the District's Calamity Day) shall be paid for the time they actually work on the calamity day at their regular rates of pay (i.e., not subject to overtime, unless the employee has actually worked in excess of forty (40) hours during the work week).
- B.** Calamity days for the purpose of first and second shift work will begin the morning of school cancellation.
- C.** If school is closed due to a weather-related calamity for more than five (5) school days in a given school year, employees will be required to report to work at a uniform start time and for their regular number of hours, for all subsequent calamity days unless the Superintendent determines otherwise. Employees are not entitled to extra pay as specified in Paragraph A for any such days.
- D.** A delayed start is not a calamity day. The following employees are required to report at their normal start-time on a day when school is on a delayed start: Custodians (those who normally report to work at 6 a.m.), Mechanics/Lead Mechanic, Maintenance (those who normally report to work at 5 or 6 a.m.), Groundskeepers (those who normally report to work at 5 or 6 a.m.), Assistant Maintenance (those who normally report to work at either 5 or 6 a.m.), and Dispatcher (who normally reports to work at 8:00 a.m.). Except as addressed below, all other employees may delay their start-time by two hours. Normally, if an employee is required to report at his/her normal start time on a District-wide delayed start, the employee will end work at their regular time. If an employee is required to report at his/her normal start-time on a District-wide delayed start, the employee will be paid double-time for the two-hours during the delayed time (i.e., employee will be paid his/her regular rate plus straight time for the two hours); there shall be no compounding for overtime.

Annually by October 1, the Superintendent or designee will notify Manager Cooks/Manager Cooks in Training and Cooks when they will be required to report to work on delayed start days. If they are required to report after their normal start-time but prior to the regular two-hour delayed start-time, they will be paid double time for the period they are required to work before the regular two-hour delayed start-time (i.e., the employee will be paid his/her regular rate plus straight time for the extra time the person works before the regular two-hour delayed start-time) – the period the employees are required to report prior to the regular two-hour delayed start-time shall not be less than thirty (30) minutes; there shall be no compounding for overtime. In the annual notification, the Superintendent or designee will also notify the Manager Cooks/Manager Cooks in Training and Cooks how long after the end of their regularly scheduled work day that they are required to work on delayed start days; under no circumstances will they be required to work more than their regularly scheduled number of hours. They will be paid their regular hourly rate for any time beyond their regularly scheduled workday.

If a Bus Driver or Bus Attendant reports at his/her regularly scheduled start-time and a two-hour delayed start-time is announced after the driver/attendant arrives at the garage, the driver/attendant may elect to leave without pay and return at his/her regular two-hour delayed start-time, or will be paid straight-time only (i.e., the driver/attendant will not receive the double time described above if the driver/attendant remains at the garage).

- E. Nine (9) and ten (10) month employees may be required to work make-up days in excess of State approved/allowed calamity days without additional compensation, unless the employee actually works in excess of forty (40) hours in the week when the make-up day(s) are worked in which case the employee will be entitled to overtime (i.e., time-and-a-half for the hours they work in excess of forty (40)).

ARTICLE 13. HOLIDAYS AND VACATIONS

A. HOLIDAYS

- | | |
|-------------------------------------|--|
| 1. <u>11 to 12 Month Employees:</u> | <u>9 and 10 and 10½ Month Employees:</u> |
| New Year's Day | New Year's Day |
| Martin Luther King Day | Martin Luther King Day |
| Presidents' Day | Presidents' Day |
| Good Friday | Good Friday |
| Memorial Day | Memorial Day |
| Juneteenth | Juneteenth* |
| Independence Day | Labor Day |
| Labor Day | Thanksgiving |
| Thanksgiving | Day after Thanksgiving |
| Day after Thanksgiving | Christmas |
| Christmas Eve | |
| Christmas | |
| New Year's Eve | |

* For employees contracted to work after June 18th in a given school year.

2. Any change in the approved School Calendar resulting in an extension of the employee's work year shall entitle the employee to be paid for any recognized paid holiday occurring during extended service. Any employee must be in pay status the scheduled day before and the scheduled day after the holiday. For purposes of Article 13, "pay status" means: in attendance; on approved Sick Leave; on approved vacation; on approved Assault Leave; and/or on approved Personal Business Leave.
3. When any of the observed holidays falls on a Saturday, it shall be observed on the preceding Friday; when any of the observed holidays falls on a Sunday, it shall be observed on the Monday thereafter, unless otherwise mutually agreed by the Association and the Board.

B. VACATIONS

1. Only 11-month and 12-month employees are eligible for vacation periods. The amount of vacation to which these employees are entitled is as follows:
 - a. 0-7 years of service 0.8333 days/month or 10 days/year
 - b. 8-15 years 1.25 days/month or 15 days/year
 - c. 16 or more years of service 1.6666 days/month or 20 days/year

Anniversary date of employment shall be used to determine vacation eligibility.

An accrued vacation day shall be equivalent in length to the duration of the employee's regular work day at the time the vacation day was earned. Consequently, if an employee changes to a position with a work day consisting of a different duration (i.e., number of regular work hours), the District will adjust the employee's vacation allotment to reflect the new position's regular length of day (e.g., if a six-hour employee moves to an eight-hour job, and had accrued twenty (20) days of vacation while in the six-hour position, the employee will be credited with one hundred twenty (120) hours of vacation, or fifteen (15) days of vacation in his/her new eight-hour position).

2. Vacation earned by the above employees must be taken during the fiscal year in which it is earned, except employees may carryover up to one hundred fifty percent (150%) of the amount of annual vacation they are entitled to earn (e.g., an employee who earns ten (10) days of vacation in a year may have a maximum carryover of fifteen (15) days). Vacation that is not used or credited to an employee's carryover allotment shall be lost.
3. With the exception of employees during their first year of service, employees may use vacation time as it is earned and accrued. While new employees who successfully complete their probationary period will earn/accrue vacation back to the start of their employment, they may only use it after they have completed their first year of employment, unless the need for leave was communicated to the Superintendent/designee prior to the employee starting work, in which case the employee may use up to half (i.e., 5 days) of their annual vacation allotment for the vacation that was scheduled before the employee was hired by the District.
4. Depending upon their length of service in the District, employees shall be permitted to take up to ten (10) [0-7 years], twelve (12) [8-15 years] or fourteen (14) [16 or more years] days of vacation when school is in session; however, an employee may not take more than five (5) consecutive days of vacation when school is in session. The employee must receive approval of the Building Principal and Superintendent/designee two (2) weeks in advance of the requested vacation leave when it involves multiple consecutive days of vacation. An employee must receive approval of the Building Principal and Superintendent/designee one (1) week in advance for the requested vacation leave when it involves a single day. When

school is in session, the Head Custodian and Night Custodian for a given building may not both be on vacation on the same day.

When school is not in session over the summer, employees must receive approval of the Superintendent/designee one (1) week in advance of the requested vacation leave if it involves multiple consecutive days of vacation, and one (1) full work day in advance of the requested vacation leave when it involves a single day.

5. All requests for summer vacations must be submitted via e-mail to the employee's supervisor, the Superintendent/designee, and the Superintendent/designee's secretary. They will be considered on a first-come, first-approved basis, based upon operational needs as determined by the employees' supervisors. Requests for summer vacation may be submitted after January 1 of each year.
6. Employees may not take vacation the five (5) work days prior to the opening of school or during the first five (5) school days in the fall. Employees may not take vacation on professional development, curriculum and/or data days.
7. A minimum of one employee in the following job classifications must always be present (i.e., not on vacation) on scheduled work days: Mechanic; Maintenance; Grounds; and custodial employee in each building.
8. Employees entitled to three (3) or more weeks of vacation may receive one (1) week's pay per year in lieu of one (1) week vacation per year. The option to receive the above pay is not cumulative, nor can the option be averaged over an employee's total years of service.
9. Notwithstanding any other notice requirements set forth above, employees must record their requests for / use of vacation through the District's automatic attendance software.

ARTICLE 14. MISCELLANEOUS COMPENSATION

A. MILEAGE

1. Mileage is paid at the maximum allowed by the Internal Revenue Service, in performance of authorized Board business. Mileage shall be measured from either the employee's residence or employment base in the District to the site authorized by the Board, whichever distance is shorter.
2. Distance between buildings must be calculated and communicated to employees who are eligible to receive mileage reimbursement. This information shall be available on the District's shared network drive.
3. Dates and destination must be recorded on approved forms.

B. RATE OF PAY: EMPLOYEE SUBSTITUTE

Bargaining unit employees who are employed as regular employees in one (1) classification, job title, or Department, but who also work as substitute employees in another classification, job title, or Department, shall be paid at the substitute rate. When the employee is substituting in his/her own classification, job title, or Department, he/she will be paid at the starting/lowest rate of the regular schedule for the job in which he/she is working as a substitute, or his/her regular rate, whichever is higher.

For example:

1. If a lunchroom/playground employee subs as a janitor, they will get the sub rate.
2. If an aide works as an aide, he/she should be paid at their own rate.
3. If the dispatcher works as a driver, he/she should be paid at the lowest rate of the driving scale.
4. If a janitor works extra hours they shall be paid at their own rate.
5. If a janitor is subbing in the capacity of a custodian, he/she shall be paid at the lowest rate of a custodian or their own rate which is higher.
6. If a bus driver works as a mechanic during his/her regularly scheduled hours, he/she will be paid his/her driver's rate for the time of the route he/she bid upon during the school year. If a bus driver works as a mechanic outside his/her regularly scheduled hours, he/she shall be paid at the lowest rate of a mechanic for that time.
7. If a mechanic works as a bus driver, he/she shall be paid his/her regular rate.

Except when operationally needed, employees may only serve as a substitute employee in another classification if he/she will not exceed forty (40) hours of work in a week as a result of his/her combined regular assignment and substitute work.

- C.** If an employee is subpoenaed or requested by the Court to appear as a witness during school vacation(s) in a legal action related to school business and on behalf of the Board, the employee shall be paid for the time required for the appearance in Court, not to exceed eight (8) hours pay.
- D.** Bargaining unit employees shall be reimbursed for all Board determined expenses incurred for continuing education, training, and/or licenses required to maintain their current positions of employment with the Board. Additionally, the Board will pay directly, on behalf of bargaining unit employees, the cost of fingerprinting and background checks associated with the employees' regular positions, once every four (4) years or as otherwise required by state law or regulations.

If an Instructional Assistant has a teaching license and renews it, the Board agrees to reimburse the employee up to the cost of a four-year educational aide permit. If the Instructional Assistant decides not to renew his/her teaching license, the Board will reimburse the employee for a four-year educational aide permit. If an Instructional Assistant has both a teaching license and an educational aide permit, the Board will only

reimburse for the renewal of one of them, up to the amount of the four-year educational aide permit, in any four-year/five-year period (as applicable based on the license the employee is requesting reimbursement for).

- E. A current Cook substituting as the Manager Cook or temporarily serving in the role of Manager Cook in Training shall be paid at the starting rate of Manager Cook or at his/her regular rate, whichever is greater. In addition, he/she will also receive a Ten (\$10.00) per day stipend. The Manager Cook in Training will be assigned to the High School but may be reassigned to cover a long-term absence of a Manager Cook at another school.
- F. Support staff who work at athletic events shall be paid \$12.50 per hour, but are prohibited from working an athletic event if it would result in them working more than forty (40) hours in a given week.

ARTICLE 15. APPROPRIATE ATTIRE

- A. Employees are required to be dressed in professional attire that is appropriate for and consistent with their regularly assigned work environment.
- B. If the Administration determines that uniforms are appropriate for a classification of employees, all employees in that classification must wear the uniforms that are determined by the Board. The uniforms must be visible at all times. Employees are responsible for maintaining their uniforms. Replacement uniforms during the course of the school year are at the employee's expense, except in unforeseen circumstances.

The Board will purchase four (4) shirts for new employees, and two (2) shirts annually for returning employees. Employees are required to wear black docker-like pants/capris.

For those employees required to wear uniforms determined by the Board, they will have the option to purchase uniform shorts from a vendor selected by the Board at the employee's expense. Bus drivers may wear uniform shorts during the months of May, June, July, August, and September. Other staff members may wear uniform shorts over the summer break. Shorts may not be worn on Convocation Day or other days when special events are being hosted at the work location, or when an Administrator determines. Under such circumstances, the Administrator will provide notice at least twenty-four (24) hours in advance.

The Labor-Management Committee is available to meet, as needed, to discuss uniform issues. Annually a sub-committee of the Labor-Management Committee – comprised of a bargaining unit member from each job classification that is required to wear a uniform – will meet to provide feedback concerning selection of the uniforms that are purchased.

Nothing in this Article shall prevent an employee from wearing, during the school day, District spirit attire on Announced Spirit Days, provided they change into regular work attire, including uniforms (as applicable), if working during any after school activities that are held on those days.

The Board will provide a uniform service for Mechanics and Maintenance.

- C. An employee may be disciplined for failure to wear appropriate attire.

ARTICLE 16. LEAVES

A. SICK LEAVE

1. Each person employed by the Board shall accrue fifteen (15) days Sick Leave with pay for each year of service, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
2. Sick Leave may be used for absence due to personal illness, pregnancy and up to six (6) weeks of leave following a regular delivery and up to eight (8) weeks of leave following a c-section delivery without medical certification, injury, exposure to contagious disease that could be communicated to others, activities associated with facilitating an adoption or a foster care placement of a child and up to six (6) weeks of leave following the adoption or placement of the child through foster care, and for absence due to illness, injury, or death in the employee's immediate family. "Immediate family" shall be defined as spouse, children and step children, parent and stepparent, foster parent, brother, sister, grandparents, current father-in-law, current mother-in-law, current sister-in-law, current brother-in-law, current son-in-law, current daughter-in-law, grandchildren (if the sick leave is due to death, a long-term, catastrophic illness, or a catastrophic injury), or any person residing in the bargaining unit member's home for whom the employee has assumed a reasonable responsibility for care. Additions to this list may be approved by the Superintendent. Unused Sick Leave shall be accumulative for the period of time that an employee works for the Board. Sick Leave accrual shall be unlimited. Sick Leave compensation shall be based upon an employee's regularly assigned hours (i.e., it does not include any special or overtime assignments, including bus drivers' field trips).
3. Any accumulated Sick Leave of a person separated from any other public service shall be transferable.
4. If an employee utilizes Sick Leave and is absent for more than four (4) consecutive work days, he/she must obtain medical certification from a health care provider substantiating the need for the leave of absence. Sick Leave shall be chargeable in half-day (1/2) increments, with the exception of Bus Drivers and Bus Attendants with regularly scheduled midday routes/runs for whom Sick Leave shall be chargeable in one-third (1/3) day increments.
5. If an employee exhausts his/her accrued sick leave, the Board will advance to him/her up to a maximum of five (5) days of sick leave, or the amount he/she can earn prior to June 30 of that school year, whichever is less. If the employee leaves the employment of the Board prior to repaying the advanced sick leave, the outstanding balance will be deducted from any final payments due to the employee by the Board.

6. **Attendance Incentive**

A bargaining unit member who does not use sick leave or personal leave during a semester shall be allowed to cash in one (1) sick leave day for pay at his/her per diem rate of pay per semester. Sick leave transfer to another employee does not constitute the use of sick leave. Attendance at the funeral of an immediate family member (as defined in Article 16.A.2), provided the absence does not exceed five (5) work days, shall not be considered the use of sick or personal leave for purposes of this provision. Additionally, observance of religious holidays for which the employee utilizes Personal Business Leave shall not affect the employee's eligibility for the attendance incentive. Eligible bargaining unit members must notify the Human Resource Administrator by July 15, if they want to cash in the requisite number of sick leave day(s). The payment will be made in the first pay of August.

7. **Sick Leave Transfer:**

- a. When a bargaining unit member has exhausted all of his/her accumulated sick leave (including any request for the District to advance him/her five (5) days in accordance with law), and the member needs additional continuous leave of absence due to his/her own serious health condition (as defined by the FMLA) or the serious health condition of the bargaining unit member's minor child, or adult child who resides with either parent and is continuing as a dependent under either parent's health insurance, for which he/she has missed at least ten (10) consecutive work days, then he/she may request that the additional days be transferred from other bargaining unit members with accumulated sick leave. The bargaining unit member must submit to the Superintendent/designee appropriate medical certification to document the need for the sick leave transfer. Sick Leave Transfer is not available for absences due or related to pregnancy.
- b. Upon receiving such a request, the Board shall distribute a notice (Appendix F) to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member shall submit the lower half of form Appendix F to the Board Treasurer. Upon receipt of the signed form authorizing the transfer of days, the Board Treasurer shall transfer the days. The employee receiving the transferred days may only use them for prospective absences (i.e., after the employee has missed the requisite ten (10) consecutive days related to the condition; in other words, they may not retroactively use the transferred days to receive compensation for "unpaid days" that may have occurred prior to the employee experiencing the required ten (10) consecutive days of absence that are necessary to qualify for sick leave transfer).
- c. Any employee transferring sick leave days shall not be permitted to transfer more than forty (40) hours per year, nor be permitted to deplete his/her own sick leave accumulation below thirty (30) days. An employee with less than thirty (30) days of accrued sick leave is prohibited from transferring any

sick leave days to a requesting employee. The recipient may receive a maximum of ninety (90) days.

