



AGREEMENT

between the

Akron Board of Education

and the

**Akron Association of
Classified Personnel/
Ohio Education Association**

AACP/OEA

Effective:

July 1, 2010 through June 30, 2012

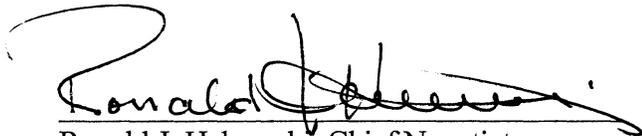
FOREWORD

On April 24, 1972, the Akron Board of Education and the OAPSE, Local 117, & OAPSE/AFSCME AFL-CIO ratified the first written formal Agreement, effective July 1, 1972. We enjoyed eight formal Agreements under OAPSE.

In October, 1993, Local 117 changed representation from OAPSE to the Ohio Education Association (OEA) and became the Akron Association of Classified Personnel (AACP), OEA/NEA. On March 1, 1994, the first contract under OEA became effective.

The members of the negotiating teams are pleased to present you with a copy of our twelfth formal Agreement with the Akron Board of Education--the fourth under OEA. As you become more familiar with the understandings and solutions reached during the negotiating process, we trust that you will find them reasonable and functional from a personal point of view.

This formal document promises to promote better understandings, more positive relationships, and a climate that will result in improved services for the Akron community.



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ARTICLE I - PURPOSE

1.01 It is the intent and purpose of the Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving grievances and to set forth wages, hours of work and other conditions of employment.

ARTICLE II - RECOGNITION

2.01 The Akron Board of Education (hereinafter, the “employer”) recognizes the Akron Association of Classified Personnel (AACP), OEA/NEA (hereinafter, the “Union”), as the sole and exclusive bargaining agent for all employees who work in the Job Specialties of Data Processing; Fiscal; Clerical and Secretarial; and Duplicating and Publications, as outlined in the Classification Plan for Office Support Personnel, attached to this Agreement, as well as any other positions which may be established by the Employer pursuant to Section 2.03 of this Agreement and who occupy the positions listed by job code below:

170	178	193	206
171	179	194	208
172	180	195	215
173	181	196	221
174	185	197	222
175	186	198	223
176	187	202	
177	188	205	

The Union president and OEA representative must be notified of any proposed unit changes prior to submission to the Civil Service Commission.

2.02 A. Excluded from the bargaining unit are all individuals who are not employees as defined herein, all individuals who are members of some other bargaining unit, Supervisor of Inventory Control, all programmers, all architects/architectural draftsmen, all students, all substitutes and temporary employees, and all other individuals not specifically included in the above-described bargaining unit, and all individuals occupying the following confidential positions:

- Assistant to the Superintendent/Board
- Secretary to the Superintendent

- Administrative Secretary/Secretary III, Executive Director, Human Resources (two positions)
 - Personnel Technician/Executive Director, Human Resources
 - Personnel Technician/Manager, Health Benefits
 - Personnel Technician, Classified Staff
 - Personnel Technician, Support Staff
 - Administrative Secretary/Attorney
- B. Confidential employees reentering the bargaining unit shall be credited with all previous bargaining unit service and after one (1) year shall be credited with all previous bargaining unit service and all service as a confidential employee.
- C. Any employee who did not occupy a position on the above list as of July 1, 1987, but who thereafter comes to occupy one of these excluded positions, and who subsequently ceases to occupy such excluded position and returns to the bargaining unit during the first ninety (90) days in such excluded position, will be treated for seniority purposes as if he/she had never left his/her previously held bargaining unit position.

2.03 NEW CLASSIFICATION

All newly created classifications within any classification series included within the bargaining unit which are similar to job classifications then included within the bargaining unit shall become a part of the bargaining unit and covered by and subject to the terms and provisions of this Agreement. The employer shall consult with the Union prior to the initiation of the establishment of the classification. The Union may request bargaining concerning the appropriate rate of pay and rights for the classification. The employer retains the right to implement a proposed rate pending such negotiations. A job description shall be forwarded to the Local Union president prior to the establishment of the classification.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The employer retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States, including all of the rights defined in Revised Code Section 4117.08 (C)(1-9). These include:

- A. Determine matters of inherent managerial policy.

- B. Direct, supervise, evaluate or hire support staff employees.
- C. Determine the efficiency and effectiveness of the employer's operations.
- D. Determine the overall methods of operation and personnel needed.
- E. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote or retain support staff employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer.
- H. Effectively manage the work force.
- I. Take such actions as are necessary to carry out the mission of the employer.

The exercise of the foregoing management rights by the employer shall be limited only by the terms of this agreement.

ARTICLE IV – DEFINITIONS

- A. “Employee” shall mean any individual employed in the Akron City School District and working a minimum of five (5) hours per day, five (5) days per week, thirty-seven (37) or more weeks per school year, for whom the Union is the recognized representative as set forth in the Recognition Clause of this Agreement.
- B. “Union” shall mean Akron Association of Classified Personnel (AACP), OEA/NEA.
- C. “Board” shall mean the Akron Board of Education.
- D. “Employer” shall mean the Akron City School District.
- E. “Work day” is a day that an employee is assigned to duty. These days are established by the School Calendar adopted by the Board.
- F. “Treasurer” shall mean the Treasurer of the Board.
- G. “President” shall mean the local Union President.
- H. “Executive Director” shall mean the Executive Director, Human Resources or his/her designee, unless otherwise specified.
- I. “Coordinator” shall mean the Coordinator, Support Staff

- J. “Immediate Supervisor” is a building principal, administrator, or supervisor responsible for the employee's direct supervision.
- K. Seniority: “System-wide Seniority” shall be defined as the length of continuous uninterrupted service in the bargaining unit or as outlined in Article 2.02(B). Authorized leaves of absence do not constitute an interruption in continuous service; nor do the bridging provisions in Article 2.02(C), above.
- L. Underfill: An employee appointed to or placed in a position (after the bidding process has been exhausted) which has a higher classification than the classification currently held by the employee.
- M. Overfill: An employee appointed to or placed in a position (after the bidding process has been exhausted) which has a lower classification than the classification currently held by the employee.
- N. Pronouns: All use of the terms “he,” “she,” “his,” “him,” or “her” in this Agreement shall be interpreted as referring to both female and male employees.
- O. “Confidential employee” means any employee who works in the personnel offices of a public employer and deals with information to be used by the public employer in collective bargaining; or any employee who works in a close continuing relationship with public officers or representatives directly participating in collective bargaining on behalf of the employer. §4117.01(K).

ARTICLE V - CONFLICTING PROVISIONS

- 5.01** The procedures stated in the Agreement shall take precedence over previous rules, regulations or practices. When a condition is not covered by this Agreement, the Board Policies and/or Administrative Regulations or Civil Service Rules will apply.
- 5.02** In the event any federal law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.
- 5.03** All existing Board policies, instructions or handbooks shall in no way limit the rights granted employees in this Agreement. Any portion of an existing document inconsistent with the provisions of this Agreement shall be modified, deleted, or corrected to adhere to this Agreement.

ARTICLE VI - DISCRIMINATION AND COERCION

There shall be no discrimination or intimidation by the employer or the Union against any employee as a result of or because of such employee's race, color, religion, sex, national origin, ancestry, age, handicap, membership or non-membership in the Union.

ARTICLE VII - PERSONNEL RECORDS

Each employee shall be required to submit specific personnel information and documentation upon request.

All new employees must submit tuberculosis test information and fingerprints for BCII check Board Policy

7.01 CIVIL SERVICE EVALUATIONS

There shall be an annual evaluation completed in May on each employee's work performance. The period of evaluation shall be May 1 through April 30. The evaluation shall be examined by the employee prior to being placed in the file folder. A copy of each evaluation form shall be furnished to the employee, with the employee having the right to submit a written rebuttal to be attached to the evaluation. Nothing shall prevent either party from requesting or conducting an interim evaluation where an employee's performance evaluation has been unsatisfactory. Probationary employees shall be evaluated two (2) times during the probationary period. The immediate supervisor who has direct daily supervision over the employee shall be a rater on the evaluation report.

An employee receiving an evaluation with less than an overall rating of satisfactory may appeal the rating through civil service.

An employee receiving any rating or evaluation containing a less than satisfactory rating in any area other than attendance may appeal such rating to the coordinator. A conference shall be scheduled to discuss the rating, including the right to union representation. The evaluation process must be completed, a conference held with the employee to discuss the rating and a copy of the evaluation form provided to the employee within thirty (30) days. Not later than June 4, the Union shall be provided a list of all evaluations which were not completed by May 30.

7.02 ABSENCE AND CIVIL SERVICE PROMOTIONAL EXAMINATION

An employee's long-term absence [fifteen (15) days or more per occurrence] shall not prevent the employee from taking a civil service promotional examination or from being considered for transfer to another position. (See also section 8.25L).

7.03 REVIEW OF PERSONNEL FILE

The Human Resources office shall be the custodian of the official personnel file. An employee may review his/her personnel file folder, so long as he/she does not remove any article. The Human Resources Office file of individual employees shall be open, upon request, for inspection by the employee. The employee may have a representative of the local Union present while he/she reviews his/her file. The employee shall be able to review his/her file as soon as feasible but no longer than one (1) work day.

Anyone viewing the personnel file of an employee, except Board employees assigned to the Department of Human Resources, shall sign and date a form provided for this purpose in the employee's personnel file. No student shall have access to the personnel files.

7.04 CONTENTS OF PERSONNEL FILE

Upon request, the need to maintain disciplinary and/or derogatory material in the employee's personnel file can be reviewed after two (2) years.

An employee shall receive a copy of any derogatory material before it is entered into his/her file. The employee shall date and sign the file copy to indicate that he/she has received a copy of the material in question. The employee's signature does not necessarily show that he/she agrees with the content of the material.

An employee shall have the right, at any time, to file a written answer to such material. If an answer is written, it shall be attached to and become a part of the material on file.

If an employee disputes the accuracy, relevance, timeliness, or completeness of personal information that pertains to the employee in the personnel file, the employee may request the Human Resources office to investigate the current status of the information. The Human Resources office shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall notify the employee of the results of the investigation and of the action that the agency plans to take with respect to the disputed information. The Human Resources office shall delete any information that it cannot verify or that it finds to be inaccurate.

If the Human Resources office decides to maintain the disputed material in the file, the employee may utilize the grievance procedure.

Materials placed in the employee's file must be initialed and dated by the person who authorized the placing of the material in the file. No anonymous letters or materials shall be placed in an employee's file nor shall they be made a matter of record. These materials shall be time and date stamped when received by the Human Resources office.

Should a complaint be made against a bargaining unit member by telephone, the caller shall be directed to register the complaint in writing.

ARTICLE VIII - PERSONNEL POLICIES

8.01 ANNUAL TIME SCHEDULE

The following annual time schedules have been established for employees:

- 522 An employee who works on the 522 Time Schedule is scheduled to work for 52 weeks a year.
- 430 An employee who works on the 430 Time Schedule is scheduled to work 43 weeks a year. The employee will work two (2) weeks before the new school year begins and three (3) weeks after the close of the school year.
- 422 An employee who works on the 422 Time Schedule is scheduled to work 42 weeks a year. The employee will work two (2) weeks before the new school year begins and two (2) weeks after the close of the school year.
- 413 An employee who works on the 413 Time Schedule is scheduled to work 41 weeks a year. The employee will work the first day of the new school year and three (3) weeks after the close of the school year.
- 412 An employee who works on the 412 Time Schedule is scheduled to work for 41 weeks a year. The employee will work two (2) weeks before the new school year begins and one (1) week after the close of the school year.
- 411 An employee who works on the 411 Time Schedule is scheduled to work for 41 weeks a year. The employee will work one (1) week before the new school year begins and two (2) weeks after the close of the school year.

8.02 PAYROLL PROCEDURES

- A. Payroll dates will be sent out by the Treasurer's Office prior to the beginning of the individual classification work year.
- B. Checks will be delivered to the school offices by the Pony Mail System for employees and to the homes of temporary employees by U.S. Mail, unless other prior arrangements have been made with the Treasurer's Office.
- C. The "daily rate of pay" of an employee is determined by dividing the annual salary rate for the school year by the number of days for the employment classification as established annually by the employer through the school calendar.
- D. Employees hired after July 1, 2005 shall participate in payroll direct deposit per payroll guidelines.

- E. Current procedures used when a payday falls on a calamity day will be maintained.

8.03 JOB SHARING

- A. A Job Sharing Team may be established if two (2) bargaining unit members holding the same job classification desire to arrange to Job Share.
- B. To qualify for Job Sharing, a member must have a minimum of one (1) year of continuous employment in the bargaining unit as of the beginning date of the Job Share.
- C. A decision must be made between the members applying to Job Share as to whose position will be shared, as one person must surrender all rights to his/her position in order to establish a Job Sharing Team.
- D. Requirements. Job Shares shall be established in one (1) year increments beginning July 1 (or the pay period beginning closest thereto), and are not subject to revocation by either participant. In the event one of the participants is unable to complete the Job Share, Section E.3. below shall apply. Fringe benefits shall be apportioned in accordance with the Job Share agreement.
- E. Procedures.
 - 1. By May 15, the two (2) members wishing to Job Share must send a jointly-signed letter to this effect to the Coordinator. The letter must indicate the current positions, Time Schedules and job classification of the applicants, and must clearly stipulate which Office Support position will become the shared position and which member of the Office Support Staff is surrendering rights to his/her position.
 - 2. In addition, a conference will be required between the Office Support Personnel applying to Job Share, their Immediate Supervisors, a Treasurer's Office representative, and the Coordinator. At the end of the conference, the two participants will complete and sign a Job Share Agreement form, which includes the work schedule and other information pertinent to the Job Share. A copy shall be forwarded to the Union President.
 - 3. At the conclusion of the Job Sharing arrangement, the member who surrendered his/her position may – in the following order: (1) elect to bid into any position currently posted in his/her classification; (2) be placed in a vacant position by the Coordinator; or (3) if no vacancies exist in his/her classification (after procedures in Article 8.23 have been exhausted) shall be placed as an overfill or underfill by the Coordinator. If no vacancies exist, the member will be assigned as a floater for a maximum of ninety (90) days.

4. If there are no vacancies available after ninety (90) days (after procedures in Article 8.23 have been followed), the employer may find it necessary to place the member on layoff, without bumping rights, until such time as a vacancy develops.
5. Participants in Job Share who wish to renew their Job Share for the year following must send a jointly-signed letter with the approval of the supervisor to this effect to the Coordinator by May 15.
6. If the Supervisor does not approve the renewal, it shall not be renewed.

8.04 STANDARD WORK DAY

- A. The normal work week shall be from Monday through Friday. The standard work day consists of eight (8) hours of actual working time, which includes relief time, but does not include lunch break.

The standard work week consists of forty (40) hours.

