

# AGREEMENT

BETWEEN THE

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #348

July 1, 2023 through June 30, 2026

With Option for Extension

July 1, 2026– June 30, 2027

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AGREEMENT BETWEEN THE  
COPLEY-FAIRLAWN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #348

PREAMBLE

The parties hereto understand and agree that the Board of Education of the Copley-Fairlawn City School District ("Board") is charged by law with the duty and responsibility of operating a public school system and in carrying out those duties and responsibilities in employing support staff employees in its operation. The terms and conditions of employment of support staff employees are matters of concern to the Board and the Teamsters Local Union No. 348 affiliated with the International Brotherhood of Teamsters ("Union").

This Agreement is entered into by the parties to set forth in their entirety the full complete understanding and agreements governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit.

## ARTICLE 1. RECOGNITION

### A. BARGAINING UNIT

The Board recognizes the Teamsters Local Union No. 348, an affiliate of the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all employees now employed or to be employed in the hereafter described bargaining unit.

The bargaining unit shall be defined as regular all full-time and part-time employees working in the Copley-Fairlawn City School District in the following positions or classifications:

1. Transportation
2. Operations (Custodial and Maintenance)
3. Culinary (Food Service)
4. Secretary (Clerical)
5. Paraprofessionals/Monitors

### B. EXCLUSIONS

Exclusions from the bargaining unit shall include, but not be limited to, professional, confidential and management level employees and supervisors, all as defined in Ohio Revised Code Chapter 4117. Also excluded are the staffs of the Superintendent, Assistant Superintendent, Business Manager and Treasurer and substitutes.

### C. RECOGNITION

This recognition shall remain in effect uninterrupted unless challenged in accordance with procedures of Ohio Revised Code 4117.07.

Where the parties agree to include newly created non-certified, non-licensed classifications within the bargaining unit during the life of this Agreement, said classifications shall be incorporated as a negotiated addendum to this Agreement.

## ARTICLE 2. DEFINITIONS

For purposes of this Contract, unless otherwise defined, the term "days" shall mean days when the offices of the Board of Education are scheduled to be open for business.

The Business Manager shall be the "Immediate Supervisor" of the Transportation Supervisor and the Transportation Supervisor shall be the "Immediate Supervisor" of the bus drivers, transportation aides, and mechanics.

The Business Manager or his/her designee shall be the "Immediate Supervisor" of all custodian/maintenance/grounds employees.

The Business Manager is the "Immediate Supervisor" of all kitchen managers, cafeteria workers, and the transporter.

The Principal of the building to which an employee is assigned shall be the "Immediate Supervisor" of all other employees, unless otherwise designated by the Superintendent.

The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit defined above.

Whenever the term "designee" is used following a named administrative position (i.e., "the Business Manager or his/her designee," etc.), such designated individual shall always be a management level employee.

### ARTICLE 3. UNION RIGHTS

#### A. UNION STEWARDS

1. The right of the Union to designate union stewards is recognized. Stewards may receive and discuss complaints and grievances of bargaining unit members on District premises, provided it does not interfere with the operation of the District. Stewards must receive permission from his or her supervisor prior to engaging in such duties during his or her normal work day. Employees having a legitimate need for the services of a steward during normal work hours must also receive the permission of his or her supervisor.
2. Stewards and other employees asked to participate in grievance and/or disciplinary meetings during working hours will do so without loss of pay.
3. The Union shall furnish the Board with a list of stewards. The Board will provide the Union with a list of immediate supervisors for each job classification. Notification of changes will be provided in writing.

#### B. INTERSCHOOL MAIL/EMAIL

The Union will have the right to use the interschool mail and email. The Secretary-Treasurer and Business Manager of the Union or his/her designated representative may visit schools, provided that they notify the Principal of their presence. Any such visits shall not interfere with teaching or other duties or school needs.

#### C. USE OF SCHOOL BUILDINGS AND EQUIPMENT

1. The Union will be entitled to use school buildings at reasonable hours, provided such use does not interfere with normal operations of the schools. The regular application procedure for use of school buildings shall be followed. When special custodian services are needed, the Board may make a reasonable charge.

2. The Union may use equipment located within the building for Union business, provided that such use does not conflict with school business. The Union may be billed for the actual cost of all materials used.
3. The school district shall furnish space in each facility for postings of official notices and information from the union.

D. REPRISALS

The Board shall not discriminate against employees because of membership or non-membership in the Union or participation in Union activities, and the Union agrees to fairly represent all members of the bargaining unit regardless of Union membership.

E. JOB DESCRIPTIONS

Job descriptions will be developed with meaningful input from the Union. Copies of the job descriptions as prepared by the Administration shall be provided to employees.

ARTICLE 4. MANAGEMENT RIGHTS

The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitutions of the State of Ohio and the United States, including all of the rights defined in Revised Code Section 4117.08. 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 governmental 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 Board.
- h. Effectively manage the work force.
- i. Take such actions as are necessary to carry out the mission of the Board.

The exercise of the foregoing management rights by the Board shall be limited only by the specific terms of this Agreement.



## ARTICLE 5. NEGOTIATIONS PROCEDURE

### A. BARGAINING TEAM

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Union. Each team shall have no more than seven (7) members.

### B. SCOPE OF BARGAINING

The scope of negotiations shall be wages, hours, terms and other conditions of employment; the continuation, modification, or deletion of existing provisions; and any other items mutually agreed upon.

### C. BARGAINING TIME LINES

1. Requests for commencement of negotiations shall be given no earlier than January 15 of the year the Contract expires unless the Union and the Board mutually agree to do otherwise. Requests from the Union shall be made directly to the Superintendent or, in his/her absence, to his/her designee; requests from the Board will be made to the President of the Union.
2. Negotiations will begin no later than March 1 of the year of expiration of this Agreement. All meetings shall be mutually scheduled. The date, time, and place of the next meeting will be established before adjournment of each meeting.
3. The Party initiating the request for negotiations will notify the State Employment Relations Board (SERB) of the commencement of negotiations and of the parties' agreement that the impasse procedures identified in this Contract will be exclusively employed in place of procedures found in Ohio Revised Code Sections 4117.10 and 4117.14.

### D. AGREEMENT

1. During the course of negotiations, items agreed to shall be reduced to writing and initialed by the appropriate representatives of each negotiating team. It is understood that such initialing signifies a tentative agreement subject always to ratification/adoption by both parties.
2. When tentative agreement is reached on all issues, the tentative agreement shall be reduced to writing and promptly submitted for ratification by the Union. If the Union ratifies the tentative agreement, the same will be submitted to the Board for adoption. Upon adoption of the ratified Agreement by the Board, the Agreement shall be entered into the minutes of the Board.

### E. IMPASSE

If an agreement is not reached not less than fifty-one (51) calendar days before the expiration of the current Agreement, either party may declare the unresolved issues to be at impasse. If

either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching an agreement.

It is agreed that the impasse procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in ORC Section 4117.14, except that the Union does not retain the right to strike by following the procedures required in ORC Chapter 4117.

F. MISCELLANEOUS

1. Negotiations Notes: Each of the parties may take notes of each session as desired.
2. Exchange of Information: Either party shall furnish upon written request of the other, within a reasonable time, all regularly and routinely prepared information concerning the issues under consideration.
3. Submission of Issues: Unless an alternative bargaining process is selected by the mutual agreement of the parties, all issues proposed for negotiations shall be submitted in contract proposal form and exchanged by the parties at the initial meeting. Topical listings ("laundry list") shall constitute a clear failure of compliance with this requirement and may be disregarded. No new issues shall be submitted after the initial meeting unless mutually agreed to by the parties.
4. Assistance: The parties may call upon professional or lay consultants to consider matters under discussion and to make suggestions. The cost of such consultants shall be borne by the parties requesting them. The party seeking to use the consultant shall advise the chief negotiator for the other team of the identity of the consultant and the subject to be addressed at least twenty-four (24) hours in advance of the consultant's appearance at a negotiations session.