B. PERSONAL LEAVE

1. Each bargaining unit member shall be entitled to the equivalent of three (3) days of absence, with pay, each school year (noncumulative) for the purpose of transacting personal business of a nature that cannot be conducted during nonworking hours, and requires the bargaining unit member's presence. Personal Leave is available for the observance of religious holidays. Personal Leave may not be used to: seek or participate in gainful employment; make application for employment elsewhere; take vacation; and/or to participate or assist in any strike or strike-related activity within or outside the District.
2. Personal Leave shall not be charged against earned Sick Leave. Personal Leave compensation shall be based upon an employee's regularly assigned hours (i.e., it does not include any special or overtime assignments, including bus drivers' field trips).
3. If the date is known, a bargaining unit member must submit notice through the online attendance management system (e.g., AESOP) at least three (3) workdays in advance of the anticipated leave, except if the leave pertains to one of the six (6) situations set forth below in which case the employee must also submit the form contained in Appendix D. Should the employee fail to submit timely notice through the online attendance management system (e.g., AESOP), prior approval of the Principal/Immediate Supervisor is required except in emergency situations. Emergencies are those situations that cannot reasonably be anticipated. When a bargaining unit member is absent due to an emergency, the bargaining unit member must not only submit notice of their use of Personal Leave through the online attendance management system (e.g., AESOP) but also submit the form contained in Appendix D to the bargaining unit member's Principal/Immediate Supervisor on the morning of the bargaining unit member's return to work.

Use of Personal Leave in contravention of the terms of this Article shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including but not limited to denial of pay for the day taken.

4. Personal Leave on the following days may only be taken after the approval of the Superintendent or the Superintendent's designee, except in emergency situations when only notification is required:
 - a. During first or last week of regularly scheduled classes for students, except that Personal Leave may be used for graduations or weddings of immediate family members;

- b. The work day preceding or following any regularly scheduled school holiday (including corresponding extended weekends) or break (e.g., Winter, Spring or Summer);
- c. The work day preceding or following all or part of the employee's scheduled vacation period;
- d. During Parent/Teacher Conference day(s) and school building Open House;
- e. During in-service days for classified employees.
- f. Two (2) days in succession.

Absent an emergency, the form contained in Appendix D must be completed and submitted in advance of the use of Personal Leave when the Personal Leave is to be taken for one of the six (6) situations listed above.

The Superintendent will approve the use of Personal Leave on the above six (6) situations for the following reasons that need to be identified on Appendix D: funeral for an immediate family member; weddings of the employee or an immediate family member; court appearances; emergencies that create a hazardous condition to the employee's immediate family or property; graduations involving immediate family members; school programs/events of the employee's child; formal religious functions; moving employee's child into or out of college or the military; and travel conditions beyond the employee's control making it impossible to report as assigned (documentation required for this last reason). Exceptions may be made at the discretion of the Superintendent/designee with reasons for the request. "Immediate family member" shall be defined as set forth in Paragraph A.2., above.

- 5. On July 31 of each year, any unused Personal Leave days shall be converted to Sick Leave and added to the employee's accumulated sick leave total.
- 6. Personal Leave shall be used in increments of one (1) full day or one-half ($\frac{1}{2}$) day, subject to approval or disapproval by the Superintendent/designee. Personal Leave shall be used in increments of one-third ($\frac{1}{3}$) day for Bus Drivers and Bus Attendants with regularly scheduled mid-day routes/runs.

C. UNPAID LEAVE OF ABSENCE

Any bargaining unit employee on an approved Unpaid Leave of Absence may, entirely at his/her own expense, continue to maintain coverage under the School District's health insurance plans by paying the full monthly premium to the Board Treasurer not later than the date on which the Board Treasurer sends the monthly premium to the insurance carrier. The employee's payment must be received by the Board Treasurer by the above deadline.

The employee shall be considered on unpaid leave for purposes of this Section if the employee is on unpaid leave status on the first scheduled workday of the month.

If an employee takes an unpaid leave that lasts more than twenty (20) consecutive work days and returns to work prior to the end of the school year, the Board will recalculate the employee's remaining compensation and evenly distribute it over the remaining pays for the year. Such a recalculation shall occur only once in a given school year.

An employee is prohibited from working a job with another employer while the employee is on an unpaid leave of absence unless the reason for the leave is covered by the Family & Medical Leave Act and the individual is eligible for FMLA leave in which case the FMLA shall govern whether the person is permitted to work the other job.

D. ASSAULT LEAVE

1. The Board will provide up to a maximum of thirty (30) working days Assault Leave, wherein an employee who is absent due to physical disability resulting from a physical assault by a person(s) that occurs in the course of the employee's Board employment, and will maintain the employee on full pay status during the period of such absence under the following provisions:
 - a. The incident, resulting in the absence of the employee, must have occurred during the course of employment with the Board;
 - b. The employee who has been assaulted must furnish a written, signed statement on a form provided by the Board to request and justify use of Assault Leave. This form is different from and additional to the District's Incident Report Form, which needs to be filed immediately following the incident (i.e., before the end of the workday, unless the employee is prevented from doing so by the need to obtain medical treatment). Said statement shall completely describe the circumstances and behavior of all pertinent parties. The statement must be filed with the Superintendent within five (5) working days of the alleged assault unless the employee is incapacitated – then as soon as possible. The Superintendent/designee is responsible for designating an employee's absences to be Assault Leave;
 - c. In order to qualify for assault leave, the employee must seek medical attention within twenty-four (24) hours of the incident and furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before Assault Leave can be approved for payment. The Board may require a second medical opinion to substantiate the employee's physical inability to work;
 - d. An employee receiving Assault Leave must agree to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the person who committed the assault. If an employee elects to file charges with the appropriate authorities and court action results, said employee shall be granted leave to testify at the court proceeding, and no deductions will be made from the employee's sick leave.

- e. Payment of Assault Leave shall not be made until all paperwork required and requested has been submitted;
 - f. Employees shall not accrue Assault Leave from year to year;
 - g. Payment for Assault Leave shall be at the assaulted employee's rate of pay in effect at the time of the assault and based upon the employee's regularly assigned hours (i.e., it does not include any special or overtime assignments, including bus drivers' field trips);
 - h. Falsification of statement or fraud for securing Assault Leave is grounds for suspension or termination.
2. Assault Leave granted under these regulations will not be charged under Sick Leave earned or earnable under O.R.C. Section 3319.141.
 3. If the employee is disabled by the assault for longer than thirty (30) working days, the Superintendent may approve an extension of Assault Leave and may require a second medical opinion to substantiate such leave extension, unless the Board, at its discretion, wishes to extend such leave.
 4. If, during the thirty (30) day time period covered by this provision, an employee's absence resulting from the assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said employee with the same income he/she received at the time of his/her assault. The employee may pursue litigation against the person(s) perpetrating the assault.
 5. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.
 6. An employee who takes Assault Leave will meet with his/her immediate supervisor or the Building Principal prior to returning to work in order to discuss the situation and any steps that have been taken to address the behavior of the person who committed the assault, to the extent applicable.

E. FAMILY AND MEDICAL LEAVE ACT

The parties incorporate by reference the mandatory provisions of the Family and Medical Leave Act (FMLA) (as amended). FMLA entitlements shall be used concurrently with existing leave entitlements pursuant to federal law. Seniority shall accumulate during a FMLA Leave and existing life insurance shall be maintained.

F. PARENTAL LEAVE

A bargaining unit member who is about to become the parent of an infant child or who is a parent of an infant under one (1) year of age may request and be granted a Parental Leave of Absence without pay or benefits, upon compliance with the conditions set forth below. Parental Leave shall run concurrent with any FMLA leave for which the bargaining unit member is eligible.

1. The Parental Leave of Absence shall be for the balance of either the semester or fiscal/school year in which delivery is expected or de facto custody of a child being adopted is received (or prior to receiving such custody, if necessary to fulfill the requirements for adoption). The bargaining unit member must notify the Superintendent at the time he/she applies for Parental Leave whether the leave will be for the remainder of the semester or the fiscal/school year.
2. If possible, at least thirty (30) days prior to the requested date of the Parental Leave, the bargaining unit member shall file a written leave of absence request, or notice in the case of adoption, with the Superintendent. This request shall include:
 - a. A statement regarding the expected date of delivery, name of attending physician;
 - b. In the case of adoption, notification that the bargaining unit member has begun the adoption process, the name of the adoption official, and the expected date of receipt of custody;
 - c. Date on which leave is requested to begin; and
 - d. Anticipated date of return to service.
3. Upon return from an approved Parental Leave, the bargaining unit member shall be entitled to reinstatement to the same position that the employee held prior to the leave or, if such position is no longer available, to an equivalent position for which the employee holds valid, unexpired certification/licensure or is otherwise qualified.
4. A Parental Leave shall not exempt a bargaining unit member from decisions regarding contractual renewals relating to the bargaining unit member's appraisal and/or staff reduction.
5. Where the group insurance policy permits, a bargaining unit member on Parental Leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.
6. In the case of adoptions, timelines may be waived at the discretion of the Superintendent.

G. UNEXCUSED ABSENCES

1. Employee attendance as scheduled is essential to the operation of the School District. Unexcused absences, abuse of leaves, or falsification of a Leave request shall be grounds for disciplinary action up to and including employment termination.

2. An employee is absent without excuse if the employee misses work and is not entitled to a leave of absence pursuant to State or Federal law, or a provision of this Agreement.
3. An employee will not be charged with an “Unexcused Absence” if the reason the employee is out-of-work is an emergency situation as determined by the Building Principal and the employee makes up the missed time prior to the end of his/her work week.

H. NEOEADAY

Employees have the option of working or attending a workshop on NEOEA Day. If a workshop is for less than the employee’s regular work day, the employee is required to return to the employee’s regular work site following the conclusion of the program. The workshop shall be approved at least two (2) weeks in advance by the Superintendent/designee. When applying for the workshop, the employee must submit a written description of the program, including its location and start and end times, and how it applies to the employee’s work responsibilities. The employee will receive the employee’s regular hourly rate of pay for time spent at the workshop.

I. MILITARY LEAVE

Applicable law shall govern military leave.

J. COMPULSORY LEAVE

1. Release time shall be granted with pay when a bargaining unit member is required to perform jury duty. On those days that the bargaining unit member is not required to serve on jury duty, the employee shall report to the employee’s assignment. In order to receive this payment, the employee must submit certification from the court documenting the jury duty time served unless such certification is not issued by the court. Any employee who is regularly assigned to a shift that commences at 12:00 noon, or after, and who is required to serve all or part of the day on jury duty, shall be relieved from work consistent with this provision.
2. Release time will be provided with pay when a bargaining unit member is subpoenaed as a witness in a matter, provided his/her testimony is directly related to his/her duties as a bargaining unit member in the District.
3. The bargaining unit member shall retain any compensation he/she receives for serving on jury duty and any witness fees the employee receives based on the employee appearing at a proceeding pursuant to a subpoena, as described in the preceding paragraph.

K. ELDER CARE LEAVE

A bargaining unit member may request and be granted Elder Care Leave without pay or benefits, upon compliance with the conditions set forth below.

1. The Elder Care Leave may be taken for up to one (1) school year to care for a parent or step-parent. The Superintendent may extend the leave for up to one (1) additional school year at his/her discretion.
 2. The bargaining unit member must request the leave at least thirty (30) days prior to the first scheduled day of leave, absent extenuating circumstances. The bargaining unit member must file his/her written request for Elder Care Leave with the Superintendent, and the request must include the following:
 - a. Medical Certification consistent with the DOL's FMLA medical certification form, including the name of the physician and the reason the employee is needed to provide care for his/her parent or step-parent;
 - b. The date the leave is intended to begin; and
 - c. The employee's anticipated date of return to service.
 3. Upon return from an approved Elder Care Leave, the bargaining unit member shall be entitled to reinstatement to the same position that the employee held prior to the leave or, if such position is no longer available, to an equivalent position for which the employee holds valid, unexpired certification/licensure or is otherwise qualified.
 4. Use of Elder Care Leave shall not exempt a bargaining unit member from decisions regarding contract renewals/nonrenewals, including participation in the evaluation process, and/or reductions in staff.
 5. Where the group insurance policy permits, a bargaining unit member on Elder Care Leave may continue to participate in such benefits by making advance payment, on a monthly basis, of the total premium for such benefits.
- L.** Notwithstanding any other notice requirements set forth in this Article, employees must record their requests for / use of paid and unpaid leave through the District's automatic attendance software.

ARTICLE 17. LAYOFF PROCEDURE

- A.** In the event it is determined by the Board that a reduction of staff is required for any reason, including but not limited to financial reasons, employees will be reduced (i.e., their contract may be suspended in whole or in part) according to the following procedures:
1. Employee(s) will be reduced by classification according to their classification seniority, such that the least senior employee in a given job position within a classification will be the first to be reduced. The Superintendent will notify the Association President that a layoff needs to occur at least thirty (30) calendar days prior to presenting a formal recommendation to the Board to implement the layoff. As part of the notice, the Superintendent will identify the tentative number of positions that will be eliminated and a tentative list of the classifications to be affected.

2. Employee(s) reduced according to Paragraph A.1., above, shall "bump" into equal or lower job positions within their classification or any former job position held by the employee outside the employee's current classification, so long as that employee has more District seniority than the employee(s) in the equal or lower job positions within the employee's current classification or former job positions outside the employee's current classification.
3. For purposes of Article 17, "classification" means the classifications enumerated in Article 1.A, herein, and "job positions" means the job positions listed under each classification listed in Article 1.A. herein.
4. When an employee bumps into an equal or lower job position within the employee's current classification or a previously held job position outside the employee's current classification, the employee shall be given experience credit for the year(s) spent in the current job position when being placed on the salary schedule in a previously held job position (e.g., if the employee was at Step 3 in position A, then moved to position B where he/she worked for two years, and then was bumped back to position A, the employee will be credited with a total of five years and placed on Step 6 of the salary schedule in position A).
5. Any probationary employee reduced in classification, or laid off, shall retain recall rights for a period of twelve (12) months to the employee's original position, during which time the Board shall not hire, nor promote anyone, to the job position of reduction or layoff until all reduced or laid-off employees are offered reinstatement as outlined in Paragraph A.6, below. All other employees who are reduced in classification, or laid off, shall retain their recall rights for a period of three (3) years, or until they are reinstated or their recall rights are terminated as described below, whichever occurs sooner. Laid-off or reduced employees shall have the first opportunity for all vacant equal or lower-rated jobs in their respective classification. If an employee is subject to layoff, the employee shall have the option of accepting the layoff or being reduced in classification.
6.
 - a. The laid-off employee shall provide the Board Treasurer with the employee's current mailing address, telephone number, and any other pertinent information. In the event of recall, the employee being recalled shall be notified by registered mail to the employee's last known address, according to Central Office records, as to the date the employee is expected to return to work. If notice of recall is returned unclaimed or with any indication that a current address is unknown, then the notice of recall so returned shall be treated as received and as a failure to respond to the offer of reinstatement.
 - b. Each employee recalled shall be given five (5) calendar days' notice from the date the letter was received to respond to a registered reinstatement letter (i.e., to accept the offer of reinstatement). Failure to respond (to the Superintendent/designee) to an offer of reinstatement shall terminate an employee's seniority and recall rights. Copies of recall notices will be sent to the Association President for informational purposes only.

- c. Employees who have completed their probationary period whose contract has been suspended under this Section shall not lose the right to restoration of employment by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the District.
7. Employees will only be able to bump into an equal or lower-rated job position in the employee's current classification or a former job position outside the employee's current classification if they are qualified and able to perform the duties of that position.
8. An employee whose contract is suspended in part (i.e., who is required to work a percentage of the time the employee is otherwise required to work under the contract) shall receive a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

B. SENIORITY

1. "District seniority" will accrue to employees and is defined as the employee's continuous full-time service with the Board from the most recent date of hire.
2. "Classification seniority" is defined as the employee's continuous full-time service in the employee's most recent classification.
3. "Full-time service" is defined as the minimum hours of the workday for each classification specified in Article 8, Section C herein.
4. Continuous service is established as the most recent date of hire as reflected in official Board minutes. An employee shall not accumulate seniority during the probationary period; however, upon completion of the probationary period, the continuous seniority shall be from the employee's most recent date of hire.
5. When employees have the same hire date, seniority shall be determined by the earliest date of application for employment and, if the same, then by a flip of the coin.
6. Seniority shall accrue during any approved leave of absence of one (1) year or less.

C. Seniority shall be terminated upon:

1. Discharge;
2. Resignation (i.e., severing employment with the District);
3. Failure to report within ten (10) days after termination of a leave of absence;
4. Failure to report to work within ten (10) days after receipt of mailing of notification of recall by certified mail to the last known address;
5. For probationary employees, layoff for a period of twelve (12) consecutive months.