- B. Schedule changes may be made when reasonable and necessary. The supervisor shall ask for volunteers where applicable. Right of refusal shall be in order of building/office seniority. Schedule changes shall be documented with a copy given to the affected employee and to Human Resources.
- C. The immediate supervisor, with the written approval of the Executive Director, shall determine and assign the beginning and ending times for long term schedule changes. A conference shall be held with the employee prior to the decision being made.
- D. The supervisor may implement short-term schedule changes of ten (10) work days or less without written approval of the Executive Director, Human Resources.
- E. The daily work schedule may not be changed by more than 30 minutes without the express consent of the employee.
- F. The immediate supervisor may schedule lunch and break times. In administrative offices with more than one employee, the lunch hour will be staggered whenever possible in order to keep offices open during the noon hour.
- G. An employee may, with approval of immediate supervisor, be allowed to work flex time at a different worksite including off board premises to complete specified duties or projects.

8.05 RELIEF PERIODS

Employees are permitted to take relief periods not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. The fifteen (15) minute relief period is not to be taken at the close of the day to permit early dismissal or attached to the lunch hour for an extended lunch time. Relief time may not be accumulated.

8.06 OPEN HOUSE, PARENT -TEACHER CONFERENCE DAYS OR REPORT CARD PICKUP

- A. Employees may be required to work additional hours for Open House, Parent-Teacher Conference Days or Report Card Pickup.
- B. Overtime/Compensatory time will be arranged in accordance with this Agreement.

8.07 MEMBER WORK LOAD

Distribution in schools shall not be less than:

3 Secretary III's (2 @ 522 and 1 @ 422) at any high school

2 Secretary III's @ 430 at any middle school

1 Secretary III in Special Program Schools at the appropriate time schedule (i.e. @430 if middle school, @422 if elementary school, and @422 if high school)

1 Secretary III @ 422 at any elementary school

The Board shall take student population, student mobility rate, Special Education population and student absences into consideration in assigning the remaining Secretary III positions to schools. These assignments shall be made/adjusted effective the first full pay period in November.

All high schools, all middle schools, and elementary schools with student enrollment of 500 or more are Level 17 positions. Elementary schools with student enrollment less than 500 are Level 16 positions.

- A. Secretarial workloads shall be adjusted by the following steps:
 - 1. Bargaining unit members shall not be responsible for tasks related to homework assignments for absent students other than giving appropriate personnel the message and allowing the materials to be kept in the school office for pick up.
 - 2. At no additional cost to the Board, the middle schools and high schools which have telephones capable of phone message systems shall have them

activated as soon as possible. The bargaining unit member(s) will provide input as to the manner in which the phone will be on automatic program in the system.

- B. For the purpose of annually adjusting school secretaries' salaries, the EMIS October head count, plus half the IPP enrollment (half-day classes) or the total enrollment (full-day classes), shall be used to determine the school enrollment. Any salary adjustments shall be effective at the beginning of the first full pay period in November.
- C. The Elementary School Secretary who is presently working in a school building whose enrollment drops below the prescribed number to maintain the employee's present salary--shall remain at the same pay range for as long as the employee remains in the same assignment at the same school building.
- D. The 411/412/413/422 Secretary may return during the summer when determined necessary by Secretary, Principal and/or Coordinator, at regular rate of pay and to cover the office while the 522 Secretary is on vacation.
- E. Elementary and Middle School secretaries may earn compensatory time, use flextime per 8.04 G, or leave without pay to any five (5) days during the summer which are mutually agreed to by the secretary and principal.
- F. No member of the bargaining unit shall be required to perform services not directly and specifically related to the operation of Akron Public Schools. There shall be no requirement to perform services related to any supervisor's or teacher's outside interests, associations, affiliations, clubs, fraternities, sororities, etc. Any dispute regarding the appropriateness of a work assignment shall be referred to the Coordinator for a determination. If the member disagrees with the Coordinator's decision, the matter may become subject to the grievance process. There shall be no retaliation of any kind by any teacher or administrator for declining to perform such unrelated work.
- G. In the event an employee is requested to fulfill duties and responsibilities that fall beyond the job description for the employee's present position, the substituting employee shall be paid the higher rate beginning on the third consecutive work day of substitution. Higher rate of pay shall be determined by the employee being advanced to that same step of the salary schedule in the new classification.
- H. The employer shall follow Civil Service Rules in filling any classified position under Civil Service jurisdiction, and/or all relative procedures contained herein.
- I. An employee shall not be required to work in violation of the employee's job description, class specification, City of Akron Civil Service Commission rules and regulations, and the specific terms of this Agreement.

In the event that an employee is required to perform work outside his/her job description in violation of this section, the employer, upon notification from the Union, shall meet with the Union to discuss the matter. If the employer and the Union are unable to satisfactorily resolve the dispute, the Union may, within ten (10) calendar days after the employer and the union meet, submit the matter for a decision to the grievance procedure.

J. Clear-Direction

In the event an employee receives inconsistent directions regarding work responsibilities or work assignment, directions from the immediate supervisor shall take precedence over all others. The employee may request a conference with the immediate supervisor in order to establish clear direction. In the event a problem persists, the employee may request a second conference with Union Representation, which shall be held within five (5) work days.

K. Pilot Programs

The Coordinator, the President, and one (1) other employee as each deems appropriate, shall give input in the planning of any pilot program or programs implemented on a system-wide basis which may impact on employees.

L. New/Additional Computer Work

1. The Coordinator, the President, and one (1) other employee as each deems appropriate, shall give input in the planning of any new computer programs being piloted or implemented on a system-wide basis which may impact on employees. Bargaining unit members shall be included in the computer related work planning meetings.
2. The principal/administrator and secretary(s) shall meet to discuss prioritizing and distributing the computer related workload. In the event they are unable to develop an agreeable solution, the matter shall be referred to the labor-management committee.

M. Medication

1. Student medication will be dispensed by individuals outside of the bargaining unit. In the event that individual is absent, bargaining unit members may be required to assist for no more than two (2) consecutive days.
2. The board will monitor the health aides situation and address the issue before the next contract is signed with a provider.

N. Civil Service Job Studies

1. An employee may, with the approval of the immediate supervisor, request a Civil Service job study. If approved, the request shall be submitted to Civil Service. Approval by immediate supervisor shall not be unreasonably withheld.
2. All requests, related data and results of a review by Civil Service shall be made available to the Union.

O. Itinerant Secretary

There shall be three itinerant secretaries working from the Human Resources Division. Two itinerants shall be long schedule, and one shall be short schedule.

P. Absent Secretary

1. If a school secretary is absent, the principal shall call the Community Assistant to report to work.
2. The principal shall then notify the Office of Support Staff to assign an Itinerant Secretary to do the attendance for the day.
3. A bulletin will be sent at the beginning of the school year by the Coordinator to principals informing them of the above procedures to use in the event a secretary is absent at a school building.

8.08 OFFICE DISCIPLINARY RESPONSIBILITY

It shall not be the responsibility of any employee to discipline or be placed in supervision of a student who has been sent to the office for disciplinary reasons.

8.09 ASSAULT

- A. No employee is ever required to tolerate any act of gross or flagrant misconduct, including derogatory, abusive or vile language, acts of violence, threats of assault or insubordination. Any case of assault, verbal or physical, suffered by an employee shall be reported in writing at once to the immediate supervisor on the verbal/physical assault report form. The immediate supervisor shall acknowledge receipt of such a report and shall report this information to the Coordinator, Support Staff; Director Student Services and the Local Union President. The immediate supervisor shall complete the back of the form indicating the action taken.

B. Assault is defined herein as:

1. *Physical assault* is purposely causing or attempting to cause physical contact with a bargaining unit member with the intent or potential to harm her or him or interfere with the staff member's performance of duties.
2. *Verbal assault* is any threatening or abusive language directed at a member by any individual. Abusive language includes, but is not limited to, harsh, coarse, or insulting words that are injurious, improper, hurtful, offensive, or reproachful. They may include the degradation of a person based on race, color, national origin, sex, religion, age or handicap.
3. *Threatening language* includes any express declaration or the implication of an intention to determination to inflict injury upon a person, upon a member of that person's family or property.
4. *Threat of assault:* any member who is threatened with bodily harm by any person(s) on Akron Public School property shall notify the immediate supervisor, in writing, of the threat. The immediate supervisor shall acknowledge receipt of such report and shall report this information to the Coordinator, Support Staff, and the local union president.

Should a subsequent review indicate that the allegations are correct, the immediate supervisor shall take the appropriate action, and report what action was taken to the bargaining unit member.

- C. An employee shall be granted up to five (5) paid days of absence due to a disability resulting from an assault by any person when performing his/her duties. A written physician's statement describing the nature and anticipated duration of the disability must be submitted. The employee shall be paid regular compensation for the time lost due to an assault. If the absence extends beyond five (5) days, the employee may be required to submit to an examination by an employer approved physician. The examination will be conducted at the employer's expense. Additional time beyond the five (5) days may be authorized by the Superintendent after consultation with the employer appointed physician. To qualify for an assault leave, the member must submit a written physician's statement describing the nature and anticipated duration of the disability.
- D. Paid days granted due to assault shall not be charged against the employee's accumulated sick days.

8.10 OVERTIME

- A. The employer shall pay for authorized overtime at the rate of time and one-half for all hours worked over eight (8) on any day, or over forty (40) in any week.

Overtime/compensatory time can be provided with the supervisor's/principal's prior approval for time sensitive duties.

In lieu of receiving overtime compensation during that pay period, the employee may elect compensatory time off at the rate of one and one-half hours off for each overtime hour worked.

If compensatory time is elected, the employee may arrange with his/her supervisor to use such time within the next twelve (12) working months.

If compensatory time is not used within this twelve (12) month period, it will be scheduled by the employer within the next working month or it will be paid.

- B. Overtime will be offered on a rotating seniority basis to bargaining unit employees in the department affected who ordinarily perform the work to be done. All work beyond the normal work schedule shall be optional time.
- C. Any employee required to work during the time of an emergency created by an Act of God, such as a tornado, flood, snowstorm, etc., requiring schools to be closed to students, shall be compensated at the regular rate for all hours worked during such emergency in addition to Calamity Day pay.
- D. 1. Overtime pay or compensatory time will be offered annually to secretaries working in school offices in the amount of forty (40) hours per secretary. The forty hours may be earned and paid at any time during the school year. This overtime will be paid at the rate of time-and-one-half times (1½x) the employee's regular rate of pay. All work beyond the normal work schedule shall be optional time. Requests for overtime beyond forty (40) hours are subject to prior approval by the Coordinator, Support Staff.
2. Secretaries who work in school offices and who will not be using part or all of the allocated forty hours for overtime pay shall report in writing to the Coordinator of Support Staff the number of hours which will not be used for overtime pay. The Coordinator will then redistribute the unused overtime hours – until all hours are disbursed – on a case by case basis to secretaries working in schools who so request the time and who have the approval signature of their principal.
3. Each school secretary shall submit the number of overtime paid hours he/she worked during the pay period they were worked.

- E. If the Human Resources Department is unable to provide a substitute (not an Educational Assistant) for any employee who is absent for more than three (3) days due to illness or in a position that is vacant for more than three (3) days, the remaining employees in that department shall be offered overtime in accordance with B, above, in order to complete the work of the absent employee.

8.11 WEEKEND WORK

- A. Weekend Work – Employees not regularly scheduled to work on Saturday and/or Sunday who are called in to work shall be guaranteed a minimum of four (4) hours work and shall be compensated at the rate of time and one-half their regular rate of pay for such hours worked on Saturday and/or Sunday.
- B. Extended Time – Employees working beyond their regular work year and doing work that is not a usual and customary part of their regular job shall be on extended time. Extended time shall include summer school, special projects, relocation, and special needs/mandates. Extended time shall be voluntary and shall be paid in accordance with Job Code 602.

Employees doing their regular job beyond their regular work year shall be paid at their regular rate of pay. Such work is voluntary.

8.12 WORKING CONDITIONS

- A. All regulations and policies referring to employees established by the employer shall be available for review by all employees.
- B. In the event the student body is released due to unsafe, unfavorable or unsuitable building or weather conditions, Office Support Personnel shall be released no more than one-half (½) hour after students are dismissed unless the employee's presence is required by the immediate supervisor, in which case the employee shall be compensated as in 8.10(C). Should unsafe, unfavorable, or unsuitable conditions develop at the work location at a time when students are not in school, the Supervisor will provide – within one (1) hour – an alternate work location. If the Supervisor cannot provide an acceptable work location, Office Support Staff shall be released and paid for the remaining portion of the work day.
- C. Each employee shall be provided with a desk and chair. Each employee shall be provided all the office equipment and supplies of good quality deemed necessary by the employer to carry out work assignments in the most efficient manner. In the event a new position is created, an effort shall be made to have such equipment and supplies as of the starting day of the new position.

- D. The employer shall provide the following for all Office Support job stations:
1. Anyone with a recognized handicap condition substantiated with a doctor's diagnosis will be provided with the necessary equipment to accommodate the concern.
 2. Work area necessary to carry out the work assignment.
 3. Pro-Childrens Act of 1994 (smoke-free and other environmental issues) shall be implemented.

E. Personal Belongings

The Employer shall provide a secure and reasonably accessible place to keep personal belongings.

1. Each year the administration shall issue a written communication to bargaining unit members and administrators delineating the protocol to acquire equipment and/or locks.
2. In the event a bargaining unit members' work area does not have a secure place, the employee shall first contact his or her supervisor in regard to providing an accessible secure place for belongings.

- F. Bargaining unit members shall not be required to work at any building or work site unless another adult employee is present.

An employee who is unwilling to work when no other adult is present will make arrangements with the Coordinator to be assigned to an alternate worksite until an adult is present.

G. Safety

NOTE: Agreement was reached to have FMCS facilitate a Labor-Management Committee meeting to address security and safety issues.

1. The employer and the Union agree to cooperate in providing for the safety of all persons in the workplace. This shall include the discussion of all safety issues at Labor-Management meetings.
2. Two bargaining unit members shall be appointed by the Union President to the District Safety Committee and one bargaining unit member to any Building Safety Committees that may exist.

3. Each year the school principal and building secretaries shall develop a written emergency communication safety plan between the principal and the secretary(s) for use in urgent situations as a subset of the building safety plan.
4. The school principal shall annually submit to the executive director a copy of his/her building safety plan.

H. Mileage

Mileage amount shall be set at the Internal Revenue Code amount effective July 1 for the succeeding fiscal year.

I. Building Leadership Team (BLT)

1. A copy of the Building Leadership Team (BLT)/Faculty Advisory Committee (FAC) Agenda shall be provided to the bargaining unit member in the building not less than twenty-four (24) hours prior to each Building Leadership Team (BLT)/Faculty Advisory Committee (FAC) meeting.
2. Where BLT agenda items concern areas which may affect the employee, the employee shall be provided release time to attend for the items affecting them.

8.13 Vacation

A. Earning Vacation

An employee appointed to an office support personnel position, Time Schedule 522, prior to June 30 and who was not on Time Schedule 522 prior to the appointment, shall be authorized ten days of vacation entitlement - to be taken during the calendar year of the appointment. These days may not be “carried over.”

An employee appointed to an office support personnel position, Time Schedule 522, after June 30 and who was not on Time Schedule 522 prior to the appointment, shall be authorized five days of vacation entitlement - to be taken during the calendar year of the appointment. These days may not be “carried over.”

During the first full calendar year of employment, an employee with five (5) years or more of service credit, as determined by the schedule of salaries as of January 1, shall be authorized fifteen days of vacation entitlement--to be taken during the time period January through December of that year. An employee with less than five years of service credit shall be authorized ten days of vacation entitlement to be taken during the time period January through December of that year. These days may not be “carried over”.