ARTICLE 6. EMPLOYMENT PRACTICES AND PROCEDURES

A. VACANCIES AND ABSENCES

1. A vacancy is created when an employee resigns, dies, or is terminated.
2. Vacancies which the Board intends to fill shall be filled by transfer, assignment of a current bargaining unit member, or employment of a new employee within thirty (30) days.
3. Positions of employees absent on paid or unpaid leave status shall be filled by substitutes.
4. The Board has no obligation to employ a bargaining unit member in more than one position. However, when an employee holds a second position with the District, they may not remove themselves from one position to assume duties in another position. For example, an employee hired as an aide may not utilize leave or arrange to alter scheduled working hours to take a field trip as a bus driver. Effective July 1, 2016 , no bargaining

unit member will be permitted to be employed by the District in two positions which combine to provide such employee with thirty (30) or more regularly schedule hours per week of work.

5. Bargaining unit members who perform substitute work will be paid at their regular rate if such work is performed within their actual job classification (e.g., office assistant substitutes for office assistant), and at the substitute rate for work performed outside their actual job (e.g., office assistant substitutes for a special needs assistant). Nothing herein shall be deemed to require the Board to utilize bargaining unit members for substitute work and in no case is the Board required to utilize bargaining unit members for substitute work if such additional duties will result in overtime.
6. Bargaining unit members interested in performing summer work should provide the Business Manager with notification of such interest on or before April 1.
7. Supervisors and any other non-bargaining unit personnel shall not regularly perform work of bargaining unit employees except work for the purpose of instructing or training employees or in emergency situations, e.g. safety of a student or students. Supervisors may assist bargaining unit members in the performance of their duties, however, this assistance shall not be for the purpose to avoid giving work to another bargaining unit member.

B. JOB BID PROCEDURE AND TRANSFER

1. When a vacancy occurs which the Board intends to fill, or a new job is created, the Board shall post notice of the opening within ten (10) days for a period of five (5) days. The notice shall contain the job title, qualifications, number of hours, rate of pay, closing date for application, and indicate the initial assignment area or location of this existing vacancy, if applicable. Employees who wish to be considered for the vacancy must make application for the specific position in writing through a letter of interest to the Superintendent's Office by the end of the posting period. No application or letter of interest shall be accepted prior to the posting date. In the event that insufficient work exists to fill a vacancy in a previously full-time position, the Board may choose to shorten the workday of such position, or combine the position with another part-time position, if and when it determines to post such position.
2. In the event an opening develops during the summer months (no school for less than full-time employees), notices of vacancies (openings) shall be distributed monthly to all employees of the bargaining unit and included on the District webpage.
3. Qualifications shall be the determining factor in filling an open position. Qualifications for a position shall be determined by the Administration and, once established, shall not be altered in such a manner as to contravene the intent of this Article by giving incidental qualifications emphasis for the purpose of denying a position to an otherwise qualified person (e.g. a person who possesses the skills and training required to use an Advanced Word Processing program shall not be disqualified merely because the position requires

the use of a slightly different program, where the applicant could quickly learn to use the program).

4. Where two or more applicants under final consideration are determined, in the judgment of the Administration, to be equal in qualifications, seniority shall be the determining factor where one or more of the applicants under final consideration is a current employee.
5. All bargaining unit members who are interviewed and/or test for a vacant position shall be notified of the filling of the position or the status of the position.
6. All promotions will be for a probationary period of ninety (90) days. At the end of that period, the promoted employee shall either be appointed to the new position or returned to his/her former position, if the position still exists, or to an equally salaried position. At any time during the probationary period, the employee may request that he/she be returned to his/her former position, or to an equally salaried position if the former position no longer exists; however, such return is within the sole discretion of the Administration.

#### C. TEMPORARY ASSIGNMENT

An employee temporarily assigned to a higher classification shall receive the pay of the higher classification (at their personal step/rate) after eight continuous regular hours worked in the higher classification. The employee shall be responsible for notifying the Treasurer's Office of his/her eligibility to receive the pay of the higher classification by noting such information on his/her timesheet.

#### D. POSITION RECLASSIFICATION

Whenever the Board believes that a current position (i.e. classification and job duties) needs to be reclassified, it shall present such recommendation to the Union President with rationale and its proposed changes. Such rationale shall include current work duties and proposed work duties, and qualifications. When the proposed change(s) represents a change in pay rate, the total number of scheduled work hours, or workdays, or is a combination assignment, it shall be subject to bargaining (minor changes in beginning and ending times for work may be adjusted by the Administration as needed). If or when approved by the Union bargaining team, it shall be posted as per Section B, above.

#### E. REDUCTION IN FORCE

1. Seniority List: The Board shall maintain a current Seniority List and make the list available for inspection by members of the Union. The Board shall provide the Union with the Seniority List of all bargaining unit employees within thirty (30) days after the effective date of the Agreement. The Seniority List shall show the name, job classification, and date of most recent commencement of continuous employment with the Board of all bargaining unit employees. Thereafter, the Board shall provide the Union with an updated Seniority List not later than October 1 of each calendar year.

2. Seniority shall begin with the employee's first day of assignment as a regular employee of the Board. If the starting date for two (2) or more employees is identical, then seniority shall be determined by date of the Board's approval of their appointment, and then by the date on which the employee submitted a completed job application. If seniority dates are still identical, then seniority shall be determined by the toss of a coin, and Union representatives shall be in attendance for such tie-breaking situations.
3. Whenever it becomes necessary to reduce the number of employees in a job classification, in whole or in part, due to abolishment of positions and/or financial reasons (including lack of funds and/or lack of work) the layoff of employees shall be made in the inverse order of job classification seniority, following the procedures set forth in this Article. These rules shall be in compliance with State and Federal laws relating to equal employment opportunities and the Americans with Disabilities Act. The number of employees affected by a reduction shall be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position. As used in this Section, "lack of funds," "lack of work" and "abolishment of positions" shall have the same meaning as in ORC 124.321.
4. Layoff of regular employees shall be made within each job classification in reverse order of job classification seniority, the least senior employee to be laid off first. Probationary employees with least seniority will be discharged before any regular employees are laid off. Promotional probationary employees who have not completed the probationary period will be laid off from their probationary classifications and returned to their former positions before regular employees are laid off.
5. Subject to the provisions of Article 6, Section M, an employee laid off from his/her job classification may, if holding greater job classification series seniority, displace only the least senior employee in the next lower job classification within the employee's job classification series, but only if that employee has less seniority. If the least senior employee in the next lower job classification has greater seniority, the displaced employee may bump only the least senior employee in the next lower job classification within the displaced employee's job classification series, but only if that employee has less seniority. This procedure will be followed through the job classification series until either the displaced employee is able to bump the least senior employee in a lower job classification within the job classification series or is placed on a recall list either by virtue of the existence of no less senior employees or by the determination not to bump. Paraprofessionals who are laid off may bump the lowest seniority person in any job classification within their job classification series if equally or more qualified for the position as determined by the administration. An employee who declines to bump shall be laid-off and placed on the recall list.
6. Subject to the provisions of Article 6, Section M, if an employee laid off from his/her job classification is unable to bump into another position within the same job classification series, he/she may displace only the least senior employee in any other job classification series in which he/she has previously worked, provided he/she meets the current qualifications for such position as determined by the Administration. Such employee may bump into his/her former job classification, or a lower job classification, in the manner provided in Paragraph 5, above.