ARTICLE 18. PROMOTIONS

- A.** When a bargaining unit position becomes vacant due to resignation, retirement, death, creation of a new position or termination (after all appeals have been concluded), and the Board/Superintendent decides to fill the position, the vacancy shall be announced within five (5) workdays of the Board/Superintendent deciding to fill it, or within five (5) days of a substitute being placed in the position, whichever is earlier. Notices of bargaining unit job vacancies shall be e-mailed to all employees and may be posted at each School District job site. The job vacancy notice shall remain open for a period of ten (10) work days, during which time employees may apply for the vacancy. The Board will complete the hiring process within forty (40) work days of the close of the notice period. A copy of the vacancy notice shall be mailed to any employee on layoff. The notice shall include the job title, the number of scheduled hours/day and days/year, the salary range, and the deadline for applications to be submitted. Nothing in this provision shall require the Board to fill a vacant position.
- B.**
1. If an internal employee applies for a vacant position, the Board will interview the individual.
 2. Any employee who is promoted from a lower-rated to a higher-rated classification within a Department shall be placed on the same step level of the new classification (e.g., Cook to Manager Cook).
 3. Any employee who is transferred from a lower-rated to a higher-rated classification outside his/her Department shall be placed on that step of the Wage Schedule resulting in at least a \$0.50 per hour wage increase (e.g., Janitor to Bus Driver).
 4. Any employee who is transferred from a higher-rated to a lower-rated classification inside or outside his/her Department shall be placed on that step of the Wage Schedule resulting in the lowest wage decrease possible, unless the employee is demoted for cause, in which case the employee may be placed in the same step level of the new classification.
 5. The Step 15 pay rate for all classifications will be the determining factor for deciding the higher- or lower-rated classification.
- | | | |
|-------|-----------------|-----------------|
| E.g., | Mechanic | Bus Drivers |
| | STEP 15 \$28.84 | STEP 15 \$27.07 |
- Mechanic is the higher rate classification.
- C.** Subject to Section D, below, all employees regardless of current classified position in the bargaining unit shall be considered for transfers or promotions. If a current employee has up-to-date information in the District's online application service – i.e., it has been verified within the last 12-months – the employee need only submit an electronic notice of interest to be considered, along with any other information that the employee wants the Administration to consider when reviewing the individual's qualifications for the position; otherwise, the employee must complete an application through the District's online

application service. Such factors as attendance, evaluations, work history, skills, certification or licenses, and other qualification shall be considered by the Board. The best qualified candidate shall be selected.

- D. No employee shall be permitted to bid on any combination(s) of vacancies in positions covered by this Agreement when such combination(s) result in the employee being regularly scheduled to work a combined total of more than forty (40) hours per week without Superintendent/designee approval.

ARTICLE 19. BUS WASHING

- A. Bus washing shall be scheduled by the Transportation Supervisor/designee, on an as needed basis.
- B. Each driver shall be paid for one (1) required bus washing per month (except June and July) at the bus driver's regular hourly rate. Payments shall not exceed a maximum of one (1) hour per one (1) bus washing or two (2) van washings, except if the driver is directed to drive the bus to a location off-school property to have it washed, the driver will be paid for his/her actual time, with a minimum of one (1) hour.
- C. At the August Drivers Meeting, drivers who do not want to wash their bus during the upcoming school year need to provide written notice to the Transportation Supervisor. Likewise, drivers who are willing to wash other drivers' buses need to submit written notification to the Transportation Supervisor. The Transportation Supervisor will conspicuously post the list of buses needing to be washed and assign them on a rotating basis to the drivers who expressed a willingness to wash extra buses. The employee doing the washing shall be paid at the bus driver's regular hourly rate. Payments shall not exceed a maximum of one (1) hour per washing.
- D. Additional bus washings may be required as directed by the Transportation Supervisor. Pay for the additional washings will be at the bus driver's regular hourly rate. Payments shall not exceed a maximum of one (1) hour per washing.

ARTICLE 20. PHYSICAL EXAMINATIONS

School Bus Drivers shall be paid a flat stipend for their time associated with receiving their annual physicals, provided the physicals occur over the summer break prior to the bus drivers' bid meeting, and any other physical that the Board may require an employee to receive. Compensation in the amount of Thirty-Five Dollar (\$35.00) shall be paid for the day the physical is taken prior to school opening, provided the employee passes the physical and is employed. For drivers who receive health insurance through the Board's program, the cost of the physical, if performed by an in-network physician, is covered per the Stark County Plan. If the Plan changes, the Board will reimburse the employees for any out-of-pocket costs associated with physicals performed by an in-network physician. For drivers who receive health insurance through the Board's program but elect to have the physical completed by a physician outside the network, the employee will be responsible for the cost of the physical as detailed in the Stark County Plan. If a driver does not receive health insurance through the Board's program, the Board will pay for his/her annual physical provided it occurs through a Board-designated facility. Nothing herein shall affect the

Board's and/or employees' rights under the Americans with Disabilities Act (ADA) and/or the Family and Medical Leave Act (FMLA).

ARTICLE 21. BUS ROUTES

- A.** The Administration will designate a maximum of four (4) routes as premium routes based on there being students with special needs on the routes. Drivers selecting a premium route will be compensated with an additional Forty Cents (\$0.40) per hour.
- B.** Annually, the Board may post up to four (4) "Summer Test Driver" positions for the purpose of driving some of the proposed routes for the upcoming school year to verify times and directions and identify potential problems on the routes. The Administration will select the drivers. The drivers will be paid their regular rate.
- C.** The Transportation Supervisor shall post all regular bus routes according to bus number, capacity, times and routing description (including the applicable school calendar for routes involving community and/or chartered nonpublic schools and Cuyahoga Valley Career Center ("CVCC")), and all "variable route assignments," no later than seven (7) days prior to the earliest school opening for any school served by the Twinsburg City Schools' Transportation Department, in the Transportation Supervisor's Office, for all Bus Drivers to view.

The following procedures shall apply to Bus Drivers who bid on routes involving transportation of students attending community and/or chartered nonpublic schools and/or CVCC:

- 1. They must drive their routes on all contracted work days pursuant to the Twinsburg bus driver calendar unless it is a Calamity Day in which case Paragraph 3 below shall control.
- 2. A Bus Driver who bids on a route involving transportation of students attending community and/or chartered nonpublic schools and/or CVCC who does not want to drive on noncontracted work days pursuant to the Twinsburg bus driver calendar (except for days that fall after the close of the District's school year, which are offered as Summer Routes as detailed in Section R, Paragraph 4) must provide the Transportation Supervisor a minimum of five (5) work days' notice before the noncontracted work day(s) that the employee plans not to drive because the District's schools are closed. The Transportation Supervisor will use the Extra Duty List (see Paragraph R below) to select a substitute driver to cover for those day(s).
- 3. A Bus Driver who bids on a route involving transportation of students attending community and/or chartered nonpublic schools and/or CVCC who does not want to drive on all Calamity Days for that school year when the District's schools are closed due to a calamity and the community and/or chartered nonpublic schools and/or CVCC is/are open must provide written notice to the Transportation Supervisor of the employee's intent at the August Bid Meeting. Likewise, Bus Drivers who do not bid on a route involving transportation of students attending

community and/or chartered nonpublic schools and/or CVCC but are willing to drive available Calamity Day runs (this commitment is for the entire school year) must submit written notice of their interest to the Transportation Supervisor at the August Bid Meeting. Following the August Bid Meeting, the Transportation Supervisor will assign the vacant Calamity Day runs to Bus Drivers who submitted written notice based upon seniority. If there are not enough Bus Drivers who submitted written notice to drive on Calamity Days, the least senior Bus Driver(s) who bid on the original route(s) shall have to drive all Calamity Days during that school year. Bus Drivers who drive Calamity Day routes are entitled to extra calamity day pay for time they actually work on the District-Calamity day driving students to the open community and/or chartered nonpublic schools and/or CVCC. See Article 12. Bus Drivers who are responsible for driving on Calamity Days are required to drive the entire school year unless they are absent due to use of sick leave, pre-scheduled personal leave, or an emergency.

A “variable route assignment” represents a regular bus driving assignment that is bid annually and involves the driver being given different assignments that may vary from day-to-day, based on operational needs as determined by the Transportation Supervisor/designee. While the start/end times for variable route drivers may vary from those of regular bus drivers, variable route drivers will not be required to report to work more than fifteen (15) minutes before the earliest start/reporting time for a regular bus driver.

- D.**
1. To facilitate bus drivers’ selection of their routes, annually the District will conduct a mandatory Bid Meeting at least three (3) calendar days prior to the earliest opening for any school served by the Twinsburg City Schools' Transportation Department. Drivers must appear in person at the Bid Meeting or, in the case of an emergency or other valid excuse, have a colleague attend the Bid Meeting with his/her proxy (a driver who sends a person with the driver’s proxy, must ensure that the person with the driver’s proxy attends the meeting with the driver’s assigned Group). Prior to the Bid Meeting, drivers will be divided into groups of five (5) based upon their seniority (e.g., the five (5) most senior drivers will be in Group 1, the next five (5) most senior drivers in Group 2, etc.). The Groups will meet in thirty (30) minute increments, with the Group with the most senior drivers meeting first. Within a Group, the drivers will select their route based upon their seniority; each driver will have five (5) minutes to make a selection. If a driver or the person with the driver’s proxy is not present when the driver’s turn arrives, the driver will move to the end of the Group and the driver / the driver’s proxy appears before the end of the driver’s Group’s thirty (30) minute period, the driver will be provided a final opportunity to select a route after the other drivers in the Group have made their selections. Drivers or their proxies who do not appear with their assigned Group, will be provided a final opportunity to select a route from those remaining after all of the Groups have met with the Transportation Supervisor. If a driver does not attend the Bid Meeting or send a person with the driver’s proxy, the Transportation Supervisor shall assign a route to the driver. Bus drivers will be paid for thirty (30) minutes for attending their Bid Meeting. (Individuals who have a proxy for another driver will not be compensated for attending the Bid Meeting

on behalf of the other driver.). The Association may have two union representatives attend the entire Bid Meeting to oversee the process, but such observers shall not be compensated for their time at the Bid Meeting.

2. Once made, route selections cannot be changed, except as provided in Sections c and d, below.
 - a. The assigned regular bus route shall be effective the first day of school and shall remain in effect for the entire school year unless the route is eliminated or changed.
 - b. The route assignment shall delineate the school buildings, student population, and residential areas to be served.
 - c. Additions and deletions to bus routes may be made at any time. However, if more than thirty (30) minutes are added to a route, it must be offered to all drivers who are more senior than the current driver. If a more senior driver takes the current driver's route, that replaced driver shall take the more senior driver's route (i.e., the more senior driver will effectively switch routes with the driver whose route has had more than thirty (30) minutes added to it subsequent to the original bid meeting). This provision applies to all additions to regular bus routes (AM and/or PM) except those involving an addition of time that results from the District adding or modifying a homeless student's stop or changes involving the non-permanent transportation (i.e., transportation that is not intended to run through the end of the school year) of a special education student. No changes to a route after October 1 of a school year will result in a driver losing his/her eligibility for health insurance benefits, unless the change results from financial circumstances that cause the Board to change the level of transportation services provided to students in the community or a private school closes.
 - d. A driver who ends the school year with health insurance benefits shall continue to have equivalent health insurance benefits (i.e., will pay the same level of premium contribution as the prior year) through the end of September, as long as the driver bids on a route for the new school year that is estimated at the time of the bid meeting to qualify the driver for health insurance benefits for the new school year. (For example, a bus driver who drove a 6.25 hour route during the 2021-2022 school year, and bids on a 5.75 hour route, which is the best available for the 2022-2023 school year, will continue to pay the 30 or above hour premium contribution through September, 2022, and will only have the driver's premium contribution altered to the 28 to 30 hour premium contribution rate effective October 1, if there are no additions to the driver's route by that date).
- E. After the initial route assignment, and in the event a new or vacant route becomes available during the school year, the route shall be posted for a period of five (5) days and then the Transportation Supervisor will conduct a bid meeting to fill the new/vacant position along

with any subsequent vacancies that arise from filling the initial new or vacant position. The bid meeting will occur following the end of the majority of morning routes. If a driver cannot attend, the driver may assign a proxy to bid/apply for the new/vacant position or any resulting vacancy that arises as a result of filling the initial new or vacant position. Drivers who attend the bid meeting do so voluntarily and will not receive pay for their attendance. If a driver bids on a position that reduces the driver's regularly scheduled hours, the driver's health insurance will be adjusted as appropriate in accordance with Article 29, Paragraph E. Each position shall be assigned to the Bus Driver holding the highest seniority who bids/applies for the position.

- F.** The Board shall provide to all Bus Drivers, within the first thirty (30) days of school (each year), a complete list of the names of the students to be picked up on the driver's assigned route.
- G.** Assigned parking shall be provided for all Bus Drivers during their normal driving hours.
- H.** During the school year, drivers may request assistance in maintaining discipline and ensuring passenger safety. Such assistance may be provided subject to the approval of the Superintendent/designee.
- I.** Additional time shall be paid upon Board verification of special circumstances en route, or if the assigned route is verified by the Board to exceed the normal five (5) hour workday.
- J.** No driver is entitled to hold more than one (1) extra pay run (e.g., Kindergarten after-school tutoring, etc.) at the same time. A mid-day route is not considered an extra pay run.
- K.** The Board reserves the right to hire up to five (5) permanent substitutes for the Transportation Department. Permanent substitutes will be assigned/scheduled on a daily and/or semi-daily as needed basis, no more than four (4) hours per school day unless subbing for absent employee(s). Permanent substitutes shall be paid at the Bus Driver base rate (i.e., Step 1). Years of service as a permanent substitute count towards classification and District seniority. If the Transportation Department does not need the permanent substitute, the permanent substitute may be reassigned to other duties. Ordinarily, permanent substitutes shall be used to substitute for regular drivers who are absent from their assigned routes or to drive field trips when regular drivers are not eligible for such routes pursuant to this Agreement. Permanent substitutes will not be used to wash buses, unless no regular driver wants the duty, or for extra duty rotation assignments that commence after the regular morning routes conclude and are completed prior to the start of the afternoon regular routes, unless no regular driver accepts the extra duty rotation assignment.

The Board also has authority to employ bus drivers in "variable route assignments." Individuals who bid on or are assigned to a "variable route assignment" will be regularly employed for 6.25 hours per school day. Annually, the Board will employ at least three (3) variable drivers.

- L.** No driver shall be permitted to bid on any combination(s) of vacancies in positions covered by this Agreement when such combination(s) result(s) in the driver being regularly

scheduled to work a combined total of more than forty (40) hours per week without Superintendent/designee approval.

- M. Bus drivers who accumulate six (6) or more driving violation points may have their employment suspended or terminated.
- N. A driver shall within seven (7) calendar days notify the Administration upon receipt of a traffic citation and shall again within seven (7) calendar days notify the Administration of disposition of the citation. Similarly, a driver must notify the Administration if the driver is arrested and/or convicted of a crime within seven (7) calendar days of the arrest or conviction. Failure to provide to the Administration with the notice specified in this Paragraph may result in the employee being disciplined.
- O. In situations covered by M. above, the Board may, at its discretion, allow a transfer to a position not requiring a CDL.
- P. The Transportation Supervisor will assign bus attendants to their routes based upon the needs of the children on each vehicle. When in the opinion of the Transportation Supervisor two or more bus attendants are equally qualified to address the needs of children on a given route, the bus attendant with the most seniority will be assigned to the longer route.
- Q. When a substitute attendant is needed for a route, the route will be offered to available bus attendants before being offered to drivers. No permanent substitutes will be used as a bus attendant for mid-day routes, but they may be used to substitute as a bus attendant for A.M. and P.M. routes.

R. EXTRA DUTY / SUMMER BUS ROUTES

- 1. There shall be two (2) lists of additional work. One (1) shall be “extra duty,” as defined below, and the other shall be “Summer Bus Routes.”
- 2. The Summer Bus Routes list shall be compiled prior to the last day of school and shall consist of all summer routes that are known to exist at that time. Summer routes shall be offered by seniority, starting with the most senior driver, and going down the list. Drivers may take one (1) or more routes as long as the route times do not conflict with each other. Any summer routes that come in after the bidding of routes shall be offered by seniority, starting with the most senior driver, and going down the list. A driver who accepts a route, but already has a route assigned that conflicts with the new route, shall give up the older route which then shall be offered by seniority, starting with the most senior driver, and going down the list. This process shall continue until all of the “new” and “older” routes have been assigned. All drivers are eligible for any routes that come in after the original routes have been bid, whether or not they bid for a summer route originally.
- 3. “Extra duty” assignments shall be offered on a daily basis except in the following three cases: (a) when a driver or aide knows ahead of time that driver/aide will be off for more than one day in a row; (b) when a driver is needed for an entire week or more due to conflicting school schedules; and (c) when summer bus cleaning is

needed for more than one day. Assignments falling within the three (3) identified categories will be offered by seniority from the top of the list going down until all of the assignments are filled.