Effective January 1 following the hire date or transfer to a 522 Schedule, the employee shall be entitled to that vacation entitlement based upon his/her anniversary date with the Akron Public Schools.

- 1. Employees hired prior to January 1, 1978, shall have an anniversary date, for vacation entitlement purposes, January 1 of the year of hire.
- 2. Employees hired on or after January 1, 1978, shall have an anniversary date, for vacation entitlement purposes, as follows:
 - a. An employee having a hire date of January 1 through June 30 shall have an anniversary date for vacation entitlement purposes of January 1 of the year of hire.
 - b. An employee having a hire date of July 1 through December 31 shall have an anniversary date for vacation entitlement purposes of January 1 following the year of hire.

Employees, previously employed by a political subdivision of the State of Ohio, are entitled to have this prior service with any of these Employers counted as service toward vacation.

Any secretary, formerly employed on a substitute basis, having worked no less than forty-one (41) weeks in a calendar year (January 1 - December 31), shall receive vacation credit from his/her original date of hire as a substitute when placed on a qualifying schedule.

B. Vacation Entitlement

Less than one year of service	10 days or less based on appointment date
Upon completion of one year but less than five years	10 days
Upon completion of five years but less than fourteen years	15 days
Upon completion of fourteen years	20 days
Upon completion of fifteen years	21 days
Upon completion of sixteen years	22 days
Upon completion of seventeen years	23 days
Upon completion of eighteen years	24 days
Upon completion of nineteen years and over	25 days

C. General Vacation Policies

1. The use of vacation days one week prior to, or one week after the closing of school, or two weeks prior to, or two weeks after the opening of school, shall not be authorized.
2. Employees entitled to three or more weeks of vacation may take no more than ten (10) consecutive vacation days at one time, unless more days are authorized in advance by the immediate supervisor.
3. In offices where employees and administrators are scheduling vacation time, vacation days should be scheduled so that the office is open throughout the work year.
4. In offices that have two (2) or more secretaries, vacation days should be scheduled so that Office Support is available on all scheduled work days.
5. Vacation may be taken one (1) day at a time, if approval is provided by the employee's immediate supervisor.
6. Vacation days earned during the year ending December 31 must be used in the following year, ending December 31. There is no "carry over" of vacation days from one year to another.
7. An employee who is hospitalized and who supplies a written statement verifying his/her inability to work may request personal illness absence in place of vacation time. An employee who experiences a death of a family member while on vacation may request that the appropriate number of days be charged to absence for death.
8. An employee who is in good standing and who is entitled to receive paid terminal vacation days when he/she resigns shall be granted payment for those days not to exceed one and one-half (1½) years of earned vacation credit. The employee must give written notice of his/her intention to resign to the Employer at least two full weeks prior to the effective resignation.
9. All requests for vacations will be subject to the approval of the immediate supervisor. The supervisor will give primary consideration to building/office seniority in granting approval.
10. No later than March 1, of each year, the employee entitled to a vacation must submit a tentative vacation schedule request to the immediate supervisor for approval. An employee has the right to make changes if necessary upon approval of the immediate supervisor.

11. If an employee on Time Schedule 522 takes a vacation during a period when a paid holiday occurs, that holiday is not chargeable against the employee's earned vacation days.
12. Exceptions to the policies contained heretofore may be authorized by the Superintendent or the Executive Director, Human Resources.
13. Vacations for employees returning from military service shall be in accordance with State and Federal Laws.

8.14 SCHOOL CALENDAR

- A. The School Calendar shall be adopted annually by the Board and shall designate: 1) work days with students; 2) work days without students; 3) paid holidays; and 4) non-paid holidays.
- B. The School Calendar Committee shall be composed of one (1) representative for each 500 employees or fraction thereof, represented by AACP, OEA/NEA and other bargaining units.
- C. Two choices for the distribution of School Calendar days to be negotiated annually by the School Calendar Committee and the Employer shall be placed on a referendum ballot.
- D. The School Calendar adopted by the Board shall be determined by a referendum of the employees who shall vote on the two (2) choices negotiated by the School Calendar Committee (the composition of which has been defined heretofore) and the Employer. The complete results of this balloting shall be posted in each building.

8.15 PAID HOLIDAYS

Employees working a 411/412/413/422/430 schedule will receive pay for nine (9) holidays and employees on a 522 schedule will receive pay for twelve (12) holidays as follows:

Time Schedule 411/412/413/422/430

- | | |
|--------------------------|------------------------|
| Labor Day | Martin Luther King Day |
| Thanksgiving Day | Presidents' Day |
| Thanksgiving Day (After) | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Day | |

Time Schedule 522

Independence Day	New Year's Eve*
Labor Day	New Year's Day*
Thanksgiving Day	Martin Luther King Day
Thanksgiving Day (After)	Presidents' Day
Christmas Eve*	Good Friday
Christmas Day*	Memorial Day

*Day closest thereto or as scheduled on calendar.

Employees must be in a pay status the regularly scheduled work day before and the regularly scheduled work day after a holiday to be paid for the holiday. Employees on unpaid leave on either of those days or who were not in the employ of the board of education on one of those days shall not be paid for the holiday.

8.16 APPOINTMENTS AND SEPARATIONS

- A. Appointments to all positions shall be made by the employer upon the recommendation of the Superintendent in accordance with this Agreement.
- B. All reductions, suspensions, separations, transfers and demotions, shall be made in written form and in accordance with this Agreement and the Civil Service Statutes, as set forth in the Ohio Revised Code. The employer and the Union acknowledge and agree that the Executive Director and/or his designee have full authority, as representatives of the Board, to impose discipline upon employees including, but not limited to, termination.
- C. Copies of all transactions as set forth in the Superintendent's recommendations shall be submitted to the President.
- D. The employer may establish rules and guidelines pertaining to all job classifications covered in this Agreement.
- E. All persons newly appointed to bargaining unit positions shall receive a packet including – but not limited to – the following items:
 - 1. A copy of the job description for their position's classification.
 - 2. A copy of employer's explanation pertaining to earning and taking vacation.
 - 3. A copy of employer's standard bulletins pertaining to employee rights and responsibilities.
 - 4. A copy of employer's standard civil service evaluation form.
 - 5. Information provided by the Union including a membership form.

8.17 SENIORITY PROVISIONS

To the extent permitted by law, and consistent with the responsibility of the employer to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Nothing in these seniority provisions shall be construed to change, amend or interfere with the Civil Service Statutes.

- A. The Office Support Person with the highest building/office seniority shall prevail in his/her choice of vacation scheduling or work hours with the approval of his/her immediate supervisor. (Building or office seniority is defined as continuous service in the bargaining unit in that building or office.)
- B. System seniority shall be defined as the length of continuous uninterrupted service in the bargaining unit or as outlined in Article 2.02(B). Authorized leaves of absence do not constitute an interruption in continuous service; nor do the bridging provisions in Article 2.02(C).
 - 1. Temporary and substitute employees shall not accumulate seniority. Classified secretarial substitutes may work in an assignment for a maximum of ninety (90) working days per year beginning with the date of assignment. This time may be extended by agreement with the Union or if the delay is caused by Akron City Civil Service Commission not providing an eligibility list.
 - 2. A classified secretarial substitute is an employee who is taking the place of another employee who has rights to return to an assignment with the employer or who is temporarily filling a vacant position.
- C. There shall be a probationary period of ninety (90) days to allow the employer to determine the fitness and adaptability of any new employee to do the work required. During such time a new employee shall have no seniority rights, and his/her qualifications to do the work required, or his/her discharge or lay-off for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement. Employees retained beyond this ninety (90) day period shall have their system seniority computed as of their date of hire.
- D. Promotions in all bargaining unit positions shall be made by a promotional examination in accordance with the rules of Civil Service.
- E. An employee who does not complete the ninety (90) day probationary period following a promotion or change in classification shall be returned to his/her former classification and pay range/step. If his/her previously held position is available, the employee shall be returned to that position. Otherwise the employee shall be assigned to a vacancy in his/her classification; or if no vacancy exists the employee shall be assigned to another appropriate classification at the former rate of pay for

up to ninety (90) days following which the employee may displace the least senior employee in his/her former classification.

8.18 ASSIGNMENT OF WORK LOCATION, PERMANENT TRANSFER AND BIDDING PROCEDURES

- A. As regular vacancies occur in the various schools and administrative offices, all employees will receive a notice of vacancy by school delivery and/or e-mail. Such notices will set forth the location, job code, classification, time schedule, salary range, job description and qualifications.

A vacancy is defined as: (1) an existing position that becomes vacant due to the retirement, resignation, employment termination, death, transfer or promotion of a bargaining unit member, or; (2) the creation or the restoration of a full time bargaining unit position.

If the Board decides to fill any such vacancies, then the vacancy will be filled according to the posting and bidding procedures as agreed to in Article 8.18.

- B. A notice of vacancy, and the effective date of the vacancy, shall also be given to the Local Union President. Within five (5) working days after the vacancy is filled, the effective date of the appointment and name of the person filling the vacancy shall be given to the Local Union President.

- C.
1. Any qualified employee interested in a certain vacancy must complete the resume and return it to the Coordinator not later than the deadline as listed on the notice of vacancy.
 2. During the school year, job postings shall be made for seven (7) work days. During the summer vacation period, job postings shall be made for ten (10) work days. Summer shall be defined as June 15 to August 15.
 3. In addition to mailed hard copies of the postings, summer vacancies will be posted on the website and by a call-in line.
 4. The immediate supervisor shall receive copies of the resume forms for his/her review prior to scheduling interviews with the applicants for the vacant position.
 5. When a vacancy is posted, in addition to persons who hold the same job classification, those who had previously held that job classification for a period of at least one (1) year within the last eight (8) years may bid, subject to Civil Service Rules and Regulations.

- D.
1. When a vacancy is to be filled by a lateral move, one of the three (3) most senior applicants shall be awarded the position. Should any of the three (3)

most senior applicants withdraw or reject the assignment after the interview, but prior to the filling of the vacancy, the next most senior bidder will be permitted to interview.

2. No external candidate shall be considered for nor awarded the position if there is an internal applicant.
3. In the event a principal/supervisor desires to restructure an office or reassign some duties, the restructuring shall be discussed in a Clarification of Duties (COD) meeting. Following the COD meeting, changes shall be clarified and communicated in writing.
4. If the list of applicants for a lateral transfer is exhausted, the position shall be declared a vacancy in order to obtain candidates from the Civil Service list. Vacancies shall be filled immediately upon receipt of the promotional eligible list. If there are no candidates on the promotional eligible list, consideration will be given to candidates on the open eligible list.
5. If there are no eligible lists, the employer shall immediately make a request to Civil Service for an examination, and the employer shall provide a copy of said request to the President. Tests shall be requested as soon as the Employer becomes aware of the anticipated vacancy.
6. If a vacancy cannot be filled after following the proper posting and bidding procedures, and using the correct classification promotional and open lists, an underfill may be used. The vacancy must be re-posted stating it is as an underfill and naming each classification (the position classification) and the posting classification. If the vacancy is still not filled following the posting and bidding procedures, then first the promotional list and then the open list should be used.
7. If a position is filled by an underfill (lower level of classification than the current position) or an overfill (higher level of classification than the current position), the employee in the position is required to bid on all postings for vacancies in their appropriate classification(s) in order to remain in the current position at the current salary.

If an overfill refuses to bid on a vacancy within their appropriate classification(s), or if after the interview process the overfill is selected for the open position and refuses it, he/she will be placed in the classification level and pay for the overfill position they currently hold.

If an underfill refuses to bid on a vacancy within their appropriate classification(s), or if after the interview process the underfill is selected for the open position and refuses it, he/she will remain in the position at the underfill rate of pay and classification.

8. An exception to paragraph 8.18(D)(7) would be persons who are considered underfills in positions that have been studied and approved by civil service to be upgraded to a higher classification. If any such person is not one of the top three applicants on the civil service list, they would remain as an underfill until: (1) they moved up to one of the top three spots as other openings are filled, or; (2) they retest with the civil service and are promoted.
 9. If a person vacates a position after the position has been upgraded by civil service, the position will be posted at the higher level.
- E. The employer shall fill vacancies, as quickly as possible, by one of the following procedures:
1. Job Bidding Procedures.
 2. When positions cannot be filled through the job bidding procedure, vacancies shall be filled immediately upon receipt of the Civil Service original or incumbent eligibility lists in accordance with the rules and regulations of the Civil Service Commission.
- F. If circumstances warrant, a qualified temporary employee may be utilized until all positions are filled.
- G. An employee may make two (2) transfers within one (1) year of any job change.
- H. Effective July 1, 1996, when an employee receives a promotion to a higher pay range, his/her step shall remain the same. All advancement in pay shall be in accord with the established Schedule of Salaries.

8.19 POSTING OF EXAMINATION TIMES AND PLACES

The employer shall post in each building all Civil Service promotional examination notices, which include the date, time and place of the examination at least five (5) work days before the deadline for submitting an application for the examination. Applicants for a position for which an examination is being given, who have the qualifications to take the examination or who have been accepted to take the examination on a conditional basis by civil service, shall be released from school duties to take the examination without loss of pay.

Such postings shall be on the bulletin board in the main office of each elementary and secondary school. In other buildings, a designated posting area shall be provided.

8.20 REDUCTION IN WORK FORCE OR LAYOFFS

Definition

A layoff is a situation wherein there is a reduction in the number of office support staff for valid reasons recognized by this Agreement. A layoff may result in bumping, reduction in classification, or loss of employment.

A. Basics

1. Whenever it becomes necessary to reduce the number of employees in a job classification due to abolishment of a position or lack of funds or lack of work, employees shall be laid off in the following sequence: temporary (substitute), new hire probationary, then underfills in that classification. Before any bargaining unit members can be laid off, all temporary or substitute employees must first be eliminated.
2. In cases where an employee is serving a probationary period in a new classification as a result of a promotion, the probationary employee would return to his/her previously-held classification. Said employee shall use system-wide seniority in determining order of lay-off.
3. Any employee bumping into a lower classification/time schedule is considered to be laid off for the purpose of layoff and recall procedures outlined in this agreement.

B. Notice

1. In case of layoff of employees, the impact of such action shall be a matter of discussion between the parties hereto in advance of the date of any layoff. Before such action occurs, the employer must specify in writing that the action is being taken. The President shall be notified in writing of the names and classifications of any bargaining unit member to be affected by layoff.
2. In any and all cases of layoff or bumping, the employee shall be informed in writing by the coordinator of all known job options available to the employee. The employee shall have a minimum of seventy-two (72) hours to inform the coordinator of his/her decision.