7. Any employee exercising displacement rights shall be placed on the job classification salary schedule appropriate to that job classification. If such employee bumps within the same job classification series (as defined in Article 6, Section E.12), he/she shall be placed on the job classification salary schedule at the same step as in the employee's previously held position. The employee shall have three (3) working days to exercise such displacement rights after notification of layoff.
8. A part-time employee shall have no displacement rights over full-time employees. However, a part time employee can displace another part-time employee. A full-time employee shall have displacement rights over another full-time employee or may bump a part-time employee where no opportunity exists for displacing a full-time employee.
9. When layoff is authorized by the Board, the Board shall give at least five (5) days' notice to affected employees prior to implementing the reduction.
10. Reinstatement of regular employees will occur as vacancies occur in the job classification series held immediately prior to layoff and in inverse order of layoff, i.e. the most senior will be recalled first.
11. If there are no employees on the Recall List who were laid off from the job classification series in which a vacancy occurs, then the most senior laid-off employee on the Recall List who meets the qualifications for a vacancy as determined by the Administration as set forth above, shall be recalled to such vacancy. If an employee who is recalled to a position other than one in the job classification series from which he/she was laid off fails to demonstrate his/her ability to satisfactorily perform the duties of the job, he/she shall be returned to the Recall List.
12. An employee who, as a result of layoff, is displaced to a lower classification in his/her classification series, shall, at his/her option, be returned to the first vacancy which occurs in the job classification held prior to the layoff.
13. The names of laid-off regular employees shall be placed on appropriate Recall Lists for a period of twenty-four (24) months. No new employees may be hired in a classification until no other employees remain eligible for recall to the job classification.
14. When a vacancy becomes available to be filled through recall from layoff, the position will be offered to the most senior employee in the job classification series on the Recall List.
15. Notice of recall shall be provided by certified mail. The employee has seven (7) calendar days from the date of mailing to contact the Superintendent and advise that he/she accepts recall. The employee shall report for duty no later than fourteen (14) calendar days after contact with the Superintendent, unless a longer period is mutually agreed between the Superintendent and the employee. Failure to accept recall within these time periods shall result in a forfeiture of further recall rights.

16. Layoff Classifications (Order of Downward Displacement/Bumping Within Classification)

SECRETARY CLASSIFICATION SERIES

- a. Administrative Secretary/Secretary
- b. Part-Time Secretary

PARAPROFESSIONAL CLASSIFICATION SERIES

- a. Library-Media Associate
- b. Educational Assistant
- c. Office Assistant
- d. Special Needs Assistant
- e. Monitors
  - 1. Playground Assistant
  - 2. Lunchroom Monitor
  - 3. Crossing Guard
- f. Transportation Aide

CULINARY CLASSIFICATION SERIES

- a. Kitchen Manager - High School
- b. Kitchen Manager - Middle School
- c. Cafeteria Worker
- a. Transporter

OPERATIONS CLASSIFICATION SERIES

- a. Head Custodian - High School
- b. Head Custodian - Middle School
- c. Head Custodian – Elementary
- d. Head Custodian – Night
- e. Maintenance Technician
- f. Custodian/Maintenance/Grounds  
8 hour
- g. Custodian/Maintenance/Grounds  
Part Time

TRANSPORTATION CLASSIFICATION SERIES

- a. Driver
- a. Head Mechanic
- b. Mechanic
- c. Mechanic Assistant

F. PROBATIONARY PERIOD

- 1. All persons initially appointed to a regular bargaining unit position shall serve a probationary period of one-hundred and fifty (150) days. During this period, the initial appointment probationary employee may be dismissed in the Board's sole discretion and no provision of this Agreement shall apply. Such dismissal shall not be subject to challenge under law or the Grievance Procedure set forth in this Agreement.
- 2. Non-probationary status is granted upon successful completion of the applicable probationary period, which time will be based on actual time of compensated employment. Disciplinary suspension status and leave of absence time are not considered compensated employment time for purposes of satisfaction of the applicable probationary period.

G. BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION (BCII)

1. It is acknowledged by the Board and the Union that criminal investigation reports are required not only for applicants, but also for all employees on a periodic basis as required by law. The Board may discharge any employee upon receipt of a criminal records check disclosing a conviction or guilty plea pertaining to any of the offenses outlined in the Ohio Revised Code prohibiting the Board from employing the individual. Such discharge shall be without the necessity of proceedings under this Agreement or any applicable statute, to formally terminate such employee's contract of employment.
2. An employee who does not complete a background check as required shall be discharged.
3. The District shall pay all costs associated with mandated background checks.

H. ENROLLMENT TEACHING ASSISTANTS

Enrollment Teaching Assistants employed pursuant to Board Policy shall be considered temporary employees. The employment of Enrollment Teaching Assistants shall automatically terminate at the end of their service to the District, but in no case later than the end of the school year in which they were employed, without the need for action by the Board. The Reduction in Force provisions in Article 6, Paragraph E, of this Agreement do not apply to Enrollment Teaching Assistants.

I. CALAMITY DAYS

1. In the event it becomes necessary for the Superintendent to close all buildings for an epidemic, snow, or other public calamity, members of the bargaining unit assigned to that building will be informed of such through established channels of communication and shall not report to work. Should any employee expressly be required to work, said employee shall be paid for the hours worked at regular pay in addition to regular pay for the calamity day. An employee shall not be called in on a calamity day for less than two (2) hours. An employee who is requested to work and refuses without a legitimate reason, shall not be paid the calamity day. Any employee who must report to his/her assignment prior to the time of school being cancelled via public media or prior to personal notification through established channels shall be paid their regular hourly rate for not less than one (1) hour in addition to their calamity pay.
2. All employees shall be paid for all time lost when the schools in which they are employed are closed owing to any calamity situation. The Board reserves the right to schedule head custodians on regularly scheduled workdays.
3. If the opening of school is delayed, employees other than bus drivers are required to report to work at their established start time, although exceptions may be approved by the immediate supervisor. On such delayed start days, bus drivers are to report at the appropriate time corresponding with the delay (i.e., a driver reporting at 6:30 a.m. for a regular school day will report at 8:30 a.m. for a two-hour delay).



J. EMERGENCY CALL-IN/CALL-BACK

1. A "call-in" is defined as a member of the bargaining unit being called in to work prior to the start of his/her regularly scheduled workday and working through his/her regularly scheduled starting time.
2. A "call-back" is defined as a member of the bargaining unit being called back in to work after he/she has left the job site after having completed his/her regularly scheduled workday.
3. A member of the bargaining unit shall be paid for a minimum of two (2) hours work whenever he/she is called back to work.
4. A member of the bargaining unit shall be paid at his/her regular rate of pay for time worked on a call-in or callback.
5. An emergency building problem which arises after the end of the head custodian's regularly scheduled workday, which requires the head custodian to return to the building, shall not be considered to be either a call-in or a call-back under this Section, but is considered to be a part of the head custodian's regular duties. However, if the emergency problem requires more than a nominal amount of time (i.e. checking the building, or minor temporary repair), the head custodian shall be paid for all such time at his/her regular rate of pay. This shall not be considered overtime which is subject to rotation. Building checks which are determined as necessary by the Business Manager or his/her designee, and which occur during other than regularly scheduled hours, shall be the responsibility of the daytime head custodian. For computer controlled buildings, custodians performing such checks will be paid at their regular rate for one (1) hour, and one and one-half (1 ½) hours for zone-controlled buildings. Head custodians may delegate such building checks to other custodians assigned to a building only upon the prior approval of the Business Manager or his/her designee.
6. Any employee called in due to an emergency (e.g. snow plowing, water leak, etc.) shall be paid one and one-half (1 1/2) times his/her regular hourly rate for hours worked outside of their regularly scheduled working hours, but at the option of their Immediate Supervisor may be released from further duty at the end of eight (8) hours of work.

K. PAID LUNCH

Only employees who work 8 continuous hours, 5 days per week in one position shall have a one-half (1/2) hour paid lunch period as assigned by their immediate Supervisor.

L. SPECIAL NEEDS ASSISTANTS

1. Special Needs Assistant positions may be immediately reduced by the Board when a disabled student or students to whom a Special Needs Assistant is assigned, cease to attend in the District, graduate, are deemed no longer in need of individual assistance per the IEP

team, or are otherwise unavailable to access such services. The reduction in force provisions in Article 6, Section E of the Agreement are modified with respect to the position of Special Needs Assistant to the extent that a Special Needs Assistant so displaced may not automatically displace the least senior Special Needs Assistant. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious. Special Needs Assistants who decline to bump into another Special Needs position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in Article 6, Paragraph E.