4. “Extra duty” includes, but is not limited to, any extra work such as the cleaning of buses, office work such as copying and preparing mailers (but answering phones and dispatch work is not considered extra duty), transporting a bus for repair or for other reasons, midday substitutions, or for other reasons as determined by the administration. Mid-day substitutions shall be offered on a daily basis except when a regular driver knows that the driver shall be off work for more than one (1) day. Drivers whose regular school year assignments (other than Twinsburg) go into the summer due to the schedule of the run, shall have the option to finish the regular school year non-Twinsburg assignment. If the driver chooses not to complete it because it runs into the summer, the run shall be offered as if it were a Summer Bus Route (see Paragraph 2 above). Non-summer bus washing and field trips are not considered “extra duty” assignments and are treated separately in Articles 19 and 22.
5. “Extra duty” assignments will be filled as soon as possible after the determination is made that “extra duty” work is needed.
6. Best efforts will be made to offer the “extra duty” assignments in the order that they are received by the Transportation Department.
7. If a driver/aide’s “extra duty” assignment is canceled in full, that person will be offered the next “extra duty” assignment that is not yet assigned. If driver/aide declines that “extra duty” assignment, that person goes back into the seniority rotation.
8. If a driver/aide declines an “extra duty” assignment, the driver/aide will stay on the seniority rotation for “extra duty” assignments, unless the driver/aide notifies the Transportation Supervisor in writing that the driver/aide does not want to be considered for “extra duty” assignments. If a driver would like to again be considered for “extra duty” assignments, the driver/aide must notify the Transportation Supervisor in writing of this request.
9. To the extent the Board employs a bus driver in an On-Board Instructor (“OBI”) capacity, the driver will be paid at the driver’s regular hourly rate for such work.

ARTICLE 22. FIELD TRIPS

- A. There shall be four (4) rotating lists (Field Trips Boards) established for the posting and assigning of field trips.
 1. Field Trips.
 2. Field Trips involving an overnight stay (“Overnight Trips”).

3. Field Trips involving eight (8) or more hours in a single school day (“8-Hour Trips”).
4. Bonus Trips.

B. ROTATING TRIP LIST/POSTING:

1. The Transportation Supervisor shall provide notice of available field trips for the subsequent two (2) weeks by Tuesday at 9:00 a.m. Drivers will make their selections and return bids to the Transportation Office by Wednesday at 5:00 p.m. Finalized trip assignments will be placed in the Drivers’ mailboxes no later than ten (10) minutes prior to commencement of the Drivers’ Thursday afternoon route.
2. Only regular drivers may bid on Field Trips. Drivers may not bid on and will not be assigned to Field Trips that conflict with their regular routes unless it is an 8-Hour Trip or an Overnight Trip.
3. A copy of the Field Trip, 8-Hour Trip, Overnight Trip and Bonus Trip assignment boards will be posted/displayed in the Transportation office.

Drivers may attend the meeting when the Field Trips assignments are made but shall receive no compensation for that time. The meetings will occur on workdays at the Bus Garage and will be scheduled to commence between the conclusion of the morning routes and prior to the start of the afternoon route.

4. Field Trips shall be electronically requested and approved using the form available through the District’s transportation software. 8-Hour Trips and Overnight Trips will be assigned by seniority using the applicable rotation boards as they are submitted to the Transportation Department.
5. A Field Trip Acceptance List, an 8-Hour Trip Acceptance List, and an Overnight Trip Acceptance List shall be maintained and available for review. The Lists shall include:
 - a. Date/time Field Trip / 8-Hour Trip / Overnight Trip transmitted to bus garage
 - b. Field Trip / 8-Hour Trip / Overnight Trip number
 - c. Date of Field Trip / 8-Hour Trip / Overnight Trip
 - d. Nature of Field Trip / 8-Hour Trip / Overnight Trip
 - e. Length of Field Trip / 8-Hour Trip / Overnight Trip
 - f. Name of employee accepting Field Trip / 8-Hour Trip / Overnight Trip

C. FIELD TRIP / 8-HOUR TRIP / OVERNIGHT TRIP ASSIGNMENT:

1. Field Trips, 8-Hour Trips and Overnight Trips will be assigned by seniority, beginning with where the previous week's Field Trips, 8-Hour Trips, and Overnight Trips lists left off. This rotation will be followed until all trips have been assigned.
 - a. If a driver does not submit a trip selection sheet then NTS ("No Trip Selection") will be placed in the driver's trip selection space.
 - b. If there is no trip available then NTA ("No Trip Available") will be written in that space.
2. Trading Trips: Drivers may trade trips, but it is their responsibility to make the trade and notify the Transportation Supervisor.
 - a. A driver is not permitted to give another driver a trip without trading it for another trip assigned to the other driver. Any trades should occur as early as possible.
 - b. The Transportation Supervisor must sign-off on the trade prior to the trips.
3. Turning in a Trip: If a driver is unable to drive a trip and is unable to make a trade, the driver must turn in the trip and the Transportation Supervisor will fill the trip in accordance with Article 22.F, as an emergency.
4. Trip Cancellations:
 - a. If a trip is cancelled after the trip has been awarded, the affected driver will be placed at the top of the list on the following week's Field Trips, 8-Hour Trips, Overnight Trips or Bonus Trips list (whichever is applicable). If multiple trips are cancelled in a given week, the affected drivers will be placed on the following week's applicable list in the order in which the trips were cancelled. For example, the first affected driver will be given his/her first selection the following week, followed by the second affected driver, etc., until all affected drivers are provided a replacement run, followed by filling the remaining runs based on the regular rotation list.
 - b. If a driver shows up for a trip and the trip is cancelled, the driver will be paid for two (2) hours.
5. Meal Reimbursement:

Drivers who drive overnight trips may be reimbursed for meals per Board Policy 6550. Drivers must submit to the Transportation Office, within two (2) weeks of the trip, reimbursement documentation on the appropriate form as well as itemized receipts.

- D. BONUS TRIPS:** These are trips that come in after the week's field trips have been assigned.
1. The Bonus Trip list will follow its own rotation; it begins where it was last left off.
 2. Bonus trips are either the next driver on the rotation list takes the trip or the Supervisor moves on to the next driver.
 3. A driver may accept a bonus trip and later turn it in without penalty.
 4. If there are multiple bonus trips in a given week, the next driver in rotation may select which trip the driver prefers.
 5. If a Bonus Trip is cancelled, the driver shall be placed at the top of the Bonus Trip list.
- E. SUBSTITUTE DRIVERS / PERM SUBSTITUTES / VARIABLE DRIVERS:** They shall be assigned Field Trips when a trip would interfere with a bus driver's regular route.
- F. EMERGENCY SITUATIONS:** In emergency situations during the workweek (e.g., "field trip requests that arrive in the Transportation Office less than 2-hours prior to the field trip's departure time," bus accidents that require another bus to be dispatched to the location to transport students), the Transportation Supervisor may assign the first available driver to fulfill the trip, including a Mechanic or other District employee who holds a CDL, regardless of whether the individual is a member of the bargaining unit. In emergency situations that occur during the weekend (i.e., field trip requests that occur after 4:00 p.m. on Friday), drivers may request to have their names included on a list of drivers who are willing to accept such runs, and the runs will be awarded based on seniority utilizing a rotation list.
- G.** All lists will be maintained beyond the school year and shall carry over from year to year.
- H.** A driver's position in rotation on the Field Trip, 8-Hour Trip, Overnight Trip, and Bonus Trip Boards shall be indicative of his/her seniority. If a driver does not desire to be assigned Field Trips, 8-Hour Trips, Overnight and/or Bonus Trips in a given school year, he/she may withdraw his/her name from the applicable rotation list (Field Trip, 8-Hour Trip, Overnight and/or Bonus Trip Board).
- I.** Drivers shall be paid \$18.00 per hour for field trips.
- J.** Bus Drivers who fail to report off and do not appear at the assigned location ten (10) minutes prior to the scheduled departure shall be replaced without pay. Another Bus Driver will be assigned as a replacement.

- K. With prior notice to the teacher/coach/extracurricular advisor in charge of the Field Trip, Bus Drivers are permitted to leave the Field Trip Location one-time for a maximum of 80-minutes (for every five (5) hours worked on the Field Trip) to obtain food at a public establishment. (For example, if the trip lasts for twelve (12) hours, the Bus Driver may have two 80-minute meal periods). The Bus Driver may not park the bus on or by private residences. Bus Drivers must remain within 10-minutes of the Field Trip Location and must be able to return within 10-minutes if the need arises as communicated to the Driver by the teacher/coach/advisor.

L. **CITY OF TWINSBURG (“CITY”), TWINSBURG TOWNSHIP (“TOWNSHIP”), AND VILLAGE OF REMINDERVILLE (“VILLAGE”) SPRING BREAK AND SUMMER RECREATION PROGRAMS (“RECREATION PROGRAMS”):**

1. So long as the Board contracts with the City/Township/Village to provide transportation for the Recreation Programs, the Board will use its school buses, which will be driven by TSSA bargaining unit members in the Bus Driver classification (“Bus Drivers”). Bus Drivers driving during the Recreation Programs will be serving as employees of the Board.
2. Transportation for the Recreation Programs that occurs over Spring Break will be considered Field Trips.
3. Transportation for the Recreation Programs that occur during the summer will be either Summer Bus Routes (see Article 20(P)(2)) or Field Trips as described above. Summer Bus Routes will consist of picking up Recreation Program participants at or near their homes, transporting the participants to a fixed, regular Recreation Program location (e.g. the City of Twinsburg Fitness Center, Reminderville Recreation Center, etc.), and transporting participants from a fixed, regular Recreation Program location back home. Field Trips will consist of transporting Recreation Program participants from a fixed, regular Recreation Program location to/from a special location (e.g., the zoo) during the regular hours of operation of the Recreation Program.
4. Posting and award of Summer Bus Routes for the Recreation Programs shall be pursuant to Article 21(Q)(2). Compensation for Summer Bus Routes shall be at the driver’s regular rate.
5. Field Trips for the Recreation Programs shall be offered first to employees who are driving for the regular routes for the Summer Recreation Programs, on a rotation basis. If additional drivers are needed for Camp Field Trips, the additional drivers will be selected through use of the Summer Bonus Trip Rotation; drivers who want to be considered for Summer Bonus Trips must affirmatively notify the Transportation Supervisor prior to the last work day of the regular school year. Compensation for these Field Trips shall be Eighteen Dollars (\$18.00) per hour. Bus Drivers for Field Trips shall remain at a special Field Trip location after drop-off and until it is time to transport participants back from the special Field Trip location.

M. USE OF OUTSIDE TRANSPORTATION SERVICE:

1. The Board may utilize an outside service to transport (a) four (4) or fewer students with disabilities who are going in a single vehicle to an outside facility, or (b) students who are being transported because of homelessness or foster care placements. When such circumstances arise, the Superintendent will notify the Association President in writing, explaining the situation. If the “cap” concerning the number of students with disabilities on a single vehicle is exceeded, the District will have twelve (12) weeks to procure a vehicle to begin transporting the students with a District Bus Driver. If at the end of the twelve (12) week period, the District has been unable to hire a qualified Bus Driver despite exercising a good faith effort, the Transportation Supervisor will update the Association President and Superintendent that the vehicle has been procured but the District is continuing to work to employ a new Bus Driver. The Transportation Supervisor will update the Association President and Superintendent on a quarterly basis if the District continues to have difficulty employing a new Bus Driver. The District represents that it will act in good faith to attempt to use District drivers when feasible and financially responsible. The District’s analysis for a specific situation will be revisited prior to the start of each school year. Annually, the Transportation Supervisor will notify the Association President and the Superintendent of the number of students with disabilities that are being transported by an outside service pursuant to this Paragraph, along with the name and location of the outside facilities those students are attending.
2. The Board may utilize an outside transportation service to transport students to athletic competitions (e.g., softball games) that occur after school but which commence prior to the bus driver who bid on the Field Trip completing his/her assigned regular afternoon route. The regular driver who bid on the field trip, however, will be responsible for driving to the location of the athletic competition after he/she completes his/her regular afternoon route and transporting the students back to the District following the competition.

ARTICLE 23. CONTROLLED SUBSTANCE & ALCOHOL TESTING
POLICY FOR SAFETY SENSITIVE POSITIONS & OTHER CLASSIFIED
EMPLOYEES WITH REASONABLE SUSPICION

A. STATEMENT OF POLICY

In order to provide and maintain a safe environment in which to maximize commitment to the mission of education, the Board prohibits employee use of alcohol and/or controlled substances while in the discharge of duty, which shall include, but not be limited to, employment functions designated as Safety-Sensitive. To this end, the Board shall utilize a multi-faceted Controlled Substance and Alcohol Testing Program (CS/AT) to deter and detect employee use of such substances.

B. STATEMENT OF BENEFIT

In addition to the broad goal of furtherance of educational mission, specific benefit areas shall include:

1. A primary goal of safe transportation of students as evidenced by reduction and/or deterrence of roadway accident occurrence and a simultaneous avoidance/reduction of insurance cost.
2. The provision of information toward employee education and increased alcohol/drug awareness as related to performance of Safety-Sensitive Employment Functions (SSFs).
3. The provision of a workplace environment that provides a structured opportunity for the rehabilitative efforts of employees.
4. The provision of increased employment selection and screening information that promotes positive selection and retention of employment candidates who exhibit positive characteristics.

C. STATEMENT OF INCLUSION

Employees whose primary employment function is designated as "Safety-Sensitive" shall be subject to Controlled Substance and/or Alcohol Testing (CS/AT). Specifically, "Safety-Sensitive" employees for purposes of inclusion to CS/AT shall include the following: Any employee who is a licensed CDL holder and whose job description requires operation of a motor vehicle that transports students (e.g., Bus Driver, Mechanic) and Snow-Plow Drivers.

D. STATEMENT OF EMPLOYMENT-RELATED TESTING CIRCUMSTANCES

Controlled Substance and Alcohol Testing is required as a condition of employment. Covered Employees are prohibited from refusing to submit to testing. Testing is applicable to the following circumstances:

1. Pre-Employment Testing:

An applicant who receives a conditional offer of employment, shall be notified that he/she will be subject to CS/AT. Such an applicant shall submit to and be tested for the presence of a Controlled Substance and/or Alcohol as a pre-qualification condition of employment. The applicant may not be offered employment without: (a) a Verified Negative Drug Test result; and (b) a test result of alcohol concentration less than 0.04. The Board may elect not to administer the alcohol test if conditions delineated in the regulations are present.

2. Post-Accident Testing:

Covered Employees involved in an accident in which there is (a) loss of human life, or (b) a citation issued under State or local law for a moving traffic violation, must

be tested as soon as is reasonably possible, subject to limitations prescribed by the regulations. Post-accident information and procedures shall be disseminated to employees relevant to facilitating requirements of post-accident testing. Covered Employees shall also be subject to post-accident test as required by State law or regulation.

3. Reasonable Suspicion Testing:

Covered Employees shall submit to and be tested at the request of a Trained Supervisory Employee in the event that sufficient information exists to support a position of reasonable suspicion that the Covered Employee may be under the influence of a Controlled Substance and/or Alcohol. In proceeding to test the Covered Employee, the respective time-frame requirements for Alcohol or Controlled Substance detection must be met.

4. Random Testing:

Covered Employees are subject to mandatory CS/AT on an unannounced and random basis subject to the following parameters:

a. Number of Covered Employees to be Tested:

Every Covered Employee is eligible and subject to random CS/AT.

(1) Alcohol-Related Testing:

The number of Alcohol-Related Tests administered shall be equal to an annual rate of not less than twenty-five percent (25%) of the total number of positions (Drivers, Mechanics, and Snow-Plow Drivers).

(2) Controlled-Substance Testing:

The number of Covered Employees selected shall be equal to an annual rate of not less than twenty-five percent (25%) of the number of positions (Drivers, Mechanics and Snow-Plow Drivers), unless a lower rate is permitted under District Administrative Guidelines.

b. (1) Selection Method:

A "Scientifically Valid Method" provided by the Board-selected drug-testing facility, such as a random number table or a computer-based random number generator, that is matched with Covered Employees' social security numbers or payroll identification numbers shall be utilized.

- (2) The "Pool" will be complete at every testing interval, i.e., even after being tested each and every Covered Employee will be "returned" to the "Pool" and have an equal chance of selection at each and every selection opportunity.

c. Testing Time Restriction:

Employees shall be tested only under the following employment conditions:

- (1) While performing SSFs;
- (2) Immediately before performing SSFs;
- (3) Immediately after performing SSFs.