C. Layoff Procedure

1. Displaced employees shall have the right to bump within their classification series based on seniority per the layoff procedures chart. Layoff of

employees shall be made in the inverse order of seniority under the following rules:

- a. During a layoff situation the employee whose job is eliminated shall have the right to bump the least senior person in the same job classification and time schedule. The employee with the lowest system-wide seniority in the affected job classification and time schedule shall be the first laid off.
 - b. A displaced employee shall have the right to bump the least senior employee in the same job classification who is on a shorter time schedule (411/412/413/422/430), on the basis of the displaced person's system-wide seniority. If there is no employee in the same classification with less seniority, the displaced person shall have the right to bump the least senior employee in the next lower position in the classification in the classification series regardless of the least senior employee's time schedule provided the least senior employee has less system-wide seniority than the displaced employee. If further reductions are necessary, the same procedures shall be used.
 - c. Any open position is the least senior position within a classification and time schedule.
 - d. Employees who were previously certified and worked beyond the probationary period in another classification series have the additional right to bump into the previous classification series based on system seniority.
2. An open position is defined as a vacant position the Board: (1) desires to fill; (2) has posted accordingly, and; (3) has not received a bid from a qualified applicant.

Per the parties' layoff chart, persons in time schedules 411/412/413/422/430 will be treated collectively as "short schedule" employees for lay off purposes

Seniority shall be based upon an employee's system-wide seniority from original date of hire in a full-time bargaining unit position and continuous employment thereafter.

A more senior time schedule 522 employee in the classification who is facing lay off, shall first bump into an open time schedule 522 position in the classification if such a position exists. If an open time schedule 522 position does not exist, then the more senior time schedule 522 employee shall bump the least senior time schedule 522 employee in the classification. The least senior time schedule 522 employee in the classification who is

facing lay off, or will be bumped, shall first bump into an open short schedule position in the classification if such a position exists. If an open short schedule position does not exist, then the least senior time schedule 522 employee shall bump the least senior short schedule employee in the classification, provided the time schedule 522 employee has more seniority per the preceding paragraph.

A more senior short schedule employee in the classification who is facing lay off shall first bump into an open short schedule position in the classification if such a position exists. If an open short schedule position in the classification does not exist, then the more senior short schedule employee shall bump the least senior short schedule employee in the classification.

3. Classifications covered by the provisions of this paragraph and the sequence of bumping are shown on the layoff procedures chart contained in section D.

D. Layoff Procedures Chart

CLASSIFICATION	TIME SCHEDULE/ JOB CODE/ PAY RANGE	ACTION
	<i>Accounting Series</i>	
Account Technician	522/180	To least senior Account Technician same time schedule. If least senior on same schedule, then to least senior short schedule provided the Account Technician long schedule has more service than the least senior short schedule.
Account Technician	412/179	To Account Clerk IV same schedule provided the least senior Account Technician on a short schedule has more service than the least senior Account Clerk IV short schedule.
Payroll Assistant	522/181	To Account Clerk IV same schedule provided the least senior Payroll Assistant has more service than the least senior Account Clerk IV on the long schedule. If the Payroll Assistant does not have more service than the least senior Account Clerk IV on a long schedule, then goes to least senior Account Clerk IV on a short schedule.
Account Clerk IV	522/174	To Account Clerk IV same schedule. If least senior Account Clerk IV on the long schedule, then to least senior Account Clerk IV on the short schedule.
Account Clerk IV	412/175	To least senior Account Clerk IV short schedule. If least senior Account Clerk IV on a short schedule, then to Account Clerk III short schedule provided they have more service than the least senior Account Clerk III on a short schedule.
Account Clerk III	522/171	To Account Clerk III long schedule provided they have more service than the least senior Account Clerk III on the long schedule. If they are the least senior Account

CLASSIFICATION	TIME SCHEDULE/ JOB CODE/ PAY RANGE	ACTION
		Clerk III in the long schedule, then to least senior Account III on a short schedule provided they have more service than that person.
Account Clerk III	412/173 413/173a	To least senior Account Clerk III on a short schedule. If least senior Account Clerk III on a short schedule, then to least Senior Account Clerk II short schedule provided they have more service than the least senior Account Clerk II on a short schedule.
Account Clerk II	522/170	To Account Clerk II long schedule provided they have more service than the least senior Account Clerk II on the long schedule. If they are the least senior Account Clerk II on the long schedule, then to least senior Account II on a short schedule provided they have more service than that person.
Account Clerk II	412/176 411/176	To Account Clerk II short schedule provided they have more service than the least senior Account II on a short schedule. If they are the least senior Account Clerk II on a short schedule, then to Account Clerk I short schedule, provided they have more service than that person.
Account Clerk I	522/177	To Account Clerk I long schedule provided they have more service than the least senior Account Clerk I on the long schedule. If they are the least senior Account Clerk I in the long schedule, then to least senior Account Clerk I on a short schedule provided they have more service than that person.
Account Clerk I	412/187	To Account Clerk I short schedule provided they have more service than the least senior Account I on a short schedule. If they are the least senior Account Clerk I on a short schedule, then to lay off.
	<i>Secretary Series</i>	
Administrative Secretary	522/208	To Secretary III 522
Secretary III	522/202 522/198	To least senior Secretary III in long schedule then to least senior short schedule. If this person is the least senior Secretary III, then to the least senior Secretary II long schedule if that person has less service.
Secretary III Short Schedule (430/422/412/411)	430/215a 422/206 422/205 412/193 411/186	To least senior Secretary III on same time schedule. If least senior same schedule, then to least senior shorter schedule. If no one with less seniority, then bump least senior Secretary II position in any short schedule provided the Secretary II least senior has less service.
Secretary II	522/197	To least senior Secretary II on long schedule. If least senior long schedule-then to least senior short schedule. If this person is the least senior Secretary II, then to the least senior Secretary I if that person has less service.
Secretary II	412/188 411/187	To least senior Secretary II on same time schedule. If least senior same schedule, then to least senior shorter schedule. If no one with less seniority, then bump the least senior Secretary I position in any short schedule provided the Secretary I least senior has less service.

CLASSIFICATION	TIME SCHEDULE/ JOB CODE/ PAY RANGE	ACTION
Secretary I	522/196 412/195 411/185	To least senior Secretary I on same time schedule. If least senior same schedule, then to least senior short schedule. Lay off*
Switchboard Operator	522/194	Lay off* (or any other position previously held.)
	<i>Duplicating Series</i>	
Duplicator Operator/ Composer	522/223	To Duplicator Operator II
Duplicator Operator II	522/222	To Duplicator Operator I
Duplicator Operator I	522/221	Lay off*

* Classifications marked with an asterisk (*) on the layoff procedures chart above have no place to bump and are subject to layoff *unless the employee previously held a position in a different classification and would not be the least senior in that classification.*

E. Recall Provisions

If an opening exists after normal posting/bidding procedures have been implemented, the following recall provisions are to be followed:

1. Employees shall be recalled in the reverse order of layoff. All notices to be sent by certified mail at the last known address as listed in official personnel file.
2. Employees will be given a fourteen (14) calendar-day notice. If the employee does not respond by close of business on the fourteenth (14th) calendar day to appropriate personnel administrator in Human Resources, all recall and seniority rights will cease.
3. Bargaining unit members laid off from classified positions shall be recalled to that classification in the reverse order of layoff. The most senior employee (according to §8.20(c)(2)) who has been laid off may be returned to their former time schedule and classification, which may not be their former position, if an open position (posted and unbid) occurs within two (2) years of the date of their lay off.
4. Active employees who have been reduced in classification/time schedule or have been recalled to a classification at or below the original classification level or shorter time schedule may bid on vacancies at or below the level of the original job classification as they occur. Normal posting/bidding procedures apply.
5. An employee who does not exercise his/her option to bump shall only be entitled to reinstatement into the classification from which he/she was displaced.

6. No new employees may be hired to fill a vacant position in a classification which is equal to or lower than a classification in which employees have been laid off until laid-off employees have been offered the opportunity of appointment to the position. If a laid-off employee elects to accept the vacancy, the employee shall be appointed to that position at the job code, pay range and time schedule assigned to the position until recall is available in his/her original classification.
7. An employee on layoff shall maintain recall rights for a period of two (2) years.
8. An employee must have the ability to return to work on the fifteenth (15th) work day from the postmarked date on the notice of recall. If an employee is unable to return to work on the fifteenth (15th) day for health reasons, a Certificate of Personal Health Reasons must be provided by a medical physician for the employee in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee shall maintain his/her place on the recall list.

8.21 DISCIPLINARY PROCEDURES

- A. No employee shall be disciplined (e.g., reprimanded, suspended with or without pay, demoted or discharged) without just cause. Disciplinary interviews and reprimands shall be in private and held during working hours.
- B. Before imposing discipline involving a written reprimand, a reduction in pay, suspension without pay, or discharge of a non-probationary employee, the Employer shall hold a disciplinary conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to afford the employee an opportunity to respond. The employee shall be notified that the conference is disciplinary and, if he/she deems it necessary, request representation. When such a request is made, the conference shall not proceed until the representative(s) is in attendance. The conference will not be delayed for an unreasonable amount of time. Any employee who is ultimately disciplined following such a conference shall be sent a letter notifying him/her of the disciplinary actions and the reasons.
- C. The Employer may impose reasonable rules on the length of the conference and the conduct of the participants. If the employer determines that the employee's continued employment prior to the conference poses a danger to any person or property, or a threat of disrupting operations, the employer may suspend the employee with pay pending the disciplinary conference.
- D. Other disciplinary conferences which do not involve actions cited in B above shall not require all of the above procedures, although the employee shall be provided notice of the conference and, upon request, representation at the conference.

- E. A written notice shall be sent to the employee and the Union President specifying the nature of the disciplinary conference, the specific charges, the time and place of the conference, and the employee's right to request representation.
- F. Routine discussions between a supervisor and an employee regarding job performance are not considered discipline.
- G. Discipline procedures will be conducted per the APS Code of Conduct that pertains to AACP Members.

8.22 IMMEDIATE SUPERVISOR INITIATED REQUEST FOR TRANSFER

- A. An immediate supervisor's request for the transfer of an employee may be made for just cause. Such transfers must be preceded by a conference between the immediate supervisor and the affected employee.
- B. Before the transfer takes place, the employee shall have the opportunity of a hearing before the Executive Director to offer reasons to counter the transfer.
- C. An employee shall have the opportunity to be represented by the Union.

8.23 CIVIL SERVICE ELIGIBILITY LIST

- A. A person remains on the eligibility list for three (3) certifications by Civil Service unless the person rejects an interview for a position or rejects a position
- B. Open eligibility lists are valid for the time period set by Civil Service.
- C. Promotional eligibility lists are valid for the time period set by civil service.
- D. A new Civil Service examination shall be requested by the employer when the present eligibility list is reduced to three (3) names or less.
- E. The employer shall furnish the President with a current copy of the Akron Civil Service Commission Rules and Regulations.
- F. Promotion

Employees interviewed for promotional positions must be notified of the results within five (5) work days following their interview. Within ten (10) but no more than thirty (30) work days of notification of a promotion, an employee shall be placed in the promotional position; except when an effective date for the position was established in the certification request to Civil Service, in which case the employee will be placed in the promotional position as of that date.

- G. The candidate shall have a minimum of twenty-four (24) hours notice of an interview.

8.24 JOB DESCRIPTIONS

A committee shall be jointly organized by the employer and representatives of the local union to maintain current and accurate job descriptions.

8.25 REGULATIONS REGARDING ABSENCE

A. Authorized Absence

An employee may be properly absent from duty only as provided by this Agreement and within the provisions of the law governing such absence, or as authorized by the employer. Partial or full compensation during a period of excused absence shall be paid within the limitations of this Agreement and/or the law governing such absences. Absence without pay requires authorization.

B. Unauthorized Absence

Absence from duty not excused by the employer under this Agreement and/or the law governing absence of employees shall be considered unauthorized absence.

C. Notification in Case of Absence

In case it is necessary for an employee to be absent from duty, the employee shall notify his/her immediate supervisor as soon as the necessity for such absence has been determined or as soon thereafter as feasible.

When substitutions are deemed necessary, such substitutions must be made from within the classifications included in this Agreement or temporary employees. Temporary substitutions in a one-employee building may be made from outside the classification on a day-to-day basis.

D. Certificate of Absence

The employee shall certify to the employer the cause of the employee's absence. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the employer of such request shall constitute an authorization of absence from duty.

The employee shall complete and return the Attendance Variation Form to his/her immediate supervisor within one (1) working day upon the employee's return.

E. Certificate of Health

1. When an employee has been absent for more than five (5) consecutive work days because of personal illness, one (1) copy of the Certificate of Health (Form S-2e) shall be filed with the Department of Human Resources and is to be forwarded to the Department of Human Resources immediately upon the employee's return to work.
2. In the event that the absence is for ten (10) days or more, a "Certificate of Health" form is to be filed at the end of each payroll period [ten (10) days]. Failure to file the "Certificate of Health" form will result in delay of compensation for accumulated sick days.
3. This Certificate of Health shall be signed only by the employee and shall list the name and address of the attending physician and the dates the physician was consulted. Nothing in this form shall be construed to waive the physician-patient privilege. The employer may inquire of the physician if such consultation did, in fact, occur. Falsification of a statement is grounds for suspension or termination of employment.

F. Epidemic or other Public Calamity

1. Employees shall be paid for all time lost when schools in which they are employed are closed owing to an epidemic or other public calamity. Public calamities shall be determined by the State Superintendent of Public Instruction.
2. In the case of absence resulting from travel difficulties between the employee's local residence and his/her place of employment, provided these difficulties are caused by flood, storm or other uncontrollable conditions, the employer shall waive the salary deduction if, in its judgment, the employee has made every reasonable effort to get to his/her place of employment. In case of absence due to damage or serious and immediate threat of damage to the employee's residence resulting from flood, storm or other uncontrollable conditions, the employer shall waive the salary deduction, if, in its judgment, such absence was imperative to the protection of property and personal safety of the employee and his/her immediate family.

G. Absence and Salary Increments

In determining proper placement on the salary schedule, service credit will be subject to the following conditions.

1. There will be no credit given new employees for past service with other employers. Such persons will start on Step 0.
2. Any employee rehired after a resignation in excess of one (1) year, shall be placed on the zero step provided he/she meets Civil Service requirements for reemployment.
3. If an employee resigns and desires to return to work, he/she must request in writing reinstatement after ninety (90) days and within one (1) year from the date of said resignation. If the request is granted, the position on the eligibility list shall be determined by his/her previous examination grade. Eligibility shall be limited to a period of one (1) year from the date of the employee's resignation. If the employee meets the Civil Service Regulations for reinstatement, the employee's service, for seniority purposes, shall begin with the effective date of the latest reinstatement.
4. All 522 employees shall be eligible to receive twenty-six (26) equal pays per fiscal year. The pay structure will be computed on the number of work days in every fiscal year.
5. If the leave of absence is terminated before the expiration date of the leave, salary credit will be granted on the basis of the number of work days for which the employee is paid and granted in accordance with the following increment advancement schedule.
6. The increment advancement schedule will be applied only on the time schedule to which an employee is presently assigned.

<u>Time Schedule</u>	<u>No Annual Increment</u>	<u>One-Half Annual Increment</u>	<u>Full Annual Increment</u>
522	Less Than 83 Paid Days	83 to 164 Paid Days	165 Paid Days or More
430	Less Than 69 Paid Days	69 to 134 Paid Days	135 Paid Days or More
411/412/413	Less Than 65 Paid Days	65 to 129 Paid Days	130 Paid Days or More

H. Longevity Pay

An employee's years of service for longevity pay purposes will be calculated on full-time, continuous, complete years of service with the employer.