2. Other employees within the Aide/Paraprofessional Classification Series (Library-Media Associate, Educational Assistant or Office Assistant) who might otherwise bump downward into the position of Special Needs Assistant pursuant to Article 6, Paragraph E.5., or those otherwise eligible employees from another classification series who have worked in the Aide/Paraprofessional Classification Series (as a Library-Media Associate, Educational Assistant, Office Assistant, or Special Needs Assistant) in the past may not automatically bump the least senior Special Needs Assistant. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious. Otherwise eligible employees who decline to bump into a Special Needs position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in Article 6, Paragraph E.

#### M. OVERTIME

1. Eligibility for Overtime
  - a. Extra work time within an employee's assigned building(s) shall be offered on a rotating basis among eligible employees in the appropriate classification series. The most senior employee's name shall appear at the top of the list, which may be reviewed in the appropriate office. Supervisors shall endeavor to assure a reasonably equitable distribution of the extra work time among eligible employees. At the time of the offering, the Supervisor shall give a starting and an estimated ending time for the overtime assignment.
  - b. In the event of specialized needs as determined by the Superintendent or his/her designee, overtime shall be assigned based upon the qualifications of the employee.
  - c. No probationary employee shall be eligible for any overtime assignment requiring specialized needs when he/she would be the only employee within that classification on duty at that time.
  - d. Minor deviations from the overtime assignment procedures based upon operational factors will not be subject to the grievance procedure.
2. Compensation for Overtime

- a. For purposes of computing overtime, each weekly pay period shall begin at 12:01 a.m. on Sunday.
- b. All employees shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate for all work performed in excess of forty (40) hours in pay status in any one (1) week. For purposes of computing eligibility for overtime, an employee on personal leave, sick leave, vacation leave or on unpaid leave shall not be considered as being in pay status.
- c. When an employee, who works in two (2) jobs which pay different hourly rates, is eligible for overtime, his/her overtime compensation shall be determined based upon a weighted average of the two (2) different hourly rates, but in no event shall the overtime rate paid be less than the regular hourly rate paid for the job in which the overtime was worked.
- d. Cafeteria workers and part-time custodians will be paid at the rate of one and one-half (1 1/2) times their regular rate for paid building rentals requiring their services.
- e. Upon request, pre-approved compensatory time may be granted in lieu of compensation for overtime worked at the discretion of the bargaining unit member's supervisor. If granted, compensatory time must be used within thirty (30) days of when it was earned, or it will be paid as overtime.

N. HEALTH AND SAFETY RELATED ISSUES

1. Each employee who has direct contact with students shall be advised of a student's health problems which are relevant to that employee's relationship with the student. Any employee receiving such health information shall keep such information confidential.
2. The Board will make available to secretaries, playground assistants, bus drivers, and custodians, the Hepatitis B series three inoculations.
3. Medications shall be given to students only by persons trained in the procedures for dispensing medications. There shall be a secured appropriate storage place for all medications. Reasonable efforts will be made to reduce a building secretary's other duties during times in which medications are being dispensed to students.
4. The Board will offer first aid and CPR training to employees on an annual basis. Participation is voluntary.
5. The Board shall provide and pay for any required medical tests or inoculations mandated by law for school employees.
6. The Board and the Union agree to cooperate in providing for the safety of all persons in the work place. This shall include the discussion of all safety issues at Labor/Management Committee (LMC) meetings.

O. SECURITY

The Board will continue to utilize video technology in buildings and on buses in an effort to maintain the safety and security of the District's premises and property and assist in prevention and resolution of student disciplinary problems. Such technology may be used in the investigation of suspected employee misconduct upon complaint from parents, students, community members and/or school personnel. Video monitoring will not be done in an arbitrary or capricious manner.

If an employee is disciplined by the Board on the basis of evidence obtained by video technology, he/she shall then have the right to review video evidence with Union representatives present. Nothing herein shall be deemed to prevent or delay disciplinary action by the Board.

Bus Drivers may request to review a video recording to aid in the writing of a conduct report form, which request will not be unreasonably denied.

The retention and security of the video recording will be the responsibility of the Administration consistent with Board Policy and applicable law.

P. MINIMUM EDUCATIONAL QUALIFICATIONS FOR EDUCATIONAL AIDES

All educational aides must meet the definition of "highly qualified" as set forth in state and federal law.

Q. REST PERIODS

Employees shall be provided a break based upon administrative discretion.

ARTICLE 7. TRANSPORTATION PROCEDURES

A. RULES

The employees and Board shall be governed by all applicable provisions of the Ohio Revised Code and the Ohio Administrative Code applicable to Ohio Pupil Transportation and Safety Rules.

B. RULE ESTABLISHMENT

1. Prior to the beginning of each school year, the Board or its designee shall retain the right to establish routes, to create new routes, to eliminate routes, to fill vacancies, to assign vehicles to routes, to change vehicle assignments, to change the number and/or composition of any existing route, and to otherwise administer the transportation system in accordance with the Board's judgment as to how the needs of the School District will be best served unless restricted by this Contract.

2. Once routes have been provided to drivers, route assignments and regular vehicle assignments shall not be changed except for unforeseen and justifiable reasons. Those reasons shall not be arbitrary or capricious.

C. BIDDING PROCEDURES

1. At the outset of the school year, all bus routes, (including combined AM & PM, kindergarten and vocational routes) will initially be assigned to the driver who held the route the previous school year. These routes will be paid total driving time calculated using the District's computerized routing system. To this driving time will be added 15 minutes for the daily pre-trip inspection and 15 minutes for post-trip inspection/cleanup after each session (AM, Kindergarten/VOED and PM). Vacant routes, if any, will be initially assigned to qualified and available substitute drivers by the Transportation Supervisor until filled in accordance with Article 7.D. No later than the work day prior to the first student day, drivers will receive a route summary with any modifications from the previous school year. The route summary shall include: report time, start time of required pre-trip, arrival time at first pick-up, return to garage time, clean-up time, and end time, as well as driving directions and stops for all schools served by the driver.
2. Routes and route times will be established on a date no later than the 15<sup>th</sup> workday based upon review of the actual times prior to that date. Driver input will be considered, however, the determination of the Administration will be final. All routes will be posted for a period of two days, and will be awarded through bidding on the basis of classification seniority. A copy of all posted routes and cover page (start time and total time) will be provided to the Union Steward. On or before the first day of school each year, the Transportation Supervisor and Union Steward will mutually determine the dates for route posting bidding and assumption of new routes. After this bidding, no driver shall be paid less than the amount established for that run. If an approved route change made after the bid results in an increase in paid time of at least fifteen (15) minutes, said route will be treated as a vacancy and will be posted in accordance with Article 7(D) (5). No driver will be permitted at any time to bid or hold a combination of routes which would pay more than 8 hours per day. Should a driver's route increase to more than 8 hours per day, the Transportation Supervisor will adjust any routes necessary to reduce the time of said route to 8 hours per day. Drivers will not receive a paid lunch.
3. Any driver who is unavailable on bidding day may indicate, in writing, his/her choices in priority order of desired routes to the Union Steward or Transportation Supervisor who will select routes for the absent driver. Any absent driver who fails to make arrangements for this proxy will be eligible to select only routes remaining at the end of the bidding process.
4. A driver working over forty (40) hours/week (including field trips and/or special runs) will be paid at a rate of time and one half (1 ½). (This provision will match the overtime provisions for other bargaining unit members)

5. All regular AM and PM runs will be paid for a minimum of two and one quarter (2 ¼) hours, inclusive of the 15 minute post-inspection/clean up and, where applicable, a 15 minute pre-check. All other runs shall be paid at actual time. Drivers will be responsible for washing the exterior of their buses at least once every two weeks during the school year. The Transportation Supervisor will develop and post a schedule for this bus washing.
6. A driver whose regular route includes both Copley-Fairlawn and any other school runs shall be paid a two (2) hour minimum for all days any of the schools served by that driver are open. Nonpublic school and Vo-Ed routes shall include all days those schools are in session. Drivers are required to work all such days unless on approved leave status. Drivers substituting for the regular drivers in these particular situations will be paid a two (2) hour minimum at their regular rate of pay.
7. Transportation for special education students during extended school year, if driven by school-owned vehicles, shall be posted and awarded by seniority as one (1) or more routes as determined by the administration. All drivers may apply. The District will make every effort to provide extended school year transportation service using current bus drivers unless there is a clear financial advantage to utilizing an outside service provider.