5. Return-To-Duty/Follow-Up Testing:

Employees who have violated Board Policy prohibiting use of alcohol and/or controlled substances shall be subject to Return-to-Duty/Follow-Up Testing.

a. Return-To-Duty Testing:

Return-To-Duty Alcohol Test indicating an alcohol concentration of less than 0.02 and/or a Verified Negative Drug Test result is required before returning to a SSF.

b. Follow-Up Testing:

Employees identified by a Substance Abuse Professional ("SAP") as needing further assistance to resolve CS/AT issues, and who have been returned to Safety-Sensitive duty through Return-To-Duty Testing, are subject to unannounced Follow-Up Testing. The number and frequency of such Follow-Up Testing shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following return to duty. In addition, depending on which substance (Controlled Substance or Alcohol) is identified, the SAP may include testing of the other (Controlled Substance or Alcohol) also. The SAP may terminate the requirements for Follow-Up Testing as the SAP deems appropriate before the sixty (60) months maximum. The employee also remains a member of the Random Selection Pool throughout the Follow-Up Testing period.

E. STATEMENT OF BOARD RESPONSIBILITIES

1. Cost of Testing:

All costs of required CS/AT shall be borne by the Board. (This provision is not required by the regulations.) Employees shall receive their hourly rate of pay for the time they are being tested.

2. Education and Training:

- a. The Board shall provide employees with educational material detailing requirements of the Federal Regulations and require a signed certification from each employee in receipt of said materials.
- b. The Board shall designate the Medical Review Officer (MRO) (not an employee of the District) as the person to receive the results of the Alcohol and Controlled Substance tests on the Board's behalf. In addition, the MRO shall be available to consult with employees concerning the use of prescription or over-the-counter drugs as they pertain to job impairment or performance. Consultation by employees with the MRO shall be structured in an Employee Education/Information format.
- c. The Board shall provide necessary training to Supervisory Employees charged with responsibility of Covered Employees. Supervisors and other employees designated to make reasonable suspicion determinations shall receive a minimum of one (1) hour each of prior formal training in regard to physical, behavioral, speech and performance indicators of Alcohol misuse and Controlled Substance use [i.e., one (1) hour regarding Alcohol misuse, and one (1) hour Controlled Substance use education].
- d. Each employee will be provided with a written description of the employer's Drug Testing Policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the employer and employees, and the potential consequences of refusing to submit to testing or of positive test results. Employees have the right to know the dangers of drug abuse in the workplace, the Board's Policy about them, and what help is available to combat drug problems. The Board will conduct a drug-free awareness program as part of an initial orientation for all new employees, and annually thereafter. To help employees in overcoming drug abuse problems, assistance may be available through:
 - (1) Medical benefits for Substance Abuse treatment;
 - (2) Counseling programs within Summit County;
 - (3) Information about community resources for assessment and treatment.

3. Treatment Referrals for Rehabilitation:

- a. The Board shall make available an opportunity for treatment to employees who test positive and have been evaluated and identified by the SAP to participate in rehabilitative efforts. Employees who violate regulations shall be provided assistance toward rehabilitation. Specifically, the Board shall provide a list of available resources for evaluation and treatment of Alcohol and/or Controlled Substance problems, which includes the names, addresses and phone numbers of SAPs, counseling centers, and treatment programs.
- b. An employee who is required, as a result of CS/AT prohibitive use, to take time off to pursue appropriate treatment may use Sick Leave and any other available contractual options including any health insurance in effect which may provide service or request an unpaid medical leave (benefits of the latter shall be extended at the COBRA rate). The Board is not, however, required by Federal Regulations to pay for rehabilitation or to hold open an employee's job.

4. Confidentiality and Retention of Records:

All test results and actions taken shall be kept confidential in accordance with State and Federal laws. Records and results of CS/AT must be maintained in a secure location with controlled access for up to five (5) years.

F. CONSEQUENCES OF POSITIVE CS/AT RESULTS

1. If an employee is involved in an accident within the scope of employment and the employee tests positive for any chemical, drug, or alcohol abuse in a post-accident test, the employee shall have his/her employment terminated.
2. Subject to the following conditions, any other employee (i.e., not involved in an accident) that tests positive for any chemical, drug, or alcohol abuse shall be removed from his/her SSFs, including driving. If a CDL license holder is found to have an alcohol concentration of 0.02 or greater, but less than 0.04, he/she shall be prohibited from performing any and all SSFs (including driving) until the start of the CDL license holder's next regularly-scheduled shift, but no less than twenty-four (24) hours following the administration of the test. If a CDL license holder is found to have an alcohol concentration of 0.04 or greater, he/she shall immediately be removed from duty and prohibited from performing any and all SSFs (including driving) for the period specified by the SAP and until he/she passes a return-to-duty test. In addition, such employee shall immediately be placed on an Unpaid Leave of Absence until he/she successfully completes rehabilitation, but not to exceed ninety (90) calendar days. The employee may use Sick Leave if, and only if, he/she successfully participates and remains in rehabilitation as directed by the MRO. Further, the employee will sign a waiver authorizing the MRO to confirm to the Board that he/she is participating in the prescribed program.

3. The employee who successfully completes rehabilitation directed by the MRO shall be returned to a SSF position. The employee may be returned to a non- Safety-Sensitive job if he/she is qualified, and an opening exists within the ninety (90) calendar day period. An employee who does not successfully complete rehabilitation as directed by the MRO within the ninety (90) calendar day period shall have his/her employment terminated. The employee testing positive for any chemical, drug, or alcohol abuse a second time during his/her employment shall have his/her employment terminated.
4. Each employee subject to this policy shall receive and acknowledge the written receipt of same (Appendix F).
5. Reasonable Suspicion Testing:
 - a. In addition to SSF employees, all Classified Employees shall submit to and be tested at the request of a Trained Supervisory Employee in the event that sufficient information exists to support a position of reasonable suspicion that the employee may be under the influence of a Controlled Substance and/or Alcohol. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee. In proceeding to test the employee, the testing procedures and cost of testing in the Controlled Substance and Alcohol Testing Policy for SSF positions shall be used. An employee who tests positive will be subject to discipline up to and including termination.
 - b. The cost of testing shall be borne by the Board. Employees shall receive their hourly rate of pay.

ARTICLE 24. USE OF FACILITIES & CLEANING SUPPLIES

A. USE OF FACILITIES

The Transportation Office shall be open for Bus Drivers to use the facilities by 5:30 AM each school day.

B. SUPPLIES

The Board shall provide cleaning materials and implements for driver use in maintaining interior cleanliness of the bus.

ARTICLE 25. WORKERS' COMPENSATION

- A. Employees who are injured in the line of duty are eligible to receive compensation and expenses by the Workers' Compensation laws of the State of Ohio.
- B. When an injury is incurred while performing assigned responsibilities, the employee shall report the incident in writing to the injured employee's Immediate Supervisor within one

work day, unless the member is incapacitated. Notice of the requirement to report injuries within one (1) workday will be posted along with other required employment notices. Employees injured on the job shall have the option of receiving Workers' Compensation or Sick Leave.

- C.
 - 1. If an employee elects to receive Workers' Compensation benefits, then the Board shall not be required to maintain the insurance benefits provided under this Collective Bargaining Agreement for more than one (1) year from the date of the above employee's election.
 - 2. If an employee elects to receive Sick Leave benefits, then the Board shall not be required to maintain the insurance benefits provided under this Collective Bargaining Agreement for more than one (1) year from the date that the employee exhausts his/her entitlements to such Sick Leave.
- D. If the Board is no longer required to maintain insurance benefits pursuant to Section C, above, the employee may elect to maintain existing benefits, the total cost at his/her expense, by submitting timely premium payments to the Board Treasurer for up to eighteen (18) months.

ARTICLE 26. RETIREMENT AND SEVERANCE

Within ninety (90) days after retirement and/or death, as hereinafter defined, from the Twinsburg City School District, former bargaining unit members (or their beneficiary) shall be entitled to receive remuneration for unused Sick Leave according to the following stipulations:

- A. Upon retirement and/or death, as hereinafter defined, employees shall be entitled to twenty-five percent (25%) of their accumulated and unused Sick Leave at the time of retirement/death.
- B. The per diem rate of pay shall be the employee's annual salary rate at the time of retirement and/or death, divided by the number of days in the employee's work year.
- C. "Retirement" shall be defined to mean actual retirement from service and eligibility for retirement benefits under the School Employees Retirement System (SERS), i.e., the employee must actually retire and start drawing reimbursement from the SERS. "Death," for purposes of this Article, refers to an employee passing away at a time when the employee is eligible for retirement benefits under SERS but the employee has not actually retired from service with the Board.
- D. Employees are encouraged to provide a minimum of twenty (20) workdays advance notice of their intent to retire.
- E. **Partial Payout of Sick Leave Upon Passing:** A bargaining unit member who passes away when the employee is not eligible for severance (as defined above), but after having worked for at least ten (10) years for the Board, shall be eligible for a payout of twenty-five percent (25%) of the employee's accumulated and unused Sick Leave at the time of death. The payment will be made to the beneficiary/beneficiaries designated by the employee for

purposes of the employee's District-paid life insurance policy. The payment will be made within ninety (90) calendar days of the District receiving written notice of the employee passing away.

- F. Early Commitment to Retire Incentive:** A bargaining unit member who has worked in the District for twenty (20) or more years and provides an irrevocable letter of retirement pursuant to SERS (with an effective date of the employee's last contracted work day for the year) by February 1 of the retirement year, the Board will pay the bargaining unit member an early commitment to retire incentive equivalent to thirty percent (30%) of the employee's severance pay entitlement as of June 30 of the retirement year. For example, if the employee retires with 240 days accumulated unused Sick Leave, the employee will receive an early commitment to retire incentive equivalent to eighteen (18) days (i.e., $240 \times .25 \times .30$). The early commitment to retire incentive will be paid no later than September 1 of the retirement year.

ARTICLE 27. BUILDING ACTIVITIES

- A.** A Custodian shall be on duty when any outside activity is in a school, upon the approval of the Building Principal. The Custodian will be notified of outside groups using the facility.
- B.** A Cook shall be on duty when kitchen and/or kitchen equipment is in use for any outside activity, upon the approval of the Building Principal. The Manager Cook or Manager Cook in Training will be notified of outside groups using the facility.

ARTICLE 28. SALARY

- A.** All Wage Schedules exclude lunch periods as time paid. Wage Schedules include working days and paid legal holidays.
- B.** The State statutes shall be followed in granting employees' experience credit. In determining the number of experience years credit for new employees, previous work experience (non-school-related) will be given consideration. All employees are required to file, with the Superintendent and Board Treasurer, complete application forms, medical (if applicable), and all other necessary documents prior to the first payday.
- C.** There are one hundred eighty-one (181) days employment for 11 and 12-month employees and one hundred twenty-one (121) days employment for 9, 10, and 10½-month employees per school year required for one (1) year increment credit. Eight (8) continuous months military service required for one (1) year increment credit.
- D.** All employees shall receive twenty-four (24) paychecks as detailed below:
1. Employees will be paid in twenty-four (24) substantially equal installments to be received no later than the 9th and 24th of each month.
 2. Direct electronic deposit of pay is mandatory for all employees. If an overpayment occurs, the member will be notified of the error and informed of how the Board

plans to correct the overpayment. Notice of this overpayment policy will appear on the direct deposit election form.

3. Payroll information – including deductions, net pay amount, accumulated sick leave, accumulated personal leave, and accumulated vacation days (if applicable) – will be available on payday in an electronic format.
4. An employee who is changing or closing out a bank account must notify the Board Treasurer at least three (3) weeks prior to the payday at which the employee wants the change to take effect. New employees will receive their first pay in the form of a manual check, and all subsequent pays pursuant to direct deposit.
5. It is the employee's responsibility to make sure the Board Treasurer's office receives an accurate checking and/or saving account number(s) so that the terms of this Article can be implemented.
6. The employee can direct deposit with up to three (3) institutions of his/her choice at a time.
7. There will be a one pay period lag between the time work is performed and the date pay is issued.

E. Employees shall be paid, in accordance with their classification, experience and the provisions of this Agreement; the appropriate rate shall be set forth on the attached Wage Schedules (Appendix A), reflected as below:

1. Effective July 1, 2022, the basic hourly wage shall be increased three percent (3.0%) (retroactive to July 1, 2022 – but only on the amount specified on the employee's annual salary notice). The retroactive pay shall be made in a separate check.
2. Effective July 1, 2023, the basic hourly wage shall be increased two percent (2.0%).

F. Longevity Stipend: Employees who have worked for the District more than ten (10) years shall be eligible for a longevity stipend, which will be paid half in the second pay of January and half in the second pay of July (for those employees who remain employed by the Board through June 30 of a given school year).

The stipend is based on the number of hours the employee is approved to work, based on the employee's job classification as set forth in Article 8 and Appendix A. If the number of hours an employee works per day in the employee's regular assignment varies depending on the day of the week (e.g., some bus drivers), the number of hours an employee is considered to be contracted to work for purposes of the Longevity Stipend will be determined by calculating an average number of daily hours worked. The average number of daily hours worked will be calculated by adding the employee's regular assignment hours scheduled for the final full work week before Winter Break and the final full work week before the end of the school year and dividing that number by 5. For example, a bus driver scheduled to work 8 hours per day on Monday through Thursday and 6 hours per day on Friday would have a total of 38 hours for the five day week, and dividing 38 by 5

results in a daily average of 7.6 hours – so the person would qualify for the Longevity Stipend associated with a person working 7 or more hours per day; likewise, a bus driver scheduled to work 5.75 hours per day on Monday-Wednesday-Friday and 9.25 hours per day on Tuesday and Thursday would have a total of 35.75 hours for the five day week, and dividing the 35.75 by 5 results in a daily average of 7.15 hours – so the person would qualify for the Longevity Stipend associated with a person working 7 or more hours per day. The Longevity Stipend will be issued as a separate direct deposit with the specified payrolls.

1. Employees who have reached or passed their 10th work anniversary but not their 20th work anniversary (based upon their hire date) will receive a \$1,000 annual stipend if the employee is scheduled to work seven (7) or more hours per day; a \$700 annual stipend if the employee is scheduled to work more than three (3) hours and less than seven (7) hours per day; and a \$350 annual stipend if the employee is scheduled to work three (3) or fewer hours per day.
 2. Employees who have reached or passed their 20th work anniversary (based upon their hire date) will receive a \$2,000 annual stipend if the employee is scheduled to work seven (7) or more hours per day; a \$1,400 annual stipend if the employee is scheduled to work more than three (3) hours and less than seven (7) hours per day; and a \$700 annual stipend if the employee is scheduled to work three (3) or fewer hours per day.
 3. If an employee reaches the employee's 10th or 20th work anniversary after the first half of the annual stipend is paid (i.e., in the second pay of January), the employee shall only be eligible to receive the second half of the annual stipend in the first year – e.g., an employee who is hired effective March 1, would only get the second half of the annual stipend (i.e., the portion of the stipend paid in the second pay of July) when the employee passes the employee's 10th or 20th work anniversaries. On the other hand, if an employee is hired effective December 1, the employee would be eligible for the entire annual stipend for that year, including the first half of the stipend that is paid in the second pay of January.
- G.** Consistent with the IRS and Attorney General Rulings, the Board shall "pick-up" the employee's SERS contribution, so as to defer the tax liability. This shall be done at no additional cost to the Board. To accomplish this, the Board will reduce the employee's contract wage otherwise currently payable by the amount of the SERS "pick-up". The employee's contract wage thus shall consist of: (1) cash wage component and (2) a "pick-up" component for SERS, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee. From these wages, the Board will contribute to SERS an amount equal to the employee's required contribution to the SERS.
- H.** Employees shall sign and verify the accuracy of the hours worked for each pay period. Employees shall not be required to sign and verify hours not yet worked.

ARTICLE 29. FRINGE BENEFITS

An employee must be contracted to work at least twenty-five (25) hours per week to be eligible for insurance benefits. However, any employee working under twenty-five (25) hours per week who was enrolled in the insurance programs as of October 1, 2007, will continue to be covered by paying the percentage according to the twenty-five (25) to thirty (30) hour per week employee rate unless his/her hours worked increase and qualify him/her for a different rate according to this Article.

Employees may not be paid cash in lieu of insurance benefits.

A. STARK COUNTY COUNCIL OF GOVERNMENTS (COG)

The Board of Education may fully meet its obligations to provide health care benefits and services under this Agreement by participating in the health benefits program of Stark County Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications. The 2022-2023 Summary of Benefits and Coverage will be included in Appendix H-1. The Summary of Benefits for subsequent years shall be distributed to the membership annually.

B. PREFERRED PROVIDER – DOCTORS/HOSPITALS

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

C. PREFERRED PROVIDER – PRESCRIPTION DRUGS

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider, and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

D. LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00) for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate in increments of five thousand dollars (\$5,000), up to a maximum of sixty thousand dollars (\$60,000) coverage in addition to Board-paid coverage. Modification to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

To the extent permitted by the COG-contracted life insurance company, upon becoming ineligible for group insurance, an employee may be eligible to convert all or part of the employee's Group Life Insurance coverage to an Individual Whole Life Insurance policy regardless of any current health conditions. Any costs are solely the responsibility of the employee.