Years of service for longevity pay shall be calculated as follows:

1. An employee hired between July 1 and December 31 shall have an employment date for longevity as of January 1 following the year of hire.
2. An employee hired between January 1 and June 30 shall have an employment date for longevity as of July 1 of the year of hire.

Longevity is applied to the maximum step of the employee's pay range.

I. Absence Covered by Sick Days

All employees shall be paid regular compensation for time lost due to illness or other causes encompassed by this Agreement for not less than five (5) days annually. This minimum benefit of five (5) days shall become effective and available to use annually on the first day of the contract year in which the employee is assigned to duty.

After an employee has used the full amount of sick day credit provided either by regulations of the employer or earned by such employee on the basis of service at the rate of one and one-fourth (1¼) days for each month of service, such employee may not be lawfully paid for further absence because of illness, except participation in the sick day bank.

Immediate Family Personal Illness

For personal illness, the "immediate family" includes husband, wife, a dependent son, a dependent daughter, any dependent person residing in the immediate household; or a father, mother, sister or brother, or son or daughter who is seriously ill.

For illness of grandchildren, parents-in-law and stepchildren one day will be granted, except that the Superintendent or designee may increase the number of such days on a case by case basis.

1. Accumulation

Maximum annual sick day accumulation shall be fifteen (15) days.

Maximum accumulation of unused sick days shall be as follows:

415 days as of July 1, 2005

When an employee has exhausted accumulated sick days and is unable to return to work, the employee may:

- a. request a leave of absence
- b. resign
- c. seek disability retirement

If an employee does not comply with the above, the employer has the right to place the employee on unrequested leave status.

2. Transfer

An employee who transfers from one public agency in Ohio to APS within ten years of his/her employment at that agency shall be credited with the unused balance of his/her accumulated sick days. To receive such credit, a new employee shall present to the Treasurer certification from the public agency in Ohio for which he/she most recently worked, stating the number of days of unused sick days.

3. Use

Employees shall be granted sick days for absence due to personal illness or injury, physical disability, emergency dental care, child birth, pregnancy, exposure to contagious disease which could be communicated to others, and for illness in the employee's immediate family, as follows:

- a. Personal illness or injury, physical disability, emergency dental care, child birth, pregnancy, or exposure to contagious disease which could be communicated to others: no limit. However, an employee on sick days for these or other causes shall be paid only for the number of sick days credited to or earned by such employee. Before payment can be made for any of these absences, the employee shall submit the appropriate forms to the immediate supervisor. Absence of more than five (5) consecutive work days for the above reasons shall require the filing of the appropriate form.
- b. An employee shall be entitled to complete usage of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the employee shall submit the Attendance Variation Form to the immediate supervisor. If such absence extends beyond five (5) consecutive work days, the employee shall also submit a Statement of Necessity for Absence stating that the employee's absence from duty is required.

J. Absence for Other than Sick Days

1. Absence for Death

Immediate Family: Death

For death, the “immediate family” includes grandparents, grandparents-in-law, father, mother, sister, brother, husband, wife, child, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepson, stepdaughter, stepfather, stepmother, stepbrother, stepsister, stepgrandchild, and any individual directly responsible for the rearing of the employee or any dependent person in the immediate household.

Other Relative: Death

The “other relative” includes a step-grandparent, uncle, aunt, cousin, niece, nephew, and in-laws other than those described in the preceding paragraph.

For death in the employee's immediate family, three (3) days of absence will be provided, and for death of other relative, two (2) days of absence will be provided, except that the employer may increase the number of such days in the event circumstances justify authorization of additional days absence with pay.

2. To Attend Union Meetings and Conferences

The employer shall authorize a total pool of up to twenty-five (25) days with pay per year to be used by employees elected to represent the Union or chosen to serve on programs or in any official capacity at Union meetings, conferences, conventions or perform Union duties.

- a. A written notice specifying the names of the employees attending the conference must be furnished by the Union two (2) weeks in advance of the period desired.
- b. Not more than five (5) employees shall be absent at any one time and no more than one (1) shall be from the same school or office. Exceptions are subject to the approval of the Executive Director.

3. Jury Duty

An employee who serves on jury duty will be paid, by the employer, the employee's regular daily rate of pay. The employee may retain all sums received from the court for jury duty in addition to receiving his/her full salary.

4. Temporary Military Service

An employee who is a member of the organized militia, or who is a member of another reserve component of the armed forces of the United States, is entitled to be absent from duty without loss of pay for such time as he/she is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

5. Justifiable Absence

All full-time employees shall be granted days of absence for personal business during each calendar year without loss of pay or deduction from sick days. Personal business is an obligation or emergency over which the employee has no control and which requires immediate attention. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time shall be granted.

The Attendance Variations Form and supporting documentation of absence shall be given as far in advance as possible. If the absence was for an emergency, the employee shall submit the Attendance Variations Form and supporting documentation as soon as possible.

The employee shall submit the Attendance Variation Form for items listed below:

Emergencies

Accidents in the immediate family or affecting family property.

Travel conditions which make it impossible to report for work.

Obligations

Observance of religious holidays.

Attendance at graduation exercises beyond high school involving a member or a member of his/her immediate family.

Physical examination for induction for military service.

Accompanying a member of the immediate family to a terminal upon departing for military service within thirty (30) days of the date for deployment out of the country, or meeting a member of the immediate family returning from such service.

Attending a wedding involving the member or a member of his/her immediate family.

Attendance at ceremonies when the member or a member of his/her immediate family is receiving an award of major significance.

Appearance with civic, musical or drama groups on a non-paid basis.

Court appearance as litigant or witness.

The Superintendent may authorize Justifiable Absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

6. Unrestricted Absence (100+ Day)

- a. Authorization of one (1) day personal absence shall be given any employee with an accumulation of one hundred (100) or more sick days (as of September 1).
- b. The unrestricted absence day may not be taken on the Parent-Teacher Conference Day, after a scheduled holiday or after the winter, spring, or summer recess period.

7. Attendance Incentive Day (Bonus Day)

Any member who worked at least one hundred twenty (120) days and whose absence is no greater than five (5) days for the previous contract year (July 1 through June 30) may request authorization of one (1) day personal absence during the current contract year.

Absence for unrestricted absence, attendance incentive day, jury duty, professional development (modification of worksite) and extended absences for personal illness (more than twenty [20] consecutive work days) shall not be counted when determining a member's eligibility for the attendance incentive day.

The Attendance Incentive Day may not be taken after a scheduled holiday or after the winter, spring, or summer recess period.

8. Cash Payment

In lieu of the day(s) of unrestricted absence in #6 and #7 above, a member may elect:

- Payment of \$100.00 for an earned but unused day under #6 above.

- Payment of \$100.00 for an earned but unused day under #7 above.
- Payment of \$300.00 if the two (2) days are earned but unused.

Members electing payment for the days above must inform the board of their intention during the month of April in the school year during which the days are unused. Payment shall be made by the board before the end of the school year.

9. Professional Growth and Development

Absences may be authorized by the Executive Director to permit employees to visit another school system for professional development, or to attend local, district, state, national or international meetings or conferences for professional development. Authorization for such absence must be obtained prior to the absence by a written request to the Executive Director.

An employee who attends such meetings or conferences, or who visits another school system, shall be considered assigned to duty with full payment of salary. The employee must submit an Attendance Variations Form (S-2j) before payment will be made.

Up to fifteen (15) days of unpaid absence after the arrival of the child shall be granted for adoption. Use of these days shall not affect an employee's right to request a leave under section 8.26 (C). Days off under this section shall count toward F.M.L.A. entitlements.

L. Attendance Appeal

Where an employee's attendance has affected testing, promotion, or transfer opportunities, the employee may file an internal appeal for review of the attendance record with the Human Resources Department. The employee will provide documentation upon request. For Civil Service, the review may result in exclusion of the absence from the attendance record for testing eligibility. For promotion or transfer, the review may result in an explanation being attached to the attendance record.

M. Long term absence

If an employee's absence is due to a work injury, personal illness, or family illness and exceeds seventy (70) continuous work days, their job may be posted and filled. Upon the employee's return to work the employee shall be assigned to the itinerant payroll or a lesser position if the same or equivalent position does not exist. If assigned to a lesser position, the employee shall remain at his/her former hourly rate

and salary range and receive all increments and increases applicable to such range while in the lesser position for a period of sixty (60) calendar days.

Upon expiration of the sixty (60) calendar days, the employee shall be assigned to a position within his/her former job classification/time schedule. This assignment may cause the layoff of the least senior employee in this job classification. If the returning employee chooses to remain in the lesser position, he/she shall be compensated at the salary rate for that position.

8.26 SICK DAY BANK

- A. The purpose of the Sick Day Bank is to provide sick days for serious personal illness or family illness to contributors to the Sick Day Bank who have exhausted their accumulated sick days and accrued vacation days and who are experiencing prolonged personal or family illness.
- B. Members may enroll in the Sick Day Bank during the month of September of each school year.
- C. Upon enrollment, a member shall contribute one (1) day of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable.
- D. Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SDBC) of his/her intent to withdraw.
- E. Sick Day Bank Committee
 - 1. The Sick Day Bank Committee (SDBC) shall be composed as follows: the Superintendent or his/her designee; the President or his/her designee; one (1) administrator appointed by the Superintendent; two (2) members appointed by the President.
 - 2. The SDBC shall review and approve or deny all applications to the Sick Day Bank. The SDBC shall also determine the necessity for additional contributions to the Sick Day Bank and shall notify Sick Day Bank members of the need for said contributions.
 - 3. The SDBC shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.
 - 4. Decisions of the SDBC are final.

5. The SDBC shall review the operations of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Union and the Board.

F. General Procedures

1. An application for a loan from the Sick Day Bank will be accepted only from those individuals who have contributed to the Sick Day Bank.
2. Loans will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the loan application in order for the request to be considered.
3. A loan application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances, and accrued vacation days.
4. Days borrowed from the Sick Day Bank will be paid at one hundred percent (100%) of the member's daily rate of pay.

Members may borrow and be paid for up to one (1) day for each day of personal illness.

Members may borrow and be paid for up to one-half (1/2) day for each day of serious illness in the immediate family.

5. Once qualified to borrow from the Sick Day Bank, the maximum number of days a member may borrow from the Sick Day Bank shall not exceed one-half (1/2) the annual number of work days assigned to the time schedule for the member's job code. Loans from the Sick Day Bank shall commence on the sixth (6th) consecutive day of absence for which a member has no accumulated sick days or accrued vacation days, and shall be renewed, upon request from the member and approval of the SDBC, each ten (10) day payroll period.
6. Loans from the Sick Day Bank will be made only for absences under a member's regular time schedule. Loans will not be made for absences in programs such as summer school, extended services, evening high school, or any other part-time or second position held by a member with full-time employment.
7. Days may not be borrowed from the Sick Day Bank for absences due to normal pregnancies (natural or caesarean section). Utilization of the Sick Day Bank for complications arising from pregnancy or childbirth may be authorized by the SDBC.

8. Days may not be borrowed from the Sick Day Bank for absences due to disabilities which qualify the member for workers' compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days and accrued vacation days.
9. Whenever the total number of unloaned days in the Sick Day Bank falls below fifteen (15), the SDBC may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.
10. Contributions to the Sick Day Bank shall not count against a member's record of perfect attendance.

G. Payback Procedures

1. A member who borrows days from the Sick Day Bank shall be required to pay back the borrowed days at the rate of one-third (1/3) of his/her annual sick day accrual each year until the total number of days borrowed is restored to the Sick Day Bank.
2. The sick day accumulation of any member owing days to the Sick Day Bank shall not be permitted to exceed fifteen (15) days. Any days that would otherwise be accumulated beyond fifteen (15) and in excess of the normal annual payback shall be used to restore the member's borrowed days to the Sick Day Bank.
3. In the event a member retires with an outstanding balance owed to the Sick Day Bank, or terminates his/her employment with the Akron Public Schools, any accumulation of sick days at that time shall be used as payback days.

8.27 LEAVES OF ABSENCE

A. General Provisions

1. Employees shall, under conditions specified herein, be granted leaves of absence for the following purposes: illness, maternity, paternity, disability, dependent care, professional study, public office, military service or unrestricted leave. Leaves of absence shall be authorized only by the employer and as provided by the following rules and regulations, and within the provisions of the Ohio Revised Code governing such leave.
2. The length of the leave shall be at the employee's option, but the initial leave notice shall not exceed one year. Illness leave, dependent care leave, and parental leave may, upon the request of the employee, be extended for one additional school year.

3. Failure to report for duty following the expiration of a leave of absence (or any extension thereof), or failure to comply with the provision of the leave, may be considered by the employer as termination of contract by employee.
4. For the purpose of regulations on leave of absence, employees on authorized leaves of absence shall be considered as maintaining continuity of service, provided such leaves of absence do not total more than two (2) years. However, time spent on unpaid leaves may not be included in meeting service requirements for future leaves of absence, earned annual increments, or retirement, except that time spent on an unpaid leave of absence for military service may be credited to the service required for annual increment.
5. Upon return from a leave of absence, the employee shall be assigned to the itinerant payroll or a lesser position if the same or equivalent position does not exist. If assigned to a lesser position, the employee shall remain at his/her former hourly rate and salary range and receive all increments and increases applicable to such range while in the lesser position, for a period of sixty (60) calendar days.
6. Upon expiration of the sixty (60) calendar days, such employee shall be assigned to a position within his/her former job classification/time schedule. This assignment may cause the release of the least senior employee in this job classification.
7. However, if the returning employee chooses to remain in the lesser position, he/she shall be compensated at the salary range and hourly rate for that position.

B. Illness Leave

1. Eligibility

Any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness, pregnancy or other physical disability shall be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year.

2. Application for Leave

Application for such leave shall be made at the employee's discretion. The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of illness or disability, and the anticipated duration thereof. An application

for renewal shall be made at least thirty (30) calendar days before the expiration of the leave.

3. Early Termination of Leave

Termination of such leave of absence before its expiration date, provided the request for termination is made in writing by the employee to the employer and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the employer and in accordance with the needs and interests of the schools.

4. Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) calendar days before the expiration of such leave of absence. Not less than ten (10) days before the expiration of the leave, the employee shall submit a written statement from the attending physician, certifying that the employee has been medically examined and that he/she is able to resume his/her duties with the employer when the leave of absence expires. The employer may require, at employer expense, an examination by a Board-approved physician before the employee is reassigned.

If the employee's leave of absence does not exceed forty-five (45) working days, the employee shall return to the same assignment held at the time said leave commenced.

C. Dependent Care Leave

1. Eligibility

An employee may be granted a leave of absence without pay for the remainder of the school year in order to care for an incapacitated member of his/her immediate family. Such leave may be renewed for an additional school year.

2. Application for Leave

An application for such leave shall be made at the employee's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the employee's presence, on a regular and continuing basis, is vital to the recovery of the individual under treatment. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

3. Early Termination of Leave

Termination of such leave before its expiration date, provided the request for termination is made in writing by the employee and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the employer and in accordance with the needs and interests of the schools.