D. VACANCIES

1. In the event a vacancy occurs in an existing bus route, such vacancy shall be posted for bidding at the garage. If a vacancy occurs when school is not in session, the Transportation Supervisor shall notify the Union Steward prior to the vacancy being posted. For purposes of this provision, a vacancy occurs when a current regular bus driver resigns, retires, is terminated, is transferred permanently to a different classification series, dies, and/or an additional route is added. Vacancies will be filled through the bidding procedure, with the most senior applicant being awarded the position. For the purposes of this Section only, seniority shall mean classification seniority.
2. Bidding shall be limited to regular bus drivers currently employed in the School District. A vacancy shall be posted for bidding within one (1) day for a period of five (5) days, and awarded on the sixth (6<sup>th</sup>) day.
3. During the posting period, the Transportation Supervisor or designee may take whatever steps are necessary to ensure the orderly operation of the transportation system. After the posting period, the vacancy will be assigned to the bidder with the highest seniority, provided that this person is otherwise licensed and qualified for the job. The route assignment left open by the successful bidder shall in turn be posted immediately and the process repeated as specified above until all openings are filled.
4. The vacancy filling procedures described above are the only procedures governing vacancies in bus routes under this Agreement, and supersede the procedures set forth in Article 6, Section B until such time as no regular driver(s) choose to bid on the

vacant route. At that time, a new bus driver position will be posted and filled in accordance with the vacancy procedures of Article 6, Section B.

5. In the event an existing route time increases by 15 minutes or more due to an approved route change, said route will be posted for bid within one (1) day for a period of five (5) days, and awarded on the sixth (6<sup>th</sup>) day. If this bid directly results in a higher seniority driver being awarded a route which pays at least 15 minutes less than drivers with lower seniority, the higher seniority driver may “bump” a lower seniority driver whose route pays at least 15 minutes more than the higher seniority driver. This procedure shall continue only if the criteria above is met.

E. KINDERGARTEN/VO-ED ROUTES

1. Kindergarten and Vo-Ed routes are not considered to be field trips or special runs.
2. Whenever there is any absence of a regularly assigned Kindergarten or Vo-Ed driver, the run will be offered first to the regular driver with the highest seniority who is not regularly assigned to a Kindergarten or Vo-Ed run. If there is a vacancy on more than one (1) Kindergarten and/or Vo-Ed routes on the same day, the most senior driver on the Rotation List shall be offered his/her choice of runs. The same driver will drive the Kindergarten or Vo-Ed run for the duration of any absence, which lasts for one (1) to five (5) consecutive days. Such temporary assignments shall be rotated among all regular drivers in order of seniority.
3. In the event a Kindergarten or Vo-Ed route is to be vacant for a period to exceed one (1) week, the rotation shall be on a weekly basis starting with the remainder of that week as first and the start of the next week as second, and so on.
4. Special Seniority Rotation Lists will be kept for Kindergarten and Vo-Ed runs. Daily and weekly Rotation Lists shall be kept separately and posted and visible to all drivers.

F. INTRADISTRICT FIELD TRIPS/SPECIAL RUNS

1. Definitions
  - A. A “field trip” is any non-regular run involving the transportation of students.
  - B. A “special run” is the use of a bus other than in conjunction with the transportation of students (i.e., delivery of a replacement bus, driving to a repair facility, etc.).
  - C. “Overnight field trips” are those field trips involving student transportation which also includes an overnight stay by the driver out of District.
2. A driver shall be paid a minimum of two (2) hours at the field trip rate for all field trips and special runs.

3. Overnight field trips shall be posted in the usual manner with the number of hours to be paid included in the posting. These trips will provide for private lodging accommodations, if requested, for the driver (if only one). Drivers will be reimbursed for reasonable expenses, not to exceed \$25.00 per day per driver, for meals on such trips.
4. Provided a Commercial Driver's Licensed (CDL) bus driver is available, where the administration determines that the number of the pupils required to be transported to a single destination for delivery at the same time exceeds sixteen (16), drivers will be utilized through the field trip posting procedure. This does not preclude chartering commercial buses for special events.

G. FIELD TRIP ROTATION

1. Drivers shall be assigned to field trips on a rotation basis. Two (2) Rotation Lists shall be maintained, both lists consisting of a Seniority List containing the names of all drivers. One list shall be used for field trips occurring before 2:00 p.m. on a non-holiday weekday, and another list shall be used for all other field trips. During the summer, only one list will be maintained.
2. Each week's Rotation List shall begin with any drivers who have an open space from the previous rotation and then will continue with the driver following the driver who was assigned the last trip of the preceding week.
3. In the event that the Supervisor elects to split a same day trip, i.e. one bus out and another bus returns, the same driver shall be awarded this run, unless the total driving time would place the driver in violation of either state or federal law. Minimum pay will be two (2) hours each way.

H. POSTING RUNS

1. Field Trips shall be posted by noon (12:00) on Thursday of the preceding week and closed and awarded by between 2:00 PM and 3:00 PM on Friday by the Transportation Supervisor or designee. All runs after this posting will be classified as "late posted" field trips and will be awarded to the next unassigned driver. If there is no school scheduled for Friday, postings will be done by noon (12:00) on Wednesday and closed and awarded between 2:00 PM and 3:00 PM on Thursday by the Transportation Supervisor or designee.
2. Each driver will indicate their choice of trips by numerically ranking each trip they are eligible to take on the field trip posting sheet. Drivers are not permitted to sign for field trips for any other driver. Upon closing of the posting period, the Transportation Supervisor, or designee, will award trips to drivers based on the driver's indicated preference. The award will start with the first open space from the preceding week and continue until all open spaces are filled. After all open spaces are filled, the rotation will continue with the next unassigned driver. Should a driver be next in rotation, and there are no trips available for which the driver is eligible, the driver will not lose their place in the rotation and will receive an open space for the next week's



rotation. Eligibility is based solely on a driver being unavailable to drive a trip due to another driving commitment within the transportation department. No driver may have more than two open spaces at any given time. Any driver who fails to sign for a trip that they are eligible for will lose their spot in the rotation.

All field trips and special runs will be charged on the appropriate rotation list. However, drivers will not lose an open space if they choose not to sign for a late posted trip, or special run.

When a field trip is assigned and a driver gives up that field trip, it shall be posted, awarded and charged as a late posted field trip.

The only acceptable reasons for giving up a trip are absence from work due to an approved leave or other legitimate reason as determined by the administration. Drivers who surrender a trip for other reasons will be ineligible for all field trips in the next full rotation.

3. In emergency circumstances the Transportation Supervisor and/or the Business Manager may assign any available driver. To assist in the selection of drivers under these circumstances, the Transportation Supervisor will maintain a list of regular drivers who have indicated a willingness to be called for emergencies. These trips will not be charged in rotation.

#### I. RUN CONFLICTS

Drivers will not be permitted to trade or otherwise alter their respective positions on either of the field trip Rotation Lists.

If a driver is offered a field trip in accordance with the above procedure, and if the field trip conflicts with the driver's regular route on the day in question, and the field trip is scheduled to extend for at least five (5) hours, then the driver may elect to take the field trip. In the case of Kindergarten and Vocational Education drivers only, if a daytime field trip is scheduled to extend at least three (3) hours and conflicts with the driver's midday assignment, they may elect to take the trip. If the driver chooses not to take such a trip, and this is the only remaining trip for which they are eligible, the driver will lose their spot in that week's rotation.

#### J. PAYMENT FOR FIELD TRIPS AND SPECIAL RUNS

1. Payment for field trips and special runs shall begin at the time the driver is scheduled to report to the garage to perform the Board-required pre-trip inspection; or if the driver is not required to report first to the garage, then beginning with the scheduled departure time for the field trip or special run.
2. Drivers shall be required to report to the garage and shall be paid one-fourth (1/4) hour for pre-trip inspections before embarking upon any run unless such an inspection was performed by the driver in question upon the same vehicle earlier that day.