E. BOARD & EMPLOYEE CONTRIBUTIONS TO HEALTH INSURANCE PREMIUMS

1. The Board's pro rata share shall be determined by the weekly hours an employee is regularly scheduled to work during his/her normal work shift per the following apportionment:

Employee's Regularly Scheduled Work Week	Single Coverage Premium Costs		Family Coverage Premium Costs	
	<u>Board Paid:</u>	<u>Employee Paid:</u>	<u>Board Paid:</u>	<u>Employee Paid:</u>
A regularly scheduled work week excludes field trips and overtime, etc.				
30 or more hours	Per the terms and conditions of TEA Collective Bargaining Agreement, except for the 2023-2024 school year the rates will remain as they are in the 2022-2023 school year (i.e., Board Paid 86% and Employee Paid 14% for both Single Coverage and Family Coverage).*			
25 or more but fewer than 30 hours	80%	20%	65%	35%
Fewer than 25 hours per week	N/A	N/A	N/A	N/A

*This change is temporary only and shall sunset at the end of this Agreement such that the starting place for future negotiations shall read: "Per the terms and conditions of TEA Collective Bargaining Agreement."

2. **DENTAL INSURANCE:**

The Board shall provide dental coverage as summarized in Appendix H-3, and pay one hundred percent (100%) of the premium.

3. Any employee working under twenty-five (25) hours per week who was enrolled in the insurance programs as of October 1, 2007, will continue to be covered by paying the percentage according to the twenty-five (25) to thirty (30) hour per week employee rate unless his/her hours worked increase and qualify him/her for a different rate according to the table above.
4. The open enrollment period is annually November 1 through November 30. An employee who does not enroll in the insurance programs during the open enrollment period shall not be eligible to enroll in the insurance programs prior to the next open enrollment period unless a qualifying event makes the employee eligible to enroll sooner.
5. In the event there is a conflict between the language contained in Article 29 (Fringe Benefits) of this agreement and the Stark County COG health insurance program present or as amended, then the Stark County COG health insurance program shall prevail.

F. SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses, and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and employer.

G. VISION

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision insurance as summarized in Appendix H-2. The full cost of this program and any increases thereof shall be paid by the Board.

H. PREMIUM HOLIDAYS

If the Board receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

I. SPOUSAL COVERAGE

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as his/her primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

J. SAME SEX MARRIAGE

If state law recognizes same-sex marriages, the COG plan specifications will be modified to include those individuals.

K. EMPLOYEE ASSISTANCE PROGRAM

The Board shall purchase through an agency selected by the Board an employee assistance program / service for all bargaining unit members. The full cost for the program shall be paid by the Board. The program shall be such that the names of those utilizing the program are kept in confidence by the agency providing the service (i.e., the names shall not be provided to the Board).

ARTICLE 30. EVALUATION

- A.** All newly hired employees shall commence their employment in probationary status as defined in Article 2, Paragraph E and shall be evaluated twice during this period. The first evaluation will occur following thirty (30) days of employment, with the second occurring prior to the end of the probationary period. Nothing herein shall prevent the Board from removing a probationary employee at any time (including, but not limited to, prior to completion of the above referenced evaluations).
- B.** All regular employees (i.e., those not on probation) will be evaluated by their Immediate Supervisor and/or the Building Principal at least once each school year.
- C.**
1. An employee may express a dissenting opinion on the evaluation form or attach a written statement, dated and signed, to the evaluation form stating the employee's position.
 2. A formal evaluation cannot be grieved.
 3. The employee is required to sign his/her evaluation to acknowledge receipt of the document. The employee's signature does not imply agreement with the evaluation.

ARTICLE 31. DISCIPLINARY PROCEDURES

- A. The Board shall not take any disciplinary action against an employee without just cause.
- B. An employee shall be entitled to representation at any conference held for the purpose of disciplining the employee and any meetings related to a Title IX or discrimination/harassment investigation.
- C. The preliminary disciplinary hearing shall occur within ten (10) work days of the incident/behavior occurring or the administration (i.e., immediate supervisor) learning of the incident, whichever is later. The immediate supervisor will issue his/her discipline within ten (10) work days of holding the disciplinary hearing. If the immediate supervisor determines that the misconduct warrants more than a written reprimand, he/she will refer the matter in writing to the Superintendent/designee, with a summary of his/her investigation and the information learned at the preliminary disciplinary hearing. The immediate supervisor will send a copy of the referral to the employee and the Association President. The Superintendent/designee shall hold a Loudermill hearing within ten (10) work days of the receiving the referral from the immediate supervisor. The Superintendent/designee will make a determination of the discipline to be imposed within ten (10) work days of holding the Loudermill hearing – the discipline may involve a written reprimand, suspension without pay, or termination. Failure to impose discipline within the timeframes set forth herein shall limit the discipline that may be imposed to a written reprimand. Nothing herein shall prevent the Superintendent/designee from assigning an employee to home, with pay, pending determination of the discipline to be imposed.

If the alleged misconduct or wrongdoing involves Title IX or allegations of discrimination and/or harassment, the matter will be investigated and addressed in accordance with Board policy. At the conclusion of the investigation and determination of responsibility (if applicable), if there is a determination that the bargaining unit member violated Board policy, and there is a recommendation of discipline, the Superintendent/designee shall hold a Loudermill hearing within ten (10) work days of the conclusion of the investigation and determination of responsibility. The Superintendent/designee will make a decision concerning the imposition of discipline within ten (10) work days of holding the Loudermill hearing. The discipline may involve a written reprimand, suspension without pay, or termination. Failure to impose discipline within the timeframes set forth herein shall limit the discipline that may be imposed to a written reprimand. Nothing herein shall prevent the Superintendent/designee from assigning an employee to home, with pay, pending determination of the discipline to be imposed.

- D. Verbal warnings shall be documented in an employee's personnel file by memorializing the date/time, location, and general description of the misconduct (which normally will not exceed a few sentences), along with the direction provided by the immediate supervisor.
- E. When the Superintendent/designee imposes any discipline, the employee may file a grievance immediately at Level Three of the grievance procedure.

- F. A verbal warning may only be grieved through Level Three (Formal Hearing with Superintendent/designee). A written reprimand may be grieved through Level Five (Arbitration), but the losing party has to pay all of the arbitrator's fees.*

** This paragraph shall sunset at the expiration of this Agreement.*

ARTICLE 32. BREAKS

- A. All full-time employees [seven (7) or more hours] shall be granted two (2) fifteen (15) minute duty-free breaks, which, insofar as practical, shall be in the middle of each work period. Employees normally scheduled to work more than four (4), but less than seven (7), hours shall receive one (1) fifteen (15) minutes duty-free break.
- B. An employee's Immediate Supervisor or Building Principal will designate the specific break period(s). Employees who are employed for four (4) consecutive hours or less per day are not eligible for a duty-free break.
- C. While employees may leave school property during a break, if they elect to do so, they must sign-out before leaving and sign-in upon returning to school property.

ARTICLE 33. SMOKE-FREE ENVIRONMENT

All District buildings and vehicles shall be smoke-free. Further, the use of tobacco (including e-cigarettes and vapor pens) is prohibited on all Board-owned and/or operated vehicles, at school-related events, and on school grounds, including within any enclosed facility owned, leased, or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities.

ARTICLE 34. JOB DESCRIPTIONS

- A. The Administration will provide a job description to all new employees at the time of employment and to employees at the time of movement to a new position. The Administration will also provide job descriptions to employees at the time they are updated.
- B. When a job description is being developed or updated, the Board will seek input from the employee currently in the position and from the Association.
- C. Job descriptions will be available on the District's shared network drive.

ARTICLE 35. SAVINGS CLAUSE

If, during the term of this Agreement, a law, rule, regulation, or order is either in existence or becomes so, which shall render any part or provision of this Agreement invalid, or place restraints upon any part of the Agreement; such invalidation or constraint shall not in any way restrain the Association and/or Board from adhering to the remaining portions and/or parts of the Agreement.

ARTICLE 36. COMPLETE AGREEMENT

- A.** The Board and the Association acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations; and that all the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.
- B.** The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.
- C.** Any matters or subjects not covered herein have been waived by the parties for the life of this Agreement. All other previously negotiated agreements and any verbal understandings not incorporated in the written provisions herein are null and void and of no further force or effect.

ARTICLE 37. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Appendices to be duly executed this 5th day of February, 2023.

FOR THE ASSOCIATION

By [Signature]

By Ridette Simon

By Mr. Posh...

By Charles S. Nash Jr.

By Karen Grains - Carroll

By [Signature]

By [Signature]

FOR THE BOARD

By Matthew M. Powers

By Blinda McKinney

By [Signature]

By [Signature]

By Julia Rodriguez

By Matt Stimmel

By _____

Salary Schedule 2022-2023 School Year

		Custodial				Maintenance		Admin. Assist.	Instructional Assistant		Assistants
		MS/Elemen. Head Custodian	Assist./Night Custodian	Janitor / Activity Janitor	Maintenance	Grounds- keeper / Assist.	Maintenance	Admin. Assist.	ALE Monitor	Instruct. Assist. (Title VI-8 Inst. Assist., MD Inst. Assist., Preschool Inst. Assist.)	Hall Monitor/ Study Hall Monitor/ Lunchrm Play Ground
		HS Head Custodian									
Base		\$21.24	\$20.73	\$19.82	\$15.78	\$21.49	\$21.91	\$17.46	\$16.19	\$15.94	\$15.11
Step	Index	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage
1	1.00	\$21.24	\$20.73	\$19.82	\$15.78	\$21.49	\$21.91	\$17.46	\$16.19	\$15.94	\$15.11
2	1.03	\$21.88	\$21.36	\$20.41	\$16.25	\$22.13	\$22.57	\$17.98	\$16.68	\$16.42	\$15.56
3	1.06	\$22.51	\$21.98	\$21.01	\$16.73	\$22.77	\$23.22	\$18.51	\$17.17	\$16.90	\$16.02
4	1.09	\$23.15	\$22.60	\$21.60	\$17.20	\$23.42	\$23.88	\$19.03	\$17.65	\$17.38	\$16.47
5	1.12	\$23.79	\$23.22	\$22.20	\$17.67	\$24.06	\$24.54	\$19.55	\$18.14	\$17.86	\$16.92
6	1.15	\$24.42	\$23.84	\$22.79	\$18.15	\$24.71	\$25.19	\$20.08	\$18.62	\$18.34	\$17.38
7	1.18	\$25.06	\$24.47	\$23.38	\$18.62	\$25.35	\$25.85	\$20.60	\$19.11	\$18.81	\$17.83
8	1.21	\$25.70	\$25.09	\$23.98	\$19.09	\$26.00	\$26.51	\$21.12	\$19.60	\$19.29	\$18.28
9	1.24	\$26.34	\$25.71	\$24.57	\$19.57	\$26.64	\$27.17	\$21.65	\$20.08	\$19.77	\$18.74
10	1.27	\$26.97	\$26.33	\$25.17	\$20.04	\$27.29	\$27.82	\$22.17	\$20.57	\$20.25	\$19.19
11	1.27	\$26.97	\$26.33	\$25.17	\$20.04	\$27.29	\$27.82	\$22.17	\$20.57	\$20.25	\$19.19
12	1.27	\$26.97	\$26.33	\$25.17	\$20.04	\$27.29	\$27.82	\$22.17	\$20.57	\$20.25	\$19.19
13	1.27	\$26.97	\$26.33	\$25.17	\$20.04	\$27.29	\$27.82	\$22.17	\$20.57	\$20.25	\$19.19
14	1.27	\$26.97	\$26.33	\$25.17	\$20.04	\$27.29	\$27.82	\$22.17	\$20.57	\$20.25	\$19.19
15	1.32	\$28.03	\$27.37	\$26.16	\$20.83	\$28.36	\$28.92	\$23.05	\$21.38	\$21.05	\$19.95
16	1.32	\$28.03	\$27.37	\$26.16	\$20.83	\$28.36	\$28.92	\$23.05	\$21.38	\$21.05	\$19.95
17	1.32	\$28.03	\$27.37	\$26.16	\$20.83	\$28.36	\$28.92	\$23.05	\$21.38	\$21.05	\$19.95
18	1.32	\$28.03	\$27.37	\$26.16	\$20.83	\$28.36	\$28.92	\$23.05	\$21.38	\$21.05	\$19.95
19	1.32	\$28.03	\$27.37	\$26.16	\$20.83	\$28.36	\$28.92	\$23.05	\$21.38	\$21.05	\$19.95
20	1.37	\$29.10	\$28.41	\$27.15	\$21.62	\$29.44	\$30.01	\$23.92	\$22.19	\$21.84	\$20.70
25	1.42	\$30.16	\$29.44	\$28.14	\$22.41	\$30.51	\$31.11	\$24.79	\$23.00	\$22.64	\$21.46

3.00%

Salary Schedule 2022-2023 School Year

		Dispatcher		Mechanic		Transportation		Food Service		Media Center	
		Dispatcher		Lead Mechanic	Mechanic	Bus Driver / Permanent	Bus Attendant	Manager Cook	Cook	District Library Clerk	Media Assistant
Base		\$17.46	Hourly Wage	\$22.99	\$21.85	\$20.51	\$15.11	\$16.96	\$14.84	\$16.41	\$16.08
Step	Index	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage
1	1.00	\$17.46	\$22.99	\$21.85	\$20.51	\$15.11	\$16.96	\$14.84	\$16.41	\$16.08	\$16.08
2	1.03	\$17.98	\$23.68	\$22.50	\$21.12	\$15.56	\$17.47	\$15.29	\$16.90	\$16.56	\$16.56
3	1.06	\$18.51	\$24.37	\$23.16	\$21.74	\$16.02	\$17.98	\$15.73	\$17.39	\$17.04	\$17.04
4	1.09	\$19.03	\$25.06	\$23.81	\$22.35	\$16.47	\$18.49	\$16.18	\$17.88	\$17.53	\$17.53
5	1.12	\$19.55	\$25.75	\$24.47	\$22.97	\$16.92	\$19.00	\$16.62	\$18.38	\$18.01	\$18.01
6	1.15	\$20.08	\$26.44	\$25.12	\$23.58	\$17.38	\$19.51	\$17.07	\$18.87	\$18.49	\$18.49
7	1.18	\$20.60	\$27.13	\$25.78	\$24.20	\$17.83	\$20.02	\$17.51	\$19.36	\$18.97	\$18.97
8	1.21	\$21.12	\$27.82	\$26.43	\$24.81	\$18.28	\$20.53	\$17.96	\$19.85	\$19.45	\$19.45
9	1.24	\$21.65	\$28.51	\$27.09	\$25.43	\$18.74	\$21.04	\$18.40	\$20.35	\$19.94	\$19.94
10	1.27	\$22.17	\$29.20	\$27.74	\$26.04	\$19.19	\$21.54	\$18.85	\$20.84	\$20.42	\$20.42
11	1.27	\$22.17	\$29.20	\$27.74	\$26.04	\$19.19	\$21.54	\$18.85	\$20.84	\$20.42	\$20.42
12	1.27	\$22.17	\$29.20	\$27.74	\$26.04	\$19.19	\$21.54	\$18.85	\$20.84	\$20.42	\$20.42
13	1.27	\$22.17	\$29.20	\$27.74	\$26.04	\$19.19	\$21.54	\$18.85	\$20.84	\$20.42	\$20.42
14	1.27	\$22.17	\$29.20	\$27.74	\$26.04	\$19.19	\$21.54	\$18.85	\$20.84	\$20.42	\$20.42
15	1.32	\$23.05	\$30.35	\$28.84	\$27.07	\$19.95	\$22.39	\$19.59	\$21.66	\$21.22	\$21.22
16	1.32	\$23.05	\$30.35	\$28.84	\$27.07	\$19.95	\$22.39	\$19.59	\$21.66	\$21.22	\$21.22
17	1.32	\$23.05	\$30.35	\$28.84	\$27.07	\$19.95	\$22.39	\$19.59	\$21.66	\$21.22	\$21.22
18	1.32	\$23.05	\$30.35	\$28.84	\$27.07	\$19.95	\$22.39	\$19.59	\$21.66	\$21.22	\$21.22
19	1.32	\$23.05	\$30.35	\$28.84	\$27.07	\$19.95	\$22.39	\$19.59	\$21.66	\$21.22	\$21.22
20	1.37	\$23.92	\$31.50	\$29.93	\$28.10	\$20.70	\$23.24	\$20.33	\$22.48	\$22.03	\$22.03
25	1.42	\$24.79	\$32.65	\$31.02	\$29.12	\$21.46	\$24.09	\$21.08	\$23.30	\$22.83	\$22.83