D. Parental Leave

1. An employee shall be granted a leave upon request in the event of the birth or adoption of a child.
2. Said request shall be made one (1) month prior to the anticipated birth date of the child or effective date of the adoption. The request shall be accompanied by a statement from the attending physician, or an official of the adoption agency, indicating the anticipated arrival of the child.
3. The length of the leave shall be at the employee's option but the initial leave notice shall not exceed one (1) year. The leave may, upon the request of the employee, be extended for one (1) additional school year.
4. Application for reinstatement shall be made by the employee at least thirty (30) calendar days before the expiration of such leave.

E. Professional Study

1. Eligibility

An employee who immediately prior to his/her request for leave has completed three (3) consecutive years of service with the employer may be granted a leave of absence without pay for professional study for one (1) school year.

2. Application for Leave

Application for leave for professional study shall be made at least thirty (30) calendar days prior to the beginning of such requested leave. The application for such leave of absence shall be accompanied by an outline of the program of study to be pursued.

3. Notice of Intent to Return

Notice of intent to resume employment shall be made at least thirty (30) calendar days prior to the expiration of a leave of absence for study. The application shall be accompanied by supporting evidence or statements showing that the plan for study was substantially carried out.

F. Military Leave

Any employee shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

G. Public Office

1. The Employer will not discipline employees for participating in partisan political activities during non-working hours as would otherwise be unlawful under O.R.C. Section 124.57.

2. Eligibility

Any employee who is appointed or elected to public office, subsequent to three (3) or more years of regular service with the employer immediately prior to his/her request for leave and who desires to return to employment at a future date, shall be granted a leave of absence without pay.

Upon written request, an employee may be granted time off--without pay--for a maximum of thirty (30) working days per calendar year to campaign for an elected office.

If elected or appointed to public office, the employee shall request an assessment conference with the employer to determine the relationship between said office and responsibilities to the employer. The result of the conference, and any agreement thereof, shall be placed in writing.

Any employee elected or appointed to a public office--which does not permit said employee to meet the terms and conditions of his/her employment--may request a leave of absence without pay for one term of such elected position, or in the case of an appointed position, a maximum of two (2) years from effective date of appointment.

3. Application for Leave

The application shall be submitted within five (5) days after the election or appointment to public office. The leave period shall be the initial term of office.

4. Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) calendar days prior to the expiration of the leave.

H. Unrequested Leave of Absence

If an employee is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or if the employee has been absent due to personal illness following the expiration of his/her sick leave, the employer may recommend, without the request of the employee, a leave of absence for a part of the school year, and renewals thereof, and the employer may grant such leave in accordance with the provisions of the law.

I. Unrestricted Leave

An employee may request a one (1) year unpaid leave of absence without specification of the reason. This request shall be submitted at least thirty (30) calendar days prior to the requested effective date of the leave. In the event the employee so requesting an unrestricted leave desires to return to employment, he/she shall notify the Human Resources Office in writing at least thirty (30) days before the expiration of the leave. Reinstatement shall be to the former or equivalent position.

An unrestricted leave cannot be taken immediately before or after any other type of leave. No employee may apply for a leave of absence under this provision more than two (2) times, and no leave may be taken except upon the expiration of a five (5) year period of continuous service, which service shall not include any type of leave.

The Board shall not be obligated to purchase retirement credit for any employee not returning to the employment of the Board subsequent to an unrestricted leave.

J. Family Medical Leave Act

The provisions of the Family Medical Leave Act will be followed where applicable. F.M.L.A. shall not run concurrently with sick leave entitlements.

8.28 REGULATIONS REGARDING RETIREMENT

A. Retirement Contributions

1. A percentage of the employee's gross pay will be deducted from the employee's check and deposited in the employee's account with the School Employees Retirement System. The employer then matches this amount with a percentage of the employee's gross pay, which is also deposited in the employee's account with the School Employees Retirement System. All percentage deductions shall be in accordance with SERS regulations.
2. For purposes of the Salary Schedule total annual salary or salary per pay period for each employee shall be the salary otherwise payable under this Agreement. The total annual salary or salary per pay period of each employee shall be payable by the employer in two parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the Ohio School Employees Retirement System ("SERS") to be paid as an employee contribution by said employee and shall be paid by the Employer to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Employer's total combined expenditures for employers' total annual salaries or salaries per pay period payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
3. The Employer shall compute and remit its employer contributions to SERS based upon total annual salary per pay period, including the "pickup". The Employer shall report for federal and Ohio income tax purposes as an employee's gross income and employee's total annual salary or salary per pay period, less the amount of the "pickup". The employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary or salary per pay period, including the amount of the pickup. The employer shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
4. The pickup shall be included in the employee's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

5. The contribution which is deducted from the employee's salary may be withdrawn upon resignation from the employer. Forms for withdrawing retirement contributions may be obtained from the Office of the Treasurer.
6. In case an employee discontinues service in Ohio Public or State supported schools and does not enter service covered by the Ohio Public Employees Retirement System, his/her total account may be withdrawn. Also, employees leaving public school employment may leave their accounts with the Retirement System and thereby retain membership indefinitely. With five (5) or more years of service credit, such employee may retire at attained age sixty (60).

B. Retirement Age/Service

An employee shall qualify for retirement according to SERS rules and regulations. As of July 1, 2005 these are:

<u>Attained Retirement Age</u>	<u>Total Service Credit</u>
55 - 59	with 25 or more years
60 and over	with 5 or more years
any age	with 30 or more years

The above ages are subject to SERS rules and regulations.

C. Disability Retirement

If an employee is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or is required to apply for Disability Retirement, his/her contract status shall not be terminated. The employee shall have the option of applying for disability retirement in accordance with SERS rules and regulations. If such option is exercised by the employee and a copy of the application is provided to the Department of Human Resources, the employee's insurance coverage shall be continued at Employer expense until such time as the disability retirement application is approved by SERS and monthly benefits and SERS hospitalization coverage commences, or until the appeals process with SERS is exhausted.

In the event the employee's application for disability is denied by SERS and the employee has exhausted his/her accumulated sick days and has provided the employer with a copy of the denial, the employer shall continue to provide insurance coverage to the employee for forty-five (45) working days after the SERS Board has ruled that the employee's application has been denied. During this forty-five (45) day period, the employee has the right to appeal the SERS denial or to apply for illness leave.

The employer shall maintain insurance coverage for an employee who has exhausted his/her sick leave and has filed, in a timely fashion, an appeal with SERS. The employer shall continue insurance coverage under these circumstances, provided a copy of the appeal has been provided to the employer, until SERS rules on the employee's appeal or six (6) months, whichever is less.

An employee who fails to appeal an SERS decision to deny his/her application for disability retirement or who fails to apply for illness leave within forty-five (45) working days shall be placed on unrequested leave and shall be responsible for the cost to the employer for maintaining his/her insurance coverage.

8.29 INSERVICE

The employer will attempt to provide appropriate, meaningful, and timely inservice for all employees. Employees will be included in the planning of inservice whenever possible.

All participation in inservice other than during work hours will be optional and will be compensated at the Job Code 605 current rate.

8.30 NONRESIDENT MEMBERS' CHILDREN IN AKRON PUBLIC SCHOOLS

Nonresident members shall have the right to enroll their dependent children in any Akron Public School subject to the provisions of inter and intradistrict open enrollment policies and guidelines, and the provisions of the Ohio Revised Code.

ARTICLE IX - FRINGE BENEFITS

9.01 SALARY SCHEDULE

The salary schedule/wage rates currently in effect for the 2009-2010 school year shall remain in effect through June 30, 2012 and is available from the Department of Human Resources and attached to this Agreement as an appendix.

All bargaining unit members on active payroll status as of November 1, 2010, will receive a one-time lump sum payment equal to two percent (2.0%) of their regular compensation effective July 1, 2010 (regular salary/hourly rate x regular number of hours, days, and weeks scheduled per year x 2.0%).

For purposes of calculating the salary/wages earned during the 2010-2011 school year on which the two percent (2.0%) will be applied, any and all hours worked beyond a member's regularly scheduled: work day; work week and/or; work year shall be excluded. All payments for supplemental contracts, extended contracts, stipends and or bonuses shall also be excluded from the two percent (2.0%) lump sum payment.

Degree Status

When an associate or bachelor's degree is attained from a Board of Regents School, an official transcript should be forwarded to the Office of Support Staff. It shall be the responsibility of the employee to notify the Employer of educational achievement.

July 1, or the first day of the first payroll period in the second semester, will be the effective date of the adjustment to the employee's hourly rate. See salary schedule.

9.02 UNION SECURITY AND DUES CHECK-OFF

A. Agency Shop - Fair Share Fees

1. Employees as defined herein shall be required to either become or remain a member of the Union or pay a fair share fee as a condition for retaining employment with the employer.
2. As of the effective date of this provision, or thirty (30) days after being hired, whichever is applicable, any employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay the Union a monthly fair share fee to reimburse the Union for expenses related to collective bargaining, contract administration, or grievance adjustment. Fees deductions will begin thirty (30) days after OEA sends out their notice to Fair Share Fee Payers. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Union but who discontinues membership in the Union during the term of this Agreement.
3. Fair share fee rebate procedures shall conform to the requirements of Ohio Revised Code section 4117.09(C).
4. Fair share fees under this provision shall be deducted by the Board from the payroll checks of non-member employees and forwarded to the Union on a basis in the same manner as regular membership dues are deducted and forwarded by the Board for the Union members except that written authorization for such deductions shall not be required from non-member employees.
5. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee or organization for religious reasons pursuant to Ohio Revised Code Section 4117.09(C) shall not be required to join or financially support the Union as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section

501(C) (3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the Union. In addition, any such employee shall furnish to Union written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or fair share fee hereunder.

B. Dues Check Off

1. Employees may request deductions at any time during the dues deduction period. Any deductions missed shall be the obligation of the individual employee.
 - a. Payroll deduction authorization for periodic dues, initiation fees, and assessments shall be continuous except that authorization may be withdrawn if submitted during the first ten (10) days of the enrollment month, September, during the year preceding the expiration of the contract. If dues deduction is not revoked during such period, it shall continue for a successive period. Copies of all revocations shall be sent to the Local President and Treasurer.

If a valid authorization form is not on file with the Board, no dues deductions will be made from the paychecks of the employee in question.
 - b. All dues shall be deducted in pro rata fashion from the member's wages for nineteen (19) consecutive pays beginning with the first complete pay after September 1. Such dues along with a report of deductions shall be sent to the Local Union Treasurer.
 - c. The Union shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year.
2. The Union hereby indemnifies the Board against any and all claims, demands, suits and any and all other forms of liability which may arise by reason of the Board's actions in deducting and forwarding union dues, initiation fees, assessment and/or fair share fees pursuant to this provision.
3. The Board agrees not to honor any check-off authorizations or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms, and conditions of employment.

4. Copies of the current Agreement and a jointly developed information sheet explaining obligations under Ohio Revised Code 4117 shall be provided to all new employees.

The Board of Education agrees to provide between July 1 and August 1 of each year a list of all employees on the payroll effective July 1. This report shall be sent to the Union Treasurer.

C. NEA/OEA EPAC Deduction

The employer agrees to deduct from the wages of any employee, who is a member of the AACP bargaining unit, an NEA/OEA Fund for Children and Public Education deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

9.03 TOWPATH CREDIT UNION

Payroll deductions for Towpath Credit Union shall be provided by the employer for all employees who are eligible and who request such deductions.

9.04 HEALTH/DENTAL INSURANCE

(Defer to Health Benefits Advisory Committee Recommendation)

It is the intent of the parties to this Agreement that the health and dental benefits contained herein shall be same as those contained in the current agreement between the Board and the AEA. If any provision in section 9.04(A) through (J), inclusive, is interpreted to grant benefits different from the benefits contained in the Board's current Agreement with the AEA, such provision in this Agreement shall be void and the applicable benefit described in the Board's current Agreement with the AEA shall prevail.

- A. The employer agrees to make available, through the term of this Agreement, a hospitalization, surgical, major medical, term life insurance, dental (the equivalent of Delta Stance IV-B), vision, and prescription insurance program for employees and dependents.
- B. A closed panel dental maintenance organization and one health maintenance organization will be offered.

The Board shall provide one closed panel health maintenance organization with annual open enrollment in May of each calendar year. Kaiser Permanente HMO option II will be offered without employee premium contribution.

Negotiated Preferred Provider Organization (PPO) plans as offered under Aultcare, Medical Mutual Super Med Plus and Summa Care and one closed-panel HMO plan (currently Kaiser Permanente). Coverage under each plan is on file at the offices of the Board of Education.

- C. The employer has the right to change insurance carrier(s) or administrator(s). The Union has the right to demand negotiations over any adverse effects resulting from such change.
- D. The employer agrees to require any proposed carrier for any of the insurance programs to certify in writing that all current benefit levels are met or exceeded through the term of this Agreement.
- E. Explanatory materials concerning insurance programs shall be made available to all employees.
- F. Co-pays and deductibles specified below for all full-time members and their dependents unless the member notifies the Board's Insurance Department of his/her intent not to be provided such coverage.

Member deductibles for major medical insurance shall be as follows:

In Network Deductible		Out of Network Deductible	
Single	Family	Single	Family
\$150	\$300	\$300	\$600

KAISER PERMANENTE HMO OPTION II.

Kaiser Permanente Option II coverage will be offered in accordance with the official plan on file at the offices of the Akron Board of Education.

- G. A husband and wife who are full-time employees of the Board will have hospitalization, surgical, and major medical insurance claims treated as if the spouses worked for separate employers, each of which provided group hospitalization, surgical, and major medical insurance coverage for the employee and the employee's eligible dependents and each of which provided for full coordination of all hospitalization, surgical, and major medical benefits between the two group insurance plans. When both husband and wife are employed by the Board, full coordination of benefits shall be provided on covered claims of the employee spouses, on the covered claims of their eligible dependent children and on the covered claims of all other eligible dependents, after applicable deductibles have been met.

H. PPO

1. Members participating in a PPO shall be provided at no cost with the following upgrades to their health care coverage:
 - a. A vision insurance program that shall include exams, lenses, and frames (at an increased reimbursement level) every twelve months. The program shall include tinted lenses and photochromic lenses at no additional charge. Deductibles of \$5.00 for exams and \$15.00 for frames/lenses shall apply.
 - b. A dental program, which shall include provisions of the current STANCE IV-B Plan, converted to a UCR schedule (100%, 80%, 70%). Coverage shall also provide 100% reimbursement for sealants and adult fluoride treatments.
2. Members participating in a PPO shall be provided at no additional cost beyond deductibles and/or co-pays:

Annual check ups
Blood draws
EKG
Mammograms
PSA
Flu shots
Diabetes education
Sigmoidoscopy, and
Colonoscopy
3. When both spouses are employed by the Board and where both are members of the same PPO, the \$10.00 office visit co-pay and the \$50.00 emergency room co-pay—where an injury or medical condition requires immediate attention—shall not apply.

I. Opting-Out of Health Insurance

- An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of \$1,000.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of \$2,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.

- The opt-out shall occur during the open enrollment period (currently May) and can be rescinded before the next open enrollment only when a triggering event occurs (loss of coverage from the other source).
 -
 - Members may elect to opt-out of the insurance program during the annual enrollment period for the succeeding fiscal year.
- J. A designated representative of the employer shall be available for assistance on insurance problems and concerns.
- K. Changes to the Health/Dental Insurance Plan/s shall be subject to the recommendations of the Health Benefits Advisory Committee.