3. Payment for field trips and special runs shall end immediately upon the driver's completion of the required post-trip clean-up and parking procedures.
4. Field trip rates shall apply to all field trips and special runs. Regular rates will be paid for any and all other reasons.

K. CANCELLED RUNS / ADD-ON's

1. A driver will receive actual time (not to exceed one hour) and an open space on the appropriate Rotation List, where a field trip assigned to the driver is cancelled and where, despite the best efforts of both the Transportation Supervisor or designee and the driver, the driver is not advised of the cancellation prior to reporting for the field trip. If a driver is advised of the cancellation and does not report for the field trip, then the driver will be awarded an open space.
2. Cancelled field trips that are required to be re-posted shall be posted within twenty-four (24) hours and awarded within forty-eight (48) hours.

L. ADDITIONAL TIME

If, by reason of accident, breakdown or inclement weather, a driver is required to work before or after his/her regularly scheduled run, the driver shall be paid for such additional time, in one-fourth (1/4) hour increments, at either the driver's hourly rate or the field trip rate, depending upon the type of trip.

M. PRE-TRIP

Pre-trip procedures shall be performed as provided by Ohio Revised Code Section 4511.76 and Ohio Administrative Code Section 3301-83-11. Each driver is responsible for conducting a pre-trip inspection on any vehicle they have been assigned to drive. In certain circumstances, for example a breakdown during a route or a required equipment change when time does not permit the assigned driver to complete a pre-trip inspection, the transportation supervisor may assign a mechanic or other qualified individual to complete the required pre-trip inspection. In these cases, the assigned driver will not be compensated for the pre-trip.

N. PHYSICAL EXAMS/ABSTRACTS

The Board shall pay for drivers' physical examinations.

O. LICENSE

Upon successful licensing, the Board, upon completion of the probationary period, shall reimburse bus drivers for the amount of the fee to obtain a school bus driver's license or renewal license. The Board shall not reimburse drivers for unsuccessful testing or licensing attempts, or for training, testing or more frequent licensing required because of the driver's driving record.

P. STUDENT INFORMATION

During the first week of the school year, the Board shall furnish each bus driver with a list of students assigned to that bus. Within three (3) weeks after receiving a list of students assigned to that bus, each bus driver will provide the Transportation Supervisor with an assigned seating chart for all students riding the bus. Drivers shall be provided available medical and special emergency procedures information lists pertaining to students on their routes.

Q. DRUG TESTING OF CDL DRIVERS

The provisions of this Article are intended to comply with the Omnibus Transportation Employee Testing Act of 1991 and relevant U. S. Department of Transportation. This law requires that all employees who are required to hold a Commercial Driver's License (CDL) as a condition of employment be tested for the use of alcohol, marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP).

The purpose of this Article is to identify the employees in the bargaining unit who are subject to this law and to identify the procedures under which these employees may be tested for use of the above-mentioned substances. The parties recognize that substance abuse is an addictive illness; therefore, this procedure is designed to protect the interests of the Board of Education in maintaining a safe environment as well as to assist affected employees in overcoming their illness.

Only employees who are required to hold a CDL as a condition of employment are subject to this Article.

Before performing an alcohol or drug test under this Federal law or this provision of the Collective Bargaining Agreement (CBA), the Board shall notify the covered employee that the alcohol or drug test is required by Federal law and this provision of the CBA.

No covered employee may use alcohol or a prohibited drug while performing his/her duties.

Covered employees are prohibited from using alcohol within four hours prior to performing their duties.

Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 to 0.04, the Board shall order the employee to cease performing his/her duties, and the employee may not return to work for twenty-four (24) hours.

Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or while being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug, the Board shall order the employee to cease performing his/her duties and shall institute termination proceedings.

Covered Employees Shall Submit to the Following:

- a pre-employment alcohol and/or drug test
- a post-accident alcohol and/or drug test
- random alcohol and/or drug test
- reasonable suspicion alcohol and/or drug test
- follow-up alcohol and/or drug test

Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.

### Pre-Employment Testing

#### Alcohol:

Prior to employment, a covered applicant must undergo an alcohol test. The applicant shall not be hired unless the test comes back with a verified negative result.

#### Drugs:

Prior to employment, a covered employee must undergo a drug test. The applicant shall not be hired unless the drug test comes back with a negative result.

### Post-Accident Testing

As soon as practicable following an accident involving loss of human life and/or if the employee received a citation under State or local law for moving traffic violation arising from the accident, any CDL employee on duty on the bus/school vehicle at the time of the accident shall be tested for drugs and alcohol.

The alcohol tests shall be administered within two (2) hours of the accident or as soon as practicable, but in no case more than eight (8) hours after the accident.

A covered employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until he/she undergoes the post-accident alcohol test, whichever occurs first.

A covered employee shall be tested for drugs as soon as practicable and within thirty-two (32) hours of the accident.

If a covered employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying the Employer of his/her location if he/she leaves the scene of the accident prior to the submission of such test, he/she shall be deemed to have refused to submit to testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following any accident or to prohibit a covered employee from leaving the scene of an accident for a period to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

### Random Testing

Covered employees are subject to random unannounced alcohol and drug testing.

**Alcohol:**

The minimum annual percentage rate for random alcohol testing shall be twenty-five percent (25%) of covered employees or other such number as is published in the Federal Register annually.

**Drugs:**

The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of fifty percent (50%) of the total number of covered employees subject to drug testing under this provision.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. The Board shall insure that random alcohol and drug tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.

Each covered employee who is notified of selection for random alcohol testing shall proceed to the test site immediately or as soon as possible after completing his/her assigned duties. Random tests shall occur either before an employee performs his/her duties or immediately following the conclusion of his/her duties.

Employees Who Test Positive During Random Testing

**First Offense:**

A first offense will result in a suspension from duty and the employee will be required to enroll in an approved treatment program. The employee will be suspended during the period of the approved treatment program, but may use accumulated Sick Leave or Vacation Leave during this suspension from duty. The employee will be returned to duty following completion of the program and obtaining a negative return-to-duty test.

**Second Offense:**

A second offense will result in termination.

Reasonable Suspicion Testing:

A Supervisor's belief must be based on his/her specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or body odor of an employee. Supervisors must be provided with training by a substance abuse professional and must receive such training before any reasonable suspicion determination can be made. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the workday when the covered employee is required to be in compliance with this provision.

Follow-Up Testing:

An employee who has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use is subject to follow-up testing. The number and frequency of such follow-up testing is determined by a substance abuse professional and consists of six (6) unannounced tests during the first twelve (12) months following the employee's return to duty. After the first year, the substance abuse professional may terminate this requirement or continue follow-up testing for another four (4) years.

Such follow-up testing shall be conducted when the employee is performing, has just finished performing, or just prior to performing his/her duties.

Covered employees shall receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug and alcohol use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited drug use.

When administering a drug test, the Board shall ensure that the following are tested for (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, and (5) phencyclidine.

Any covered employee who alters or attempts to alter alcohol and/or drug testing results shall be terminated.

A positive test result for other than a random test will result in termination.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act.

All tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified.

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol or controlled substance tests. This includes testing of the "split specimen" at a federally certified laboratory if so requested by an employee. Positive results will result in a loss of pay for the waiting time after results of the second positive "split specimen" test are received.

A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable Federal regulations.

Employees may challenge any determinations made under this provision through the negotiated grievance procedure.

R. SAFETY MEETINGS

Drivers shall attend a minimum of two (2) safety/administrative meetings per year as determined by the Transportation Supervisor, to be paid at their hourly rate.