3.00%

Salary Schedule 2023-2024 School Year

		Custodial				Maintenance		Admin. Assist.		Instructional Assistant		Assistants
Base Step	Index	HS Head Custodian	MS/Elemen. Head Custodian	Assist./Night Custodian	Activity Janitor	Janitor /	Maintenance	Grounds-keeper / Assist.	Admin. Assistant	ALE Monitor	Instructional Assistant (Title VI-B Inst. Assist., MD Inst. Assist., Preschool Inst. Assist.)	Hall Monitor / Study Hall Monitor / Lunchrm Play Ground
		Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage
1	1.00	\$21.66	\$21.15	\$20.21	\$16.10	\$22.35	\$21.92	\$17.81	\$16.52	\$16.26	\$15.41	
2	1.03	\$22.31	\$21.78	\$20.82	\$16.58	\$23.02	\$22.57	\$18.34	\$17.01	\$16.75	\$15.87	
3	1.06	\$22.96	\$22.42	\$21.43	\$17.06	\$23.69	\$23.23	\$18.88	\$17.51	\$17.24	\$16.34	
4	1.09	\$23.61	\$23.05	\$22.03	\$17.54	\$24.36	\$23.89	\$19.41	\$18.00	\$17.73	\$16.80	
5	1.12	\$24.26	\$23.69	\$22.64	\$18.03	\$25.03	\$24.55	\$19.94	\$18.50	\$18.21	\$17.26	
6	1.15	\$24.91	\$24.32	\$23.25	\$18.51	\$25.70	\$25.20	\$20.48	\$19.00	\$18.70	\$17.72	
7	1.18	\$25.56	\$24.96	\$23.85	\$18.99	\$26.37	\$25.86	\$21.01	\$19.49	\$19.19	\$18.19	
8	1.21	\$26.21	\$25.59	\$24.46	\$19.48	\$27.04	\$26.52	\$21.55	\$19.99	\$19.68	\$18.65	
9	1.24	\$26.86	\$26.22	\$25.06	\$19.96	\$27.71	\$27.18	\$22.08	\$20.48	\$20.17	\$19.11	
10	1.27	\$27.51	\$26.86	\$25.67	\$20.44	\$28.38	\$27.83	\$22.62	\$20.98	\$20.65	\$19.57	
11	1.27	\$27.51	\$26.86	\$25.67	\$20.44	\$28.38	\$27.83	\$22.62	\$20.98	\$20.65	\$19.57	
12	1.27	\$27.51	\$26.86	\$25.67	\$20.44	\$28.38	\$27.83	\$22.62	\$20.98	\$20.65	\$19.57	
13	1.30	\$28.16	\$27.49	\$26.28	\$20.92	\$29.05	\$28.49	\$23.15	\$21.47	\$21.14	\$20.04	
14	1.30	\$28.16	\$27.49	\$26.28	\$20.92	\$29.05	\$28.49	\$23.15	\$21.47	\$21.14	\$20.04	
15	1.32	\$28.60	\$27.92	\$26.68	\$21.25	\$29.50	\$28.93	\$23.51	\$21.80	\$21.47	\$20.34	
16	1.32	\$28.60	\$27.92	\$26.68	\$21.25	\$29.50	\$28.93	\$23.51	\$21.80	\$21.47	\$20.34	
17	1.32	\$28.60	\$27.92	\$26.68	\$21.25	\$29.50	\$28.93	\$23.51	\$21.80	\$21.47	\$20.34	
18	1.35	\$29.25	\$28.55	\$27.29	\$21.73	\$30.17	\$29.59	\$24.04	\$22.30	\$21.96	\$20.81	
19	1.35	\$29.25	\$28.55	\$27.29	\$21.73	\$30.17	\$29.59	\$24.04	\$22.30	\$21.96	\$20.81	
20	1.37	\$29.68	\$28.97	\$27.69	\$22.05	\$30.61	\$30.02	\$24.40	\$22.63	\$22.28	\$21.11	
24	1.42	\$30.76	\$30.03	\$28.70	\$22.86	\$31.73	\$31.12	\$25.29	\$23.46	\$23.09	\$21.89	
27	1.47	\$31.85	\$31.09	\$29.71	\$23.66	\$32.85	\$32.22	\$26.18	\$24.28	\$23.91	\$22.66	

2.00%

Salary Schedule 2023-2024 School Year

2.00%											
Dispatcher		Mechanic		Transportation		Food Service		Media Center			
Dispatcher		Lead Mechanic	Mechanic	Bus Driver / Permanent	Sub	Bus Attendant	Manager Cook	Cook	District Library Clerk	Media Assistant	
Step	Index	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	Hourly Wage	
Base		\$17.81	\$23.45	\$22.28	\$20.92	\$15.41	\$17.30	\$15.14	\$16.74	\$16.40	
1	1.00	\$17.81	\$23.45	\$22.28	\$20.92	\$15.41	\$17.30	\$15.14	\$16.74	\$16.40	
2	1.03	\$18.34	\$24.15	\$22.95	\$21.54	\$15.87	\$17.82	\$15.59	\$17.24	\$16.89	
3	1.06	\$18.88	\$24.86	\$23.62	\$22.17	\$16.34	\$18.34	\$16.05	\$17.74	\$17.38	
4	1.09	\$19.41	\$25.56	\$24.29	\$22.80	\$16.80	\$18.86	\$16.50	\$18.24	\$17.88	
5	1.12	\$19.94	\$26.26	\$24.96	\$23.43	\$17.26	\$19.38	\$16.96	\$18.74	\$18.37	
6	1.15	\$20.48	\$26.97	\$25.63	\$24.06	\$17.72	\$19.90	\$17.41	\$19.25	\$18.86	
7	1.18	\$21.01	\$27.67	\$26.29	\$24.68	\$18.19	\$20.42	\$17.86	\$19.75	\$19.35	
8	1.21	\$21.55	\$28.37	\$26.96	\$25.31	\$18.65	\$20.94	\$18.32	\$20.25	\$19.84	
9	1.24	\$22.08	\$29.08	\$27.63	\$25.94	\$19.11	\$21.46	\$18.77	\$20.75	\$20.34	
10	1.27	\$22.62	\$29.78	\$28.30	\$26.57	\$19.57	\$21.98	\$19.23	\$21.25	\$20.83	
11	1.27	\$22.62	\$29.78	\$28.30	\$26.57	\$19.57	\$21.98	\$19.23	\$21.25	\$20.83	
12	1.27	\$22.62	\$29.78	\$28.30	\$26.57	\$19.57	\$21.98	\$19.23	\$21.25	\$20.83	
13	1.30	\$23.15	\$30.48	\$28.97	\$27.19	\$20.04	\$22.49	\$19.68	\$21.76	\$21.32	
14	1.30	\$23.15	\$30.48	\$28.97	\$27.19	\$20.04	\$22.49	\$19.68	\$21.76	\$21.32	
15	1.32	\$23.51	\$30.95	\$29.41	\$27.61	\$20.34	\$22.84	\$19.98	\$22.09	\$21.65	
16	1.32	\$23.51	\$30.95	\$29.41	\$27.61	\$20.34	\$22.84	\$19.98	\$22.09	\$21.65	
17	1.32	\$23.51	\$30.95	\$29.41	\$27.61	\$20.34	\$22.84	\$19.98	\$22.09	\$21.65	
18	1.35	\$24.04	\$31.66	\$30.08	\$28.24	\$20.81	\$23.36	\$20.44	\$22.59	\$22.14	
19	1.35	\$24.04	\$31.66	\$30.08	\$28.24	\$20.81	\$23.36	\$20.44	\$22.59	\$22.14	
20	1.37	\$24.40	\$32.13	\$30.53	\$28.66	\$21.11	\$23.71	\$20.74	\$22.93	\$22.47	
24	1.42	\$25.29	\$33.30	\$31.64	\$29.70	\$21.89	\$24.57	\$21.50	\$23.77	\$23.29	
27	1.47	\$26.18	\$34.47	\$32.76	\$30.75	\$22.66	\$25.44	\$22.25	\$24.60	\$24.11	

2.00%

SUMMARY OF POSITIONS' HOURS AND WORKDAYS

Classification	Position	Hours	Workdays	School Year	Paid Holidays	Prior to School Year	After School Year	Notes
DISPATCHER	Dispatcher	8	223	184	9 / 10*	15	15	* If contracted to work after June 18th in a given school year
MECHANIC	Lead Mechanic	8	260 to 262	247 to 249 Aug 1-Jul 31	13			
	Mechanic	8	260 to 262	247 to 249 Aug 1-Jul 31	13			
TRANSPORTATION	Bus Driver / Permanent Sub	Min. 4	191	182	9			\$18.00 Field Trip Rate Perm. Driver Subs: 4 hrs per school day unless subbing for absent employee Paid at Bus Driver base rate (Step 1)
	Bus Attendant	Min. 4	191	182	9			
FOOD SERVICE	Manager Cook	Min. 6	189	180 Aug 1-Jul 31	9			Cook Manager in Training - Min. 6
	Cook	5 or 3	189	180	9			Cook substituting for Manager Cook or temporarily serving in the role of Manager Cook in Training receives Manager Cook starting hourly rate, if higher than cook's hourly rate of pay, plus an additional \$10.00/day.
MEDIA CENTER	District Library Clerk	7.5	193	184	9			
	Media Assistant	7.5	193	184	9			
CUSTODIAL	HS Head Custodian	8	260 to 262	247 to 249 Aug 1-Jul 31	13			
	MS/Elemen. Head Custodian	8	260 to 262	247 to 249 Aug 1-Jul 31	13			
	Assist./Night Custodian	8	260 to 262	247 to 249 Aug 1-Jul 31	13			
	Janitor / Activity Janitor	7 or 8	260 to 262	247 to 249 Aug 1-Jul 31	13			
MAINTENANCE	Maintenance	8.0	260 to 262	247 to 249 Aug 1-Jul 31	13			
	Grounds-keeper / Assist. Maintenance	8	260 to 262	247 to 249 Aug 1-Jul 31	13			
ADMIN. ASSIST.	Admin. Assist.	8 or 4	223	184	9 / 10*	15	15	* If contracted to work after June 18th in a given school year
INSTRUCTIONAL ASSISTANT	ALE Monitor	7	193	184	9			
	Instruct. Assist. (Title VI-B Inst. Assist., MD Inst. Assist., Preschool Inst. Assist.)	7 or 3.5	193	184	9			
ASSISTANTS	Hall Monitor/ Study Hall Monitor/ Lunchrm Play Ground	3 - 7*	193	184	9			*Hours Lunchroom/Playground Assist. - 3.0 (except 3.5 @ Dodge) Hallway Monitor - 7.5 Study Hall Monitor - 7.0

NOTICE AND RECEIPT

I have received a copy of this notice which advises that: (a) I may be required to undergo random, unannounced Drug and Alcohol Testing; and (b) I may be required to take an unannounced Urine Test for the presence of Alcohol and/or Controlled Substances.

I further acknowledge receipt of the following information:

1. A copy of the Twinsburg City School District Drug and Alcohol Testing Policy;
2. Information on the effects of Alcohol and Controlled Substances on an individual's health, work and personal life, signs and symptoms of an Alcohol and/or Controlled Substance problems, and methods of intervening;
3. Information on Counseling/Rehabilitation Services, and Alcohol/Drug Information, and Treatment Centers;
4. I understand that the Twinsburg City School District is required to administer pre-employment, reasonable suspicion, post-accident, random, return-to-duty, and follow-up Alcohol and Controlled Substances Testing and that I am obliged to cooperate with any such tests; and
5. I acknowledge that I may be disciplined, up to and including termination for violating the Drug and Alcohol Testing Policy.

Employee Signature

Date

SUBSTITUTE LOG

DATE	TIME	ABSENT TEACHER	SUB CALLED	LENGTH OF CALL

Administrative Assistant: _____

TOTAL OF ALL TIME ABOVE: _____

Signature_____
Date

CLASSIFIED EMPLOYEE

PERSONAL LEAVE FORM

(To Be Submitted As Detailed in Article 16 Prior to Use of Personal Leave,
Absent an Emergency)

Name of Employee: _____ Date: _____

Assignment: _____ Building: _____

Date of Requested Personal Leave: _____

All Day: _____ A.M. _____ P.M. _____

I hereby certify that I am using my Personal Leave in accordance with Article 16 of the Master Agreement. I understand that the filing of a false statement under this Article constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including but not limited to denial of pay for the day taken.

☐ EMERGENCY (Insert Details Below)

If Personal Leave is being requested for one of the following situations, please circle the applicable situation and identify the reason below:

1. During first or last week of regularly scheduled classes for students, except for graduations or weddings of immediate family members.
2. The work day preceding or following any regularly scheduled school holiday or vacation period, or any school recess.
3. The work day preceding or following all or part of employee's regularly scheduled vacation period.
4. During Parent/Teacher Conference day(s) and school building Open House.
5. During in-service days for classified employees.

6. Two (2) days in succession.

- ☐ Funeral for an immediate family member
- ☐ Weddings of the employee or an immediate family member
- ☐ Court appearances
- ☐ Emergencies that create a hazardous condition to the employee's immediate family or property
- ☐ Graduations involving immediate family members
- ☐ School programs/events of the employee's child
- ☐ Formal religious functions
- ☐ Moving employee's child into or out of college or the military
- ☐ Travel conditions beyond the employee's control making it impossible to report as assigned (documentation required for this last reason)

Applicant's Signature_____

Date_____

Principal/Immediate Supervisor 's Signature_____Date_____

Superintendent/Designee's Signature_____

Date_____

Twinsburg Support Staff
SICK LEAVE TRANSFER NOTICE

_____, an employee of _____ years, who works at
 (Name) (number)

_____ building is about to exhaust his/her accumulated
 sick leave and has requested the transfer of sick leave from any employee willing to transfer one
 or more days. It is estimated that _____ days will be needed.

Any employee wishing to transfer accumulated sick leave should complete the form below and
 return it to the Board Treasurer. A transfer that would reduce the donor employee below thirty
 (30) accumulated days will not be implemented.

.....

SICK LEAVE TRANSFER AUTHORIZATION

I, _____ authorize the transfer of
 _____ hours(s) (maximum forty (40) hours) of my accumulated sick leave to
 _____.

 Employee Signature

 Employee's Identification Number

 Date

CONTROLLED SUBSTANCE & ALCOHOL TESTING POLICY
FOR SAFETY SENSITIVE POSITIONS & OTHER CLASSIFIED EMPLOYEES
WITH REASONABLE SUSPICION

A. STATEMENT OF OPERATIVE DEFINITIONS

1. Accident:

An occurrence associated with bus transportation or snow-plowing that involves either fatality, injury requiring immediate medical treatment away from the scene, or when one (1) or more of the vehicles involved is transported away from the scene by tow truck or other vehicle.

2. Alcohol:

The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol (within any beverage, mixture, preparation, including medication).

3. Alcohol Concentration:

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by Evidential Breath Testing.

4. Medical Review Officer (MRO):

A licensed physician (MD or DO) responsible for receiving laboratory results generated by the Board's Drug Testing Program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information.

5. Performing a Safety-Sensitive Function (SSF):

A Covered Employee is considered to be performing a SSF and includes any period in which the employee is actually performing, ready to perform, or immediately available to perform such functions.

6. Prohibited Drug (Controlled Substance):

Marijuana, Cocaine, Opiates, Amphetamines or Phencyclidine.

7. Reasonable Suspicion:

A determination made by a Trained Supervisory Employee or Trained Board Designate based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.

8. Safety-Sensitive Function Employee (SSF/EE):

An employee engaged in performing an employment function in which safety is of primary consideration in the act of dispensing service (Bus Drivers, Mechanics) and Snow-Plow Drivers.

9. Substance Abuse Professional (SAP):

A licensed physician (MD or DO), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

B. STATEMENT OF TESTING PROCEDURES

1. Controlled Substance and Alcohol Testing (CS/AT):

An Overview:

The respective methodology for conducting CS/AT, and results of such respective tests, are specific in nature due to differences in:

- a. Legality issues between the use of Alcohol and Controlled Substances; and
- b. Means by which tests are conducted due to available scientific technology.

The results of testing for Alcohol or Controlled Substances are therefore different due to the specific nature of the test(s) administered. Due to these differences, the testing procedures shall be presented separately below. Description of the respective testing processes may be facilitated by a description of the roles and responsibilities of the MRO and the SAP.

Medical Review Officer (MRO):

The MRO is the medical authority responsible for interpretation of all drug testing results from the laboratory, both to the employer and employee. The MRO is responsible for making determinations which may include:

- a. Verified Negative Drug Test;
- b. Verified Positive Drug Test;
- c. Canceled test (invalid); or
- d. Refused to submit.

(The latter being equated with a "Verified Positive Drug Test".) The MRO, after making the medical determination, may refer the Covered Employee with a Verified Positive Drug Test result to a SAP.

Substance Abuse Professional (SAP):

Functionally, the SAP is designated as the individual who makes the determination of what course of action is required prior to employee return to duty.