9.05 PRESCRIPTION INSURANCE
(Defer to Health Benefits Advisory Committee Recommendation)

It is the intent of the parties to this Agreement that the prescription benefits contained herein shall be same as those contained in the current agreement between the Board and the AEA. If any provision in section 9.05, inclusive, is interpreted to grant benefits different from the benefits contained in the Board’s current Agreement with the AEA, such provision in this Agreement shall be void and the applicable benefit described in the Board’s current Agreement with the AEA shall prevail.

The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available throughout the greater Akron area. If the Board provides prescription insurance through a preferred provider arrangement, it shall provide for mail order filling of prescriptions for maintenance drugs to which the deductible shall apply.

The Board shall provide a Family Coverage program of prescription insurance based upon the following table of deductibles and out-of-pocket maximums:

GENERIC Co-Pay	NAME BRAND Co-Pay	OUT OF POCKET MAXIMUM \$
\$5	\$15	\$900

The deductibles above shall apply to prescriptions filled at retail outlets as well as mail order prescriptions. Mail order prescriptions shall provide a three (3) month supply for the one month deductible.

The plan shall cover oral contraceptives regardless of medical necessity.

When husband and wife are employed by the Board, the insurance carrier shall issue identical prescription cards to each, and both cards shall provide for family prescription coverage.

Changes to the Prescription Plan/s shall be subject to the recommendations of the Health Benefits Advisory Committee.

9.06 TERM LIFE INSURANCE

The face valuation of the policy will be one and one-fourth (1¼) times the employee's annual salary, rounded to the nearest \$1,000. The annual salary is defined as the basic contract rate not including supplemental contracts for employees or additional payments.

Employees shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents subject to approval of the carrier. Insurance shall be purchased in increments of five thousand dollars (\$5,000) and shall cost the employee the per thousand rate charged the Board by the carrier. There shall be an annual September enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction in ten (10) equal payments commencing with the first payroll in November.

9.07 TAX SHELTERED ANNUITIES

The employer shall provide a reduction of salaries to all employees who wish to participate in a Tax Sheltered Annuity Program.

The various annuity carriers shall not be permitted to solicit individual employees during the work day or on Board property. The Board and Treasurer shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

9.08 INCOME PROTECTION INSURANCE

Payroll deductions for Income Protection Insurance shall be provided by the employer for all employees.

9.09 DEFENSE AND INDEMNIFICATION

The employer will meet the defense and indemnification requirements set forth in Ohio Revised Code 2744.07, and each employee will be the beneficiary of such defense and indemnification requirements.

9.10 SEVERANCE PAY

A. The employer shall provide severance pay for those employees who retire directly from the Akron Public Schools under service provisions of the School Employees Retirement System. Within three (3) years of their last work day with the Board. Such pay shall be determined as follows:

1. An employee who qualifies for severance pay shall receive twenty-five percent (25%) of said employee's accumulation of unused sick days. For the purpose of this computation, such sick days accumulation shall not exceed four hundred fifteen (415) days.
2. An employee shall receive two (2) additional days of severance pay credit for each year said employee had perfect attendance commencing July 1, 1976 through June 30, 1981.
3. An employee shall receive one (1) day of severance pay credit for each year said employee has perfect attendance commencing July 1, 1981.
4. Perfect attendance shall be defined as the employee's non-use of sick leave between July 1 and June 30 of each year. Up to and including the 89-90 school year absences for the following reasons shall count against perfect attendance: personal illness, family illness, and family death.

B. Deferral of Severance Pay

The employer shall provide severance pay for those full time members who retire from the Akron Public Schools under service provisions of the School Employees Retirement System within three (3) years of their last work day with the Board.

1. Notwithstanding anything in this Agreement or Board policy to the contrary, effective December 1, 2005 in accordance with the terms of this section and any related provisions of a plan document adopted by the Board to comply with the requirements of section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring members shall have their severance pay mandatory paid into an annuity contract or custodial account that is designed to meet the tax qualification requirements of the IRC section 403 (b) (a "TSA") for purposes of this section, this arrangement that will be effective December 1, 2005 is referred to as the "403(b) plan."
2. The terms of the 403(b) plan shall include the following:
 - a. Participation in the 403(b) plan shall be mandatory for any member who meets both of the following requirements:

- 1) The member's last day of employment is after the calendar year in which the member attained age 54.
 - 2) The member is entitled to \$1,000 or more of severance pay.
 - b. If a retiring member is a participant in the 403 (b) plan, an employer contribution shall be made on his or her behalf under the 403(b) plan in an amount equal to the lesser of:
 - 1) The total amount of the participant's severance pay, or
 - 2) The maximum contribution amount allowable under the terms of the 403(b) plan. To the extent that the member's severance pay exceeds the maximum amount allowable under the 403(b) plan, the excess amount shall be paid to the retiring member in cash.
 - c. A retiring member who is a participant in the 403(b) plan shall designate the TSA provider who is to receive the contribution under the 403(b) plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the member's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.
 - d. If a retiring member is entitled to have a contribution paid to the 403(b) plan and dies prior to such contribution being paid to the 403(b) plan and shall be paid to a beneficiary of the member in accordance with the terms of the TSA.
3. If a member who is entitled to severance pay is not required to be a participant in the 403(b) plan, the member's severance pay shall be payable to the member in cash. However, in accordance with applicable law, a member may elect to have all or a portion of the member's severance pay deferred into a TSA or under an IRC section 457 plan that is otherwise made available to members; provided, however, that the amount to be deferred to a TSA for any calendar year does not exceed the contribution limitations that apply under the federal tax law for that calendar year.
 4. If a member is entitled to a cash payment of severance pay, has elected to defer some or all of it to a TSA or section 457 plan, and dies prior to the date, such an amount is paid to a TSA or section 457 plan, the amount that the participant had elected to be paid to a TSA or section 457 plan shall nevertheless be paid to the TSA or section 457 plan. If the member had not designated a specific TSA, it shall be paid to the last TSA which had

received contributions on behalf of the deceased member; provided, however, that if the member had no TSA, the deferred amount shall instead be paid to the deceased member's estate.

If a member is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

5. All contributions to the 403(b) plan, all deferrals to a TSA or section 457 plan, and all cash payments to members shall be subject to reduction for any tax withholding or other withholding that the treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the AACP, guarantee any tax results associated with the 403(b) plan, deferrals to a TSA or section 457 plan, or cash payments made to a member.

9.11 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program shall be made available to employees.

9.12 THEFT AND VANDALISM FUND

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$1,000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism.

Application for reimbursement shall be made to the Office of Staff Relations, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application for reimbursement.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

9.13 PRE-PAID LEGAL SERVICES

Payroll deductions for Board approved pre-paid legal services shall be provided by the employer for all employees.

9.14 PURCHASE OF SERVICE CREDIT

The employee may purchase service credit by payroll deduction under an SERS payment schedule.

9.15 SECTION 125 BENEFIT PLAN

As soon as practicable, the Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

9.16 TUITION REIMBURSEMENT PROGRAM

The program will be funded by the Board for \$30,000 for each year.

Employees may participate in the program subject to the following conditions:

- A. Reimbursement will apply to college or university classes and other approved educational opportunities that would either improve current job skills or prepare one for promotional opportunities within the school system.
- B. Courses must be pre-approved by the Coordinator, Support Staff in order to be reimbursed.
- C. Employees will be reimbursed as follows:
 - College/University \$200.00 per credit hour
 - CEU's \$65.00 per CEU
- D. Reimbursement will be limited to twelve (12) credit hours per year or thirty-six (36) CEU's.
- E. Employees will only be reimbursed for grades of C or above in college/university coursework.
- F. There will be no reimbursement for tuition expenses covered by grants or scholarships.
- G. The program will be administered by the Coordinator, Support Staff.
- H. Employees pursuing teacher certification will have their health insurance benefits maintained during student teaching. The twelve (12) hour limit on tuition reimbursement will be waived in the year in which an employee completes his/her student teaching.

- I. The cap on credit hours or CEU's may be lifted if there are unused funds and the coursework above the cap has been pre-approved.
- J. Additional rules and guidelines for the administration of the program will be developed by a Tuition Reimbursement Committee composed of the Coordinator of Support Staff and one representative from the AACP.
- K. Decisions of the Tuition Reimbursement Committee regarding rules and guidelines and the approval of courses will not be subject to grievance or appeal.

ARTICLE X - RIGHTS OF THE UNION

10.01 LABOR-MANAGEMENT COMMITTEE

- A. In an effort to solve problems before they become formal grievances, the Employer agrees to establish a Labor-Management Committee consisting of representatives of both the Union and the employer. Its main function shall be to confer on all matters of mutual concern, to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this contract, and to confer over potential problems in an effort to keep such matters from becoming major in scope.
- B. The Union may declare by written notice that an issue has failed to be resolved through the Labor/Management Committee, which will allow a grievance to be filed, and the normal deadlines for filing a grievance will not apply while the issue is before the committee. This delay of the timelines shall not exceed thirty (30) calendar days.
- C. Union representation shall not be restricted; the President may invite the participation at individual sessions of members deemed appropriate to discussion of issues on the agenda. The employer may include such representatives as appropriate to resolve the items under discussion. However, the employer shall be notified in advance of who is attending and meetings will be scheduled so that there is a minimal interruption in the work schedules.
- D. Any party to this contract can request a meeting of the Labor-Management Committee, but not more often than one (1) a month unless mutually agreed upon. Arrangements are to be made in advance and an agenda may be submitted with the request. The refusal of the Union to meet at any meeting called by the employer within five (5) work days of the call shall constitute a waiver by the Union of the right to confer over matters for which the meeting was called. The refusal of the employer to meet and participate in discussion within five (5) days of the call for a meeting shall open the subject of concern to the grievance process.

10.02 USE OF SCHOOL MAILS AND BULLETIN BOARDS

- A. The Union shall have the authorization to use the school mails for official Union matters pertaining to employees.
- B. The Union shall be permitted use of the bulletin boards in each building for the posting of notices concerning official Union business.

10.03 USE OF SCHOOL FACILITIES AND EQUIPMENT

The Union shall have the right to use school facilities and equipment when such facilities and/or equipment are not otherwise in use. The use of such facilities and/or equipment shall be for Union business. Supplies necessary for the use of equipment shall be furnished or paid for by the Union. This use will be in accordance with Board procedures.

10.04 UNION BUSINESS

The Union may conduct Union business other than membership meetings on school property during the hours of employment. The conduct of such business will not interfere with the operation of the Akron Public Schools, nor unduly hinder the employee's work. When requested by an employee, authorized representatives or elected officers may visit work sites. A union representative visiting a school building during work hours shall report to and sign in at the main office.

10.05 BULLETINS AND NOTICES

The President shall receive a copy of all bulletins and notices pertaining to Office Support Personnel.

10.06 JOB POSTINGS

The President shall receive a copy of all job postings for AACP positions.

10.07 JOB DESCRIPTION BOOK

The President shall receive a complete copy of the Employer's Job Description Book and copies of all new or revised job descriptions in the bargaining unit.

10.08 SENIORITY LIST

The employer shall provide to the Union twice each year a list of the names and work addresses of employees eligible for the bargaining unit, setting forth the job classification, job code, time schedule, work location and hire date of said employees. It shall be issued October 1 and February 1 of each year. The employer shall make a good faith effort to provide the lists in an electronic data format which is compatible with the Union's sorting capabilities. However, the employer shall not be required to purchase additional software,

hardware, or incur additional overtime expenses. Underfills and overfills shall be specifically designated and the proper classification of the position shall be noted.

10.09 HEALTH AND SAFETY COMMITTEE

The Board shall endeavor to provide safe and healthful working conditions for all employees. Health and safety concerns shall be referred to the Labor/Management Committee for consideration.

ARTICLE XI - NO STRIKE/NO LOCKOUT

11.01 The Union agrees that there shall be no strikes as defined in Ohio Revised Code 4117.01 during the term of this Agreement, during the entire period of any negotiations which extend beyond the term of this Agreement, but which precede impasse resolution procedures, and during the impasse resolution proceedings.

11.02 The Union agrees that it will not authorize, ratify, condone or encourage any of the above-proscribed activities, and that, in the event any such activities occur, the Union and its officers, agents and representatives will make every effort through affirmative action to end such activity.

11.03 There shall be no lockout by the employer during the time period of Section 11.01 of this article.

ARTICLE XII - GRIEVANCE PROCEDURES

12.01 GRIEVANCE

- A. A grievance is written claim by an employee(s) of: (1) an alleged misinterpretation or misapplication of any provision of this Agreement; or (2) a condition of employment which constitutes a violation or misapplication of this Agreement.
- B. An aggrieved person is the Union or an employee(s) having a grievance.
- C. No reprisals of any kind shall be taken by the employer or any member of the administration against any party filing a grievance or any member of the grievance committee, any officer, or any other participants in the grievance procedure by reason of such participation.
- D. The purpose of the grievance procedures is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure. The parties encourage informal discussion between the employee and the immediate supervisor prior to filing a formal grievance.

- E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- F. In order that a grievance may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.
- G. The aggrieved person(s) may be represented at all levels of the grievance procedure by themselves and/or Union Representative(s). The employee may also have a non-participating observer present.
- H. The Union shall have the right to have its representatives present at all steps of the specified grievance procedure.
- I. If the grievance procedure is not initiated within twenty (20) work days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived.

Grievance Procedures

A. Step One

The aggrieved employee must sign and file the grievance in writing with the immediate supervisor within twenty (20) work days after the grievant knew or should have known of the event giving rise to the grievance. The written grievance must recite the exact provision of this Agreement alleged to have been violated, the facts supporting the grievant's claim and the specific relief requested. If the written grievance is not filed within the above time limit, it is forever waived. The employer will review and issue a written response to the grievance. This response is to be sent to the grievant within fifteen (15) work days. Failure of the Employer to provide a timely written response will cause the grievance to advance automatically to Step Two.

B. Step Two

- 1. Within ten (10) working days after the date on the written Step One response, the grievant, if dissatisfied with said response, may file a written Step Two appeal with the Executive Director, Human Resources, requesting either a review of the grievance response or a conference. If a review is requested a written response must be provided within ten (10) work days, after receipt of the Step Two appeal.

2. If a conference is requested, it shall be held within ten (10) work days after receipt of the Step Two appeal and written decision will be provided within ten (10) working days after the conference.
3. A copy of all written responses shall be sent to both the grievant and the Union. Any and all information supporting the Step Two appeal must be set forth in or attached to the appeal in order for any such information to be considered by the Executive Director, Human Resources. Any failure to file the Step Two appeal within the stated time limit shall cause the grievance to be dismissed with prejudice.

C. Step Three

Within fifteen (15) work days after the date of the written Step Two response, the President may notify the Executive Director, Human Resources, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue(s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.
2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability to hear grievances.
3. The mediator shall schedule a meeting with fifteen (15) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.
4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which, if acceptable, may be memorialized by the parties.
5. If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
6. The comments and opinions of the mediator, and any settlement offer put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
7. Costs for the mediation shall be shared equally by the Union and the Board.