S. MOVING VIOLATIONS/ACCIDENTS

Any bus driver may be suspended without pay or terminated, in the discretion of the Board, if he/she accumulates more than six (6) moving violation points under the provisions of Ohio Revised Code Section 4507.021. At a minimum, any suspension shall remain in effect so long as such driver has more than six (6) moving violation points charged against him/her. If a bus driver is convicted of driving while under the influence of alcohol or drugs, or determined by the Board's fleet insurance carrier to be uninsurable, he/she shall automatically be terminated. At any time, upon request of the Transportation Supervisor, a driver shall present his/her driver's license for inspection. Drivers are under a continuing obligation to report any and all moving violations to the Transportation Supervisor in writing within three (3) days of conviction/determination by a court. Tickets/convictions received over the summer shall be reported no later than the first day of school or prior to reporting for any summer trip by that driver. Failure to report in a timely fashion may result in disciplinary action, up to and including termination.

Any damage to a school bus or any other Board owned vehicle shall be reported in writing to the Transportation Supervisor or Business Manager within 24 hours. In addition to the written report, damage which affects the safe operation of the vehicle shall be reported immediately by telephone or radio.

T. CDL TRAINER

The CDL trainer will be paid at his/her regular hourly rate for all hours actively engaged in training drivers. The trainer(s) will be paid the regular hourly rate for any or all District or Transportation Supervisor approved meetings, seminars, workshops, etc. including the cost of said programs.

U. REPORTING OF ABSENCES

In accordance with Article 8, drivers who are unable to report for duty due to use of Sick Leave shall contact the Transportation Supervisor each day at least two (2) hours prior to reporting time. In addition, the use of voicemail, leaving notes in the offices of the supervisor/administration, and/or after-the-fact reporting are not acceptable practices for reporting absences. If a driver expects to be absent for multiple days, periodic calls shall be made. Medical verification shall be required for any long-term illness. Failure of a driver to provide timely and adequate prior notice of absence and/or appropriate medical verification is grounds for disciplinary action. Only verified extenuating circumstances will be taken into consideration when determining the propriety and/or extent of disciplinary action.

V. BUS EVACUATION DRILLS

All regular bus drivers shall participate in the annual state-mandated bus evacuation drills. Only those drivers whose regular routes conflict with the scheduled drills will be excused. The Transportation Supervisor will provide at least a two week notice of the date and time of each school's drill.

ARTICLE 8. ABSENCE FROM DUTY

A. AUTHORIZED/UNAUTHORIZED ABSENCE

1. An employee may be properly absent from duty only with authorization. Partial or full compensation during a period of authorized absence may be paid within the limitations of those rules and regulations and the law governing these absences. At the discretion of the Board and in accordance with this Agreement, absence without pay may also be authorized.
2. Unauthorized absence from duty will result in the loss of pay for the period of absence and disciplinary action up to and including dismissal.

B. QUARANTINE

Full pay may be allowed for days lost during quarantine (defined as resulting from a communicable illness or disease affecting the employee or of others affecting him/ her). Full pay shall be allowed even though the accumulated sick leave days of the employees have been exhausted.

C. SICK LEAVE

1. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days for each complete month of service up to fifteen (15) days for each school year (July 1 through June 30). Accumulation of sick leave shall be unlimited.
2. An employee is entitled to use accumulated Sick Leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, disability due to pregnancy, and for absence due to illness, injury or death in the employee's immediate family.
3. Illness or injury in the immediate family is interpreted to include: father, mother, spouse, child, parent-in-law, stepparent or stepparent-in-law, sister, brother or member of the immediate family household, but does not include normal childbirth.
4. Death in the immediate family is interpreted to include (in addition to those listed above): grandparent, grandchild, brother, sister, child, spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or member of the immediate family household. Absence due to death of a grandparent or in-law bearing any of these relationships shall be limited to two (2) consecutive days charged to Sick Leave.



5. Absence under Paragraph C.4, above, or donation of Sick Leave under Article 8, Section N, shall not count against the bonus to be paid under provisions in Article 10 (WAGES AND BENEFITS), Section T. Additional days may be granted at the discretion of the Superintendent.
6. The Board will advance five (5) days of Sick Leave per year to new employees who have not yet earned Sick Leave and to other employees who have exhausted their accrued sick leave. Any advance is to be repaid by the employee's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.
7. Deduction for Sick Leave absence shall be on a per diem basis using the actual number of days used. Sick leave may be taken in quarter day increments. If a three-run bus driver is absent for one (1) run, he/she will be charged one-fourth (1/4) day; and, if he/she misses two (2) runs, he/she will be charged three-fourths (3/4) day.
8. Employees may use either their Sick Leave or Workers' Compensation, as provided by law, for absences due to injuries which occur in the course of their employment.
9. An employee who is unable to report for duty due to use of Sick Leave shall call his/her Supervisor each day at least two (2) hours prior to reporting time. If the employee expects to be absent for multiple days, periodic calls shall be made. Medical verification may be required for any long-term illness. Failure of an employee to provide timely and adequate prior notice of absence and/or appropriate medical verification upon request is grounds for disciplinary action.
10. Verified extenuating circumstances will be taken into consideration when determining the propriety and/or extent of disciplinary action.
11. Routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or work week, employees are to utilize personal leave.

D. JURY DUTY LEAVE

1. When a bargaining unit member, is called to jury duty, the Superintendent shall be notified promptly.
2. Absence for jury duty shall be without loss of pay.

E. PERSONAL LEAVE

1. All employees shall be eligible for a maximum of three (3) days noncumulative Personal Leave for each contract year without stating the reason in detail. Personal Leave days will be granted so long as the employee confines his/her leave to those matters of urgent or emergency personal business which cannot be taken care of outside of regular scheduled work hours and which absences are not covered by other forms of leave, including Sick Leave. Consecutive Personal Leave days will not be granted except with the prior approval of the Superintendent. Personal leave requests made during the first two (2) weeks or last two (2) weeks of the school year will not be granted except where the request falls under Paragraph 4. a, c, f, or g, below, or in emergency situations as determined in the sole discretion of the Superintendent.
2. The request for Personal Leave should be made in advance on forms provided for this purpose. Emergency requests may be made orally, but shall be followed by completion of a Personal Leave Request Form.
3. The Personal Leave Request Form may be obtained from any school office. When the employee applies to his/her Immediate Supervisor, he/she shall mark the general reason for the day of Personal Leave.
4. Approved reasons for the use of Personal Leave include, but are not limited to:
  - a. Legal summons to appear in court or other government summons;
  - b. Personal legal business which cannot be conducted outside school hours;
  - c. Appearance as a witness;
  - d. House Purchase - Move into another house or apartment; problems in movement of furniture; banking transactions involved;
  - e. Weddings - Family members or close friends;
  - f. Transportation of members of immediate family to or from college;
  - g. Graduations - Attendance at high school or college graduation of child, spouse, or any other member of the immediate family as defined in Section C.4, above;
  - h. Special Awards - Attendance for presentation to members of the immediate family. Provided, however, "special awards" do not include sales or promotional awards received by a bargaining unit member's spouse;
  - i. Emergencies - In the home or car;
  - j. Personal Business - Urgent or emergency personal business which cannot be resolved outside of the employee's scheduled work hours;

- k. Religious Holidays;
- l. Other, for good and sufficient reasons. If personal leave is taken for this reason, the reason must be stated on the back of the application for Personal Leave.

Unacceptable reasons for the use of Personal Leave include, but are not limited to:

- m. Hunting;
  - n. Job interview to seek a new position; or other gainful employment
  - o. Vacation or pleasure trips;
  - p. Helping a close friend or relative to move;
  - q. Extension of a holiday or vacation or weekend which is preceded or followed by a date on the District calendar when students are not in attendance.
- 5. On occasion, special circumstances not covered by the provisions above may arise and employees may wish to request Personal Leave for more than three (3) days. Such requests shall be made to the Superintendent, who may grant additional days on a paid or unpaid basis or may deny the request. In addition, for employees with children attending a District school, limited flex time may be afforded to attend special events at such children's school, in the sole discretion of the immediate supervisor.
  - 6. Any unused Personal Leave days shall be added to accumulated Sick Leave at the conclusion of the respective school year.
  - 7. No more than ten percent (10%) of the employees in any job classification may use Personal Leave on the same day. Exceptions may be granted by the Superintendent.
  - 8. Personal Leave shall be used in not less than one-half (1/2) day increments. Personal Leave for three-run bus drivers shall be charged as provided in Article 8, Section C.8, above. Only three-run bus drivers may take Personal Leave in less than one-half (1/2) day increments.
  - 9. Any and all personal leave use is predicated on the availability of qualified substitutes. Personal leave will not be denied for this reason unless the administration has taken reasonable efforts to secure such substitutes.

F. PROFESSIONAL LEAVE

Employees may attend professional meetings and conferences relating to their assigned position in the school, upon submission of the proper application to the Building Principal and upon approval by the Superintendent, based upon the following guidelines:

- 1. The application shall be on a form provided by the Board.

2. Priority shall be given to attendance at meetings, including Teamster Local #348 functions and/or educational meetings designated for improvement of the professional competence of the employees in their assigned position in the schools.
3. Leave for professional meetings or conferences will not be charged against any other leave, provided it is approved in advance.
4. Expenditures which have the advanced approval of the Superintendent for professional meetings shall be paid, provided the completed expense voucher for each meeting is submitted with itemized receipts.

G. UNPAID LEAVES OF ABSENCE

1. Unpaid leaves of absence may be authorized only by the Board of Education, upon the recommendation of the Superintendent. Unauthorized absence from duty following the expiration of a leave of absence from duty or a renewal thereof, or failure to comply with the provisions of the leave shall constitute grounds which may be considered by the Employer as the sole reason for termination of the employee's contract.
2. The application for leave of absence or an extension or renewal thereof, must be made in writing to the Superintendent, stating the purpose of the leave and the period of the leave, and must be accompanied by certain specified supporting statements as requested by the Superintendent concerning the need for or desirability of said leave.
3. In accordance with state law, employees shall be entitled to a leave of absence for a maximum of two (2) consecutive years for personal illness or other disability. Employees may be granted a leave of absence for a maximum of two (2) consecutive years for other reasons.
4. Renewals and/or extensions of any Board granted unpaid leaves of absence are discretionary.

H. APPLICATION AND REINSTATEMENT – UNPAID LEAVE FOR ILLNESS/DISABILITY

1. In accordance with state law, any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or disability shall be granted a leave of absence without pay for a length of time mutually agreed upon in advance between the employee and the Superintendent. The application for such leave of absence must be accompanied by a statement from the attending physician stating the nature of the illness or disability, recommending that the employee be relieved of duties and indicating the anticipated duration of such illness or disability.
2. Application for reinstatement must be made before the expiration of a leave of absence for personal illness and be accompanied by the employee's physician's certification of ability to resume full duties of the employee's prior classification, if requested.

3. It is understood that no bargaining unit member shall have a right to unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

I. ABSENCE FOR MILITARY SERVICE

1. Any employee shall be granted a leave of absence to be involuntarily inducted or activated to enter military duty, in accordance with the provisions of the law.
2. The application for leave for military duty shall be made as far in advance of the duty as is feasible, but not later than the date upon which orders to report for military duty are received.
3. Application for reinstatement shall be made within ninety (90) days after discharge from the military service for which leave was granted.
4. Upon evidence of honorable separation from military service and upon proper application for reinstatement to duty, an employee shall be reemployed, subject to passing a physical examination at the expense of the School District.
5. A unit member who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed twenty-two (22) work days in any one (1) calendar year, pursuant to O.R.C. 5923.05.

J. PARENTAL LEAVE

1. Any employee who becomes pregnant will be permitted to be absent from work during the period of disability and may use any accumulated Sick Leave which she may have during the period of this absence. As with any other type of medical disability, the length of time permitted for such leave is to be determined by the employee's physician, who shall certify same in writing to the Superintendent, designating both the date on which the employee will no longer be able to perform her duties due to her disability as well as the date on which the employee is released to return to work following her disability. Said certification may be amended by the physician. Any and all insurance provisions which pertain to medical disabilities will apply in identical fashion to pregnancy-related disabilities. In the absence of medical certification to the contrary, six (6) weeks will be the presumed period of disability for normal childbirth.
2. Following the conclusion of any pregnancy-related disability; or in the event any employee adopts a child and such child is less than one (1) year of age at the time of adoption; or, with respect to a father, following the birth of a child; the employee may apply for permission to take Parental Leave. Requests for permission to take Parental Leave must be made at least twenty (20) days prior to the date on which the Parental Leave

is to begin. Notification for leave in the case of adoption shall be given as soon as possible prior to receiving custody of the child. Parental Leave shall be granted upon request, provided that the following conditions are met:

- a. Any and all Parental Leaves are without pay, and the employee will not receive credit during the period of such leave for the purpose of advancement on the Salary Schedule.
- b. The employee must state specifically, in writing, at the time Parental Leave is requested, the length of such requested leave and the date on which the employee will be available to return to work.
- c. Parental Leave will not exempt an employee from decisions regarding probationary status and/or staff reduction under this Agreement. If Parental Leave is granted, and upon return of the employee from Parental Leave, he/she will be assigned to his/her prior position, if available, or a position as nearly equal to that which had been previously occupied.
- d. Insurance benefits and other fringe benefits under this Agreement shall not apply during the period of a Parental Leave except as may be required by the FMLA and/or COBRA.
- e. In the event an employee does not return to work at the time indicated in his/her request for Parental Leave, said employee will forego any right to reinstatement to a position in the School System.

K. FAMILY AND MEDICAL LEAVE

Members of the unit are entitled to leave as provided in the Family and Medical Leave Act and its associated regulations. For purposes of this section, "12 month period" is defined as "the 12 month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The employee is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

L. REENTRY AND REASSIGNMENT

1. If an employee on leave of absence desires to be reassigned to duty with the Board following the termination of a leave, application for reinstatement must be made in writing to the Superintendent at least twenty (20) days before the expiration of the leave.
2. When an employee returns from the leave, he/she will be assigned the same position, if available, or a substantially equivalent position.

M. ASSAULT LEAVE

1. If, in the course of employment, an employee is assaulted and the assault results in physical and/or serious psychological injury or disability to the employee severe enough to preclude the satisfactory performance of regular duties, the employee shall, upon request, be granted a paid leave of absence for the period of incapacitation, not to exceed twenty (20) work days. Assault shall be defined as injury or disability inflicted upon an employee with or without a weapon. To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual. This requirement can be waived at the discretion of the Superintendent in special circumstances only, such as where an assault is perpetrated by a special needs student and mitigating factors exist. If the person cannot be identified, a police report must still be filed.
2. An employee shall not qualify for Assault Leave except upon submission of a report justifying Assault Leave, which report shall include a medical report from a physician stating the nature of the physical disability and its expected duration. The physician's diagnosis is subject to review by the Board, which reserves the right to a second medical opinion from the Board's physician at the Board's expense.
3. Payment of Assault Leave shall be at the regular rate of pay in effect for such employee at the time of such assault. If the employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the employee with the same income he/she was receiving at the time of his/her assault. In the event a delayed award of Workers' Compensation results in a total combined payment to the employee in an amount equal to or more than the employee's normal per diem rate, the excess payment will be returned to the Board.
4. An employee who has been physically assaulted in connection with the performance of the regular assignment shall notify the Building Principal or immediate supervisor. The employee shall have the right to confer with a representative of the employee's choice prior to the submission of any report. The employee shall file a written report and the report shall be signed by the employee or the employee's representative.
5. The immediate supervisor or designated representative shall attempt to obtain a list of witnesses to said assault. The immediate supervisor or designated representative shall then attempt to obtain a written statement of the observations of each witness.
6. If court action results, said employee shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.
7. Additional days may be granted at the discretion of the Superintendent.

N. DONATION OF SICK LEAVE

1. If a member of the bargaining unit is absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated Sick Leave because of a previous

catastrophic or long-term illness or accident another bargaining unit member may donate on a prorated basis up to five (5) days of Sick Leave to the absent employee. The five (5) days here refers to the employment of the donee, and the donor of sick leave may contribute from their accumulated sick leave no more than the equivalent of five of the donee's days. For example, a