The role of the SAP, in relation to the employee, is neither a counselor nor a treating professional. Specifically, the SAP:

- a. Evaluates an employee who either has:
 - 1) A Verified Positive Drug Test result (referred by the MRO to the SAP);
 - 2) Engaged in prohibited use of Alcohol as evidenced by Breath Analysis; or
 - 3) Refused to be tested;
- b. Makes recommendations to the employee that the employee must follow.
- c. Reevaluates the employee to determine if recommendations have been followed, before recommending Return-To-Duty Testing.
- d. Directs the number and frequency of Follow-Up Testing.

2. Alcohol Testing:

Alcohol Testing is mandated to test Safety-Sensitive Employees for the use of Alcohol in violations of law or Federal Regulations.

- a. Regulations specifically prohibit Alcohol use that could affect driving performance. Employees are restricted from the use of Alcohol, including:
 - 1) Use of Alcohol on the job;
 - 2) Use of Alcohol during the four (4) hours before performance of a SSF;
 - 3) Having prohibited concentrations of Alcohol in the system while performing SSFs;
 - 4) Use during the eight (8) hours following an accident; and
 - 5) Refusal to take a required test.

b. Test Administration for Alcohol:

Evidential Breath Testing may be done by qualified personnel on site. Immediate reporting by telephone, followed up by required formal documentation, shall allow an employee with a Verified Positive Test result to be prohibited as soon as possible from performing a SSF.

1) Qualifications to Administer Alcohol Testing:

Employee Alcohol Testing is to be conducted by a trained Breath Alcohol Technician (BAT). The BAT shall utilize an Evidential Breath Testing device (EBT) from the federally approved certified provider list. BATs shall be employed by the Board or shall be under contract with the Board. Direct Supervisory Employees of the Board shall not be permitted to administer a breath test to an employee he/she supervises.

2) Testing Site:

The testing site shall provide the employee an environment with aural and visual privacy and security during testing, or where the EBT is present. Standardized federal testing forms shall be utilized.

3) Interpretation of Test Results:

Alcohol Concentration	Interpretation
Initial test result less than 0.02	The initial Alcohol Test considered negative.
Initial test result greater than 0.02	Test must be confirmed by a second test using an EBT capable of printing results, date and time, a sequential test number, and name and serial number of the EBT.

4) Performance Restrictions:

The following parameters constitute the requirements of the regulations in regard to employee performance or delay of performance of a SSF. The Board shall adhere to the following requirements respective to the Alcohol Concentration Levels designated below.

Alcohol Concentration	Applicable Employee Performance Restriction
Equal or greater than 0.04	EE prohibited from performing any SSF until evaluated by SAP, completed any rehabilitation required, and tests less than 0.02.
Equal or greater than 0.02 but less than 0.04	EE prohibited from performing SSF for twenty-four (24) hours.

By Federal law, the Board must adhere to the above restrictions. The employee may request, at his/her own expense, to take a Blood Test after the second Breath Test. If the Blood Test is negative and within the time limits and regulations for blood testing, then the Board shall reimburse the cost of the Blood Test.

3. Controlled Substance Testing:

a. Regulations:

- 1) A Covered Employee may not report for duty or remain on duty during the performance of a SSF if he/she uses any Controlled Substance.
- 2) An employee may obtain certification from a physician that use of a Controlled Substance is authorized by a physician and will not adversely affect the ability to safely operate a commercial motor vehicle.
- 3) The Board will afford Covered Employees the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled substances that they have used and to explain the circumstances surrounding the use of such drugs and controlled substances.
- 4) An employee determined through testing to have been engaged in prohibited use of a Controlled Substance shall be removed from any duty that involves the performance of a SSF and be referred to a SAP.
- 5) The employee must submit a negative test result before being allowed to return to a SSF.

b. Test Administration for Controlled Substances:

- 1) Controlled Substance Testing is done through urinalysis, which is to be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

- 2) Urine specimens are analyzed for:
 - a) Marijuana (THC Metabolite);
 - b) Cocaine;
 - c) Amphetamines;
 - d) Opiates (including Heroin); and
 - e) Phencyclidine (PCP).
- 3) The procedures utilized shall provide for adequate safeguards in: (a) Collection Methodology, (b) Employee Protection, (c) Test Result Validity, and (d) Assurance that test results are attributed to the correct Covered Employee.
- 4) The Split-Sample Method of collection shall be utilized.
- 5) Employees shall have an opportunity to identify Controlled Substances they may be lawfully using through physician prescription, before taking the test.
- 6) If the test result of the Primary Specimen is positive, the employee may request that the MRO direct that the Split Specimen be tested in a different DHHS Laboratory.
- 7) Action required by DOT Regulations is not stayed pending the result of the test of the Split Specimen.
- 8) The MRO, as earlier described, shall be charged with test interpretation, and reporting to both employee and employer, as well as referral to a SAP.
- 9) At the recommendation of the SAP, treatment/rehabilitation and return-to-duty processes shall be available to the employee.
- 10) If a test of a Split Sample fails to confirm the presence of a Controlled Substance, the entire test is "cancelled" (considered invalid).

GRIEVANCE FORM

Grievant (aggrieved Person(s)/Association):_____

School:_____ **Principal/Immediate Supervisor:**_____

Date Grievance Occurred:_____

Date of Informal Conference:_____

Persons who conducted Informal Conference:_____

Date Formal Grievance Filed:_____

Identify provision of Master Agreement that was allegedly violated, misinterpreted, or misapplied:_____

Statement of Grievance:

Action/Relief Requested:

Grievant

cc: Superintendent

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services
 Stark County Schools Council of Governments: PPO Plan

Coverage Period: 07/01/2022-06/30/2023
 Coverage for: Individual/Family Plan Type: PPO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, contact AulCare at 1-800-344-8858 / www.aulcare.com or Medical Mutual at 1-800-228-6472 / www.medmutual.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.aulcare.com, www.medmutual.com, or by calling AulCare 1-800-344-8848 or Medical Mutual 1-800-228-6472 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For <u>network providers</u> \$250 Individual / \$500 Family For <u>out-of-network providers</u> \$500 Individual / \$1,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the calendar year <u>deductible</u> amount before this plan begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. <u>Network preventive care</u> is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	For <u>network providers</u> \$1,000 Individual / \$2,000 Family For <u>out-of-network providers</u> \$2,000 Individual/ \$4,000 Family <u>Network and out-of-network, non-emergency care</u> will track toward a separate <u>out-of-pocket limit</u> , not to exceed \$8,600 Individual/ \$15,400 Family.	The <u>out-of-pocket limit</u> is the most you could pay in a calendar year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Penalties, Premiums, balance-billing charges</u> , Prescription medication coupon, discount, or other manufacturer assistance programs for Specialty or other qualified medications, and health	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .

(DT - OMB control number: 1545-0047/Expiration Date: 12/31/2019)

Embedded Deductible & OOP, Integrated MOOP

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(DOL - OMB control number: 1210-0147/Expiration date: 5/31/2022) (HHS - OMB control number: 0938-1146/Expiration date: 10/31/2022)

Important Questions	Answers	Why This Matters:
	care this plan doesn't cover.	
Will you pay less if you use a network provider ?	Yes. For a list of network providers : AultCare: see www.aultcare.com or call 1-800-344-8858; Medical Mutual: see www.medmutual.com or call 1-800-228-6472.	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No.	You can see the specialist you choose without a referral .



All [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	10% coinsurance	20% coinsurance	None
	Specialist visit	10% coinsurance	20% coinsurance	None
	Preventive care/screening/immunization	No charge	20% coinsurance	You may have to pay for services that aren't preventive . Ask your provider if the services needed are preventive . Then check what your plan will pay for. Coverage for routine physicals, routine mammograms, prostate screening or pap test is limited to one per calendar year. Routine gynecological exams are limited to two per calendar year.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	20% coinsurance	Preauthorization may be required for certain imaging services.

[* For more information about limitations and exceptions, see the [plan](#) or policy document at www.aultcare.com or www.medmutual.com.]

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APPENDIX H-1

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at www.caremark.com or contact a Customer Care Representative at 1-888-202-1654.</p>	Generic drugs / Brand drugs	20% coinsurance	Not covered	<p>Mandatory generic drugs where available (unless doctor specifies Dispense as Written). Mail order is required for long term prescription drugs, limited to first fill and one refill at retail pharmacy. All subsequent prescription drugs must be filled by mail.</p> <p>Prescription medication coupon, discount, or other manufacturer assistance programs for Specialty or other qualified medications will not apply toward your Deductible or Out-of-Pocket Maximum.</p>
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	Preauthorization may be required for certain surgery services.
	Physician/surgeon fees	10% coinsurance	20% coinsurance	None
If you need immediate medical attention	Emergency room care	10% coinsurance	10% coinsurance	Network deductible will apply.
	Non-Emergency room care	\$175 copayment , then 10% coinsurance	\$175 copayment , then 20% coinsurance	Network & Non-Network deductible will not apply. Copayment and coinsurance , not to exceed out-of-pocket limit of \$8,600 Individual/\$15,400 Family.
	Emergency medical transportation	20% coinsurance	20% coinsurance	Network deductible will apply.
	Urgent care	10% coinsurance	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	20% coinsurance	Preauthorization is required. Penalty of \$200 may apply for failure to obtain preauthorization .
	Physician/surgeon fees	10% coinsurance	20% coinsurance	None
If you need mental health, behavioral health, or substance	Outpatient services	Benefits based upon the corresponding medical benefit.	Benefits based upon the corresponding medical benefit.	Services for Mental Health, Behavioral Health, or Substance Abuse are payable on the same basis as any other illness.

[* For more information about limitations and exceptions, see the [plan](#) or policy document at www.aulicare.com or www.medmutual.com]

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APPENDIX H-1

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
abuse services	Inpatient services	10% coinsurance	20% coinsurance	Preauthorization is required. Penalty of \$200 may apply for failure to obtain preauthorization .
If you are pregnant	Office visits	Benefits based upon the corresponding medical benefit.	Benefits based upon the corresponding medical benefit.	Cost sharing does not apply to certain preventive services . Depending on the type of service, deductible or coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	20% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	20% coinsurance	Preauthorization is required. Penalty of \$200 may apply for failure to obtain preauthorization .
If you need help recovering or have other special health needs	Home health care	10% coinsurance	20% coinsurance	Preauthorization is required.
	Rehabilitation services	10% coinsurance	20% coinsurance	Preauthorization may be required for ongoing services.
	Habilitation services	10% coinsurance	20% coinsurance	Preauthorization may be required for ongoing services.
	Skilled nursing care	10% coinsurance	20% coinsurance	Preauthorization is required.
	Durable medical equipment	10% coinsurance	20% coinsurance	Preauthorization is required for certain DME services.
	Hospice services	10% coinsurance	20% coinsurance	Preauthorization is required.
If your child needs dental or eye care	Children's eye exam	No charge	20% coinsurance	Eye exam coverage through age 20.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
<ul style="list-style-type: none"> Abortion (except in cases of rape, incest, or when the life of the mother is endangered) Acupuncture Bariatric Surgery 	<ul style="list-style-type: none"> Dental Care (adult) Hearing Aids Long Term Care 	<ul style="list-style-type: none"> Non-Emergency care when traveling outside the U.S. Routine Eye Care (adult) Routine Foot Care

[* For more information about limitations and exceptions, see the [plan](#) or policy document at [www.aulicare.com](#) or [www.medmutual.com](#).]

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Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic Surgery
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care
- Infertility Treatment
- Private Duty Nursing
- Habilitation Services

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: for group health coverage subject to ERISA, contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA(3272) or www.dol.gov/ebsa/healthreform; for non-federal governmental group health plans, contact Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cco.cms.gov. Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA(3272) or www.dol.gov/ebsa/healthreform or call the Ohio Department of Insurance 1-800-686-1526; for non-federal governmental group health plans and church plans that are group health plans, contact AultCare at 1-800-344-8858, Medical Mutual at 1-800-228-6472, or call the Ohio Department of Insurance 1-800-686-1526.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

[Navajo (Dine): Dine'kehgo shika a'ohwol ninisingo, kwijigo holne' AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control

[* For more information about limitations and exceptions, see the plan or policy document at www.aultcare.com or www.medmutual.com.]

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number. The valid OMB control number for this information collection is 0938-1146. The time required to complete this information collection is estimated to average 0.08 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$250
■ Specialist coinsurance	10%
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

[Specialist](#) office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (ultrasounds and blood work)
[Specialist](#) visit (anesthesia)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing

Deductibles	\$250
Copayments	\$0
Coinsurance	\$800

What isn't covered

Limits or exclusions	\$60
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The total Peg would pay is	\$1,060
-----------------------------------	----------------

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$250
■ Specialist coinsurance	10%
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (including disease education)
[Diagnostic tests](#) (blood work)
[Prescription drugs](#)
[Durable medical equipment](#) (glucose meter)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing

Deductibles	\$250
Copayments	\$0
Coinsurance	\$500

What isn't covered

Limits or exclusions	\$20
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The total Joe would pay is	\$770
-----------------------------------	--------------

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$250
■ Specialist coinsurance	10%
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

[Emergency room care](#) (including medical supplies)
[Diagnostic test](#) (x-ray)
[Durable medical equipment](#) (crutches)
[Rehabilitation services](#) (physical therapy)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing

Deductibles	\$250
Copayments	\$0
Coinsurance	\$300

What isn't covered

Limits or exclusions	\$0
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The total Mia would pay is	\$550
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The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

SUMMARY OF DENTAL COVERAGE

- | | |
|---|---|
| 1. Maximum benefits per covered person: | Class I, II, or III: \$2,500/person/year |
| | \$25 per year |
| 2. Deductible (Individual) | |
| | \$75 per year |
| 3. Deductible (Family) | |
| 4. Co-insurance Amounts: | |
| | 100% of Usual & Customary (no deductible) |
| a. Class I – Prevention | |
| | 80% of Usual & Customary |
| b. Class II – Basic | |
| | 80% of Usual & Customary |
| c. Class III – Major | |
| | 60% of Usual & Customary |
| d. Class IV – Orthodontia | |
| | \$1,200 per individual |
| Lifetime Maximum Orthodontia: | |

SUMMARY OF VISION COVERAGE

1. Eye Examinations:

One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

2. Lenses:

One (1) pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one (1) or two (2) lenses or contact lenses, but not more than:

	Per Lens	Per Pair
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact Lenses (cosmetic)	\$35	\$70
Contact Lenses (medically necessary)	\$200	\$400

Note: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:

- a. The lenses are necessary following cataract surgery;
- b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
- c. The lenses are necessary for the treatment of anisometropia or keratoconus.

4. Frames:

One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:
 - a. Sunglasses, whether or not requiring a prescription
 - b. Drugs or medications
 - c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d. Services and supplies rendered or furnished as a result of loss, theft, or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e. Orthoptics or vision training
 - f. Aniseikonic lenses
 - g. Coated lenses
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

TWINSBURG BOARD AND TSSA NEGOTIATIONS 2022

CONSENSUS STATEMENT

During the negotiations for a successor agreement to the Master Agreement between the Twinsburg City School District Board of Education and the Twinsburg Support Staff Association, the parties reached consensus on the following items:

1. If an employee refers a student for discipline due to an alleged violation of the Student Code of Conduct, the employee's immediate supervisor will notify the employee whether disciplinary action was imposed on the student.

With respect to written referrals submitted by a bus driver / bus attendant, the Transportation Supervisor will provide to the driver /attendant written acknowledgement of receipt of the referral. After the building principal informs the Transportation Supervisor that the matter has been addressed, the Transportation Supervisor will send an email to the driver / attendant indicating that the matter (identified by referral number) was addressed; the email shall not contain any specific details concerning the disposition of the matter.

If the Association has a concern related to implementation of Item #1 of this Consensus Statement, the Association President may raise the issue at a Labor-Management Committee meeting.

2. Article 14, Paragraph D, includes new language concerning the District making direct payment for fingerprinting and background checks required of employees for their regular positions (not supplemental positions) every four years (or as otherwise required by state law/regulations). In recognition that some bargaining unit members may have incurred this cost (i.e., paid for the costs associated with obtaining the required fingerprinting and background checks) since July 1, 2022 (the effective date of the new Master Agreement) and the dates when the new Master Agreement will be ratified by the Association and approved by the Board, the Parties expressly agree that after the new Master Agreement is ratified/approved, current employees who have incurred such costs since July 1 will have a window of thirty (30) calendar days in which to submit to the Treasurer's Office a completed purchase order and proof of payment in order to be reimbursed for this expense – if an employee made payment to the District for the fingerprinting/background check, the District's receipt book shall contain a receipt of the District having received the payment from the employee, and that receipt will serve as the requisite "proof of payment" (i.e., the employee will only need to turn in the completed purchase order form). The request for reimbursement will be processed and paid in accordance with the District's normal reimbursement procedures and timeline.

CERTIFICATE

(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED that the Twinsburg City School District, Summit County, Ohio has sufficient funds to meet the contract, obligation, payment, or expenditure for the attached contract, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

BY: Tuba Rokunjo
Treasurer

BY: Kathryn M. Powers
Superintendent of Schools

BY: Robert F.
President, Board of Education

DATED: February 1, 2023