D. Step Four

In the event the grievance is not resolved at Step Two or Three, the matter may be referred to arbitration by the Union by filing a written notice of appeal within fifteen (15) work days after the date of the written Step Two response or the response of the mediator if Step Three was utilized. This notice of appeal must be filed with the Office of the Executive Director, Human Resources. Any failure to file such appeal within the stated time limit shall cause the grievance to be dismissed with prejudice.

12.02 ARBITRATION PROCEDURE

A. The arbitration procedures shall be as follows:

1. The Union shall, within ten (10) work days after filing notice of appeal, request the American Arbitration Association (AAA) to submit a list of arbitrators.
2. All procedures relative to arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.
3. The arbitrator shall report recommendations for settlement of the grievance to the local Union President and Executive Director. The employer shall accept or reject the arbitrator's recommendation by official action within fifteen (15) work days after receipt of the arbitrator's report of award.
4. The arbitrator shall not add to, delete from or modify in any way the terms of this Agreement, nor may the arbitrator establish or change any wage or fringe benefit plan. The arbitrator's decision shall be based solely on the evidence and arguments presented at the hearing or in post-hearing briefs.
5. The arbitrator's fees and expenses shall be shared equally by the local Union and the Employer. Each party shall bear the expense of preparing and presenting its case to the arbitrator.
6. The arbitrator shall not make any recommendation which would require either party to commit an act that is contrary to law.

ARTICLE XIII- NEGOTIATIONS

13.01 REQUEST FOR OPENING NEGOTIATIONS

A request for the opening of negotiations shall be made not later than March 1. Upon receipt of a written request for opening negotiations, either party will have fifteen (15) calendar days to reply to the request. The first session should be held within twenty (20) calendar days of such request. These requirements may be extended upon agreement between the Employer's and Association's negotiation teams.

13.02 SCOPE OF BARGAINING

Subjects for negotiations shall be salaries, fringe benefits and working conditions.

13.03 PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Team

Each negotiations team shall be limited to no more than six (6) people. Neither party shall have control over the selection of the other party's team members.

B. Release Time

Release time shall be provided during the normal work day if negotiations sessions are scheduled by mutual agreement during the normal work day.

13.04 NEWS RELEASES

News releases either during negotiations or at the conclusions of negotiations shall be made only by mutual agreement as to time and content of the release within the terms of the collective bargaining agreement.

13.05 TENTATIVE AGREEMENTS

As negotiated items are tentatively agreed upon, they shall be reduced to writing and initialed by both parties. Tentative agreements shall be subject to final ratification by the membership of the Union and ratification by the employer.

13.06 RATIFICATION

- A. When overall tentative agreement is reached through negotiations, the outcome shall be reduced to writing and both negotiating teams will recommend adoption to the employees and employer respectively. Both parties shall review the tentative Agreement together to determine its accuracy. If the Agreement is in the proper form, it shall be submitted to the Union for ratification. If ratified, it shall be submitted to the Board of Education for ratification and adoption. If adopted by the Board, the Agreement shall become a contract and thus be binding on both parties.
- B. Said Agreement shall be signed by the employer's representatives and by the Union's representatives. When adopted by the employer, the Agreement shall become part of the official Board minutes and become binding on all parties.

13.07 IMPASSE RESOLUTION PROCEDURE

- A. Should the Union and the employer be unable to reach an agreement after seventy-five (75) calendar days from the date of the initial request to open negotiations, either party may request the assistance of the Federal Mediation and Conciliation Service. Mediation shall be the parties' mutually agreed dispute resolution procedure under ORC 4117.14(C)(1)(f). The Board acknowledges and agrees that the Union retains all statutory rights to serve notice and to strike without limitation under this alternate dispute resolution procedure.
- B. The mediator shall be selected by the Federal Mediation and Conciliation Service from among those mediators at its nearest office, if possible.
- C. All costs incurred as a result of the use of the Federal Mediation and Conciliation Service shall be shared equally by the Union and the employer.

ARTICLE XIV - WAIVER

- 14.01** A. The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.
- B. Therefore, the employer and the union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- C. Except that, the parties desire the opportunity for either party to initiate discussion on non-economic items throughout the term of this Agreement. The opportunity to meet and discuss shall not require either party to agree to addition or modification of this agreement; items which are not agreed upon shall be withdrawn and not subject to either dispute resolution or grievance procedures. However, if the parties do reach agreement, it shall be reduced to writing as a Memorandum of Understanding.

ARTICLE XV - DURATION

The effective date of this Agreement shall be July 1, 2010 and it shall remain in force until June 30, 2012.

CLASSIFICATION PLAN--OFFICE SUPPORT
AKRON PUBLIC SCHOOLS

<u>Occupational Specialties</u>	<u>Classification</u>	<u>Job Code</u>	<u>Pay Range</u>
Fiscal	Account Clerk II (T/S 522)	170	12
	Account Clerk III (T/S 522)	171	16
	Account Clerk II (T/S 412)	172	12
	Account Clerk III (T/S 412/413)	173	16
	Account Clerk IV (T/S 522)	174	18
	Account Clerk IV (T/S 412)	175	18
	Account Clerk II (T/S 411)	176	12
	Account Clerk I (T/S 522)	177	10
	Account Clerk I (T/S 412)	178	10
	Account Technician (T/S 412)	179	20
	Account Technician (T/S 522)	180	20
	Payroll Assistant (T/S 522)	181	19
	<hr/>		
Clerical/ Secretarial	Secretary I (T/S 411)	185	10
	Secretary III (T/S 411)	186	16
	Secretary II (T/S 411)	187	12
	Secretary II (T/S 412)	188	12
	Secretary III (T/S 412)	193	16
	Switchboard Operator	194	14
	Secretary I (T/S 412)	195	10
	Secretary I (T/S 522)	196	10
	Secretary II (T/S 522)	197	12
	Secretary III (T/S 522)	198	16
	Secretary III (T/S 522)	202	17
	Secretary III, Elementary (T/S 422, 1-500 students)	205	16
	Secretary III, Elementary (T/S 422, 500+ students)	206	17
	Administrative Secretary	208	20
	Secretary III (T/S 422/430)	215	17
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Duplicating and Publications	Duplicating Equipment Operator I	221	12
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OFFICE SUPPORT STAFF ANNUAL SALARY RATES JULY 1, 2011
Time Schedule 522

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PAY GRADE	S008	S009	S010	S011	S012	S013	S014	S015	S016	S017	S018	S019	S020
Step													
0.0	20,864.99	21,914.79	22,777.13	23,648.82	24,614.30	25,635.94	26,680.51	27,988.68	29,047.86	30,435.09	31,597.40	33,026.70	34,474.97
0.5	21,408.59	22,355.30	23,283.29	24,061.27	25,129.79	26,188.99	27,313.66	28,513.57	29,704.02	31,034.99	32,394.14	33,667.22	35,149.88
1.0	21,914.79	22,777.13	23,676.97	24,520.57	25,635.94	26,751.41	27,873.15	29,057.24	30,435.09	31,738.00	33,031.49	34,307.70	35,834.12
1.5	22,355.30	23,283.29	24,145.65	25,017.36	26,188.99	27,370.03	28,440.08	29,704.02	31,034.99	32,440.98	33,668.91	34,992.37	36,715.20
2.0	22,777.13	23,676.97	24,614.30	25,532.87	26,751.41	27,988.68	28,933.87	30,435.09	31,738.00	33,106.47	34,296.92	35,728.59	37,540.06
2.5	23,283.29	24,145.65	25,129.79	26,132.76	27,370.03	28,513.57	29,640.12	31,034.99	32,440.98	33,828.24	34,999.93	36,553.20	38,318.03
3.0	23,676.97	24,614.30	25,645.34	26,676.39	27,988.68	29,057.24	30,302.66	31,738.00	33,106.47	34,474.97	35,749.77	37,399.82	39,189.76
3.5	24,145.65	25,139.19	26,188.99	27,313.76	28,513.57	29,704.02	30,943.19	32,440.98	33,828.24	35,149.88	36,583.97	38,209.65	40,033.34
4.0	24,614.30	25,635.94	26,751.41	27,866.82	29,057.24	30,435.09	31,591.05	33,106.47	34,474.97	35,834.12	37,427.57	39,034.19	40,895.68
4.5	25,129.79	26,188.99	27,360.65	28,438.58	29,704.02	31,034.99	32,400.89	33,828.24	35,149.88	36,715.20	38,224.31	39,902.96	41,861.13
5.0	25,635.94	26,751.41	27,988.68	28,935.39	30,435.09	31,738.00	33,026.70	34,474.97	35,834.12	37,540.06	39,058.53	40,771.73	42,657.88
5.5	26,113.99	27,229.45	28,504.18	29,460.27	31,025.61	32,347.23	33,659.84	35,131.11	36,518.39	38,252.43	39,799.03	41,544.71	43,473.38
6.0	26,573.29	27,726.19	29,029.09	30,003.96	31,606.78	32,947.13	34,285.64	35,777.92	37,202.64	38,955.45	40,548.88	42,325.11	44,288.85
6.5	27,060.70	28,204.24	29,544.65	30,519.47	32,152.42	33,575.18	34,926.16	36,424.64	37,886.88	39,677.19	41,298.76	43,105.52	45,113.68
7.0	27,538.76	28,691.68	30,088.31	31,053.75	32,769.08	34,175.02	35,566.59	37,080.80	38,552.37	40,380.20	42,058.00	43,878.55	45,929.16
7.5	28,015.44	29,175.74	30,610.55	31,583.99	33,351.54	34,784.95	36,201.33	37,730.22	39,231.27	41,090.56	42,805.18	44,601.09	46,747.31
8.0	28,492.15	29,659.79	31,132.77	32,112.91	33,934.05	35,394.88	36,836.04	38,380.72	39,910.16	41,800.93	43,552.36	45,323.64	47,565.46
Longevity													
16.0	31,341.36	32,625.77	34,246.05	35,324.20	37,327.46	38,934.37	40,519.65	42,218.80	43,901.17	45,981.02	47,907.60	49,856.00	52,322.01
20.0	31,626.28	32,922.37	34,557.38	35,645.33	37,666.80	39,288.32	40,888.01	42,602.60	44,300.27	46,399.03	48,343.12	50,309.24	52,797.66
24.0	31,911.20	33,218.97	34,868.71	35,966.46	38,006.14	39,642.26	41,256.37	42,986.41	44,699.38	46,817.04	48,778.64	50,762.47	53,273.31
27.0	32,196.12	33,515.57	35,180.03	36,287.59	38,345.48	39,996.21	41,624.73	43,370.22	45,098.48	47,235.05	49,214.17	51,215.71	53,748.97

Longevity based on	16 years	10%	24 years	12%	Assoc Deg	.65/hr
Step 8	20 years	11%	27 years	13%	BA Degree	.90/hr.

OFFICE SUPPORT ANNUAL SALARY RATES JULY 1, 2011
Time Schedule 411, 412

PAY RANGE	8	9	10	11	12	13	14	15	16	17	18	20
PAY GRADE	O008	O009	O010	O011	O012	O013	O014	O015	O016	O017	O018	O020

Schedule 411/412

0.0	16,468.14	17,296.71	17,977.35	18,665.36	19,427.37	20,233.76	21,595.01	22,090.69	22,926.67	24,021.57	24,938.94	27,210.15
0.5	16,897.20	17,644.41	18,376.84	18,990.90	19,834.26	20,670.23	22,090.69	22,504.96	23,444.54	24,495.05	25,567.80	27,742.81
1.0	17,296.71	17,977.35	18,687.57	19,353.39	20,233.76	21,114.15	22,504.96	22,934.07	24,021.57	25,049.92	26,070.84	28,282.86
1.5	17,644.42	18,376.84	19,057.47	19,745.49	20,670.23	21,602.41	22,934.07	23,444.53	24,495.05	25,604.76	26,573.94	28,978.30
2.0	17,977.35	18,687.57	19,427.37	20,152.37	21,114.15	22,090.69	23,444.53	24,021.57	25,049.92	26,130.02	27,069.59	29,629.32
2.5	18,376.84	19,057.47	19,834.26	20,625.85	21,602.41	22,504.96	24,021.57	24,495.05	25,604.76	26,699.69	27,635.27	30,243.36
3.0	18,687.57	19,427.56	20,241.15	21,054.92	22,090.69	22,934.07	24,495.05	25,049.92	26,130.02	27,210.15	28,216.29	30,931.39
3.5	19,057.47	19,840.74	20,670.23	21,558.03	22,504.96	23,444.53	25,049.92	25,604.76	26,699.69	27,742.80	28,874.71	31,597.21
4.0	19,427.37	20,233.76	21,114.15	21,994.50	22,934.07	24,021.57	25,567.79	26,130.02	27,210.15	28,282.86	29,540.53	32,277.82
4.5	19,834.26	20,670.23	21,595.01	22,445.79	23,444.53	24,495.05	26,085.64	26,699.69	27,742.80	28,978.30	30,169.37	33,039.82
5.0	20,233.76	21,114.15	22,090.69	22,837.88	24,021.57	25,049.92	26,655.28	27,210.15	28,282.86	29,629.32	30,827.81	33,668.67
5.5	20,611.06	21,491.45	22,497.57	23,252.17	24,487.96	25,530.78	27,150.96	27,728.00	28,822.93	30,191.57	31,412.27	34,312.32
6.0	20,973.55	21,883.52	22,911.87	23,681.28	24,946.34	26,004.26	27,661.44	28,238.50	29,362.99	30,746.45	32,004.11	34,955.95
6.5	21,358.24	22,260.81	23,318.73	24,088.15	25,376.99	26,499.94	28,171.89	28,748.96	29,903.05	31,316.09	32,595.96	35,606.95
7.0	21,735.55	22,645.51	23,747.85	24,509.86	25,863.69	26,973.39	28,667.58	29,266.82	30,428.34	31,870.95	33,195.20	36,250.62
7.5	22,027.39	22,939.68	24,067.82	24,833.21	26,222.98	27,349.98	29,172.77	29,665.75	30,964.13	32,431.66	33,655.96	36,743.14
8.0	22,402.20	23,320.28	24,478.43	25,249.08	26,680.96	27,829.35	29,677.95	30,176.35	31,499.99	32,992.32	34,243.43	37,398.77

Longevity

16.0	24,642.42	25,652.31	26,926.27	27,773.99	29,349.06	30,612.28	32,645.75	33,193.99	34,649.99	36,291.55	37,667.77	41,138.64
20.0	24,866.44	25,885.51	27,171.06	28,026.48	29,615.87	30,890.58	32,942.53	33,495.75	34,964.99	36,621.48	38,010.21	41,512.63
24.0	25,090.47	26,118.72	27,415.84	28,278.97	29,882.68	31,168.87	33,239.31	33,797.52	35,279.99	36,951.40	38,352.64	41,886.62
27.0	25,314.49	26,351.92	27,660.62	28,531.46	30,149.49	31,447.16	33,536.09	34,099.28	35,594.99	37,281.32	38,695.08	42,260.61

Longevity 16 years based on	10%	24 years	12%	Associate Degree	\$.65/hr.
Step 8 20 years	11%	27 years	13%	Bachelor Degree	\$.90/hr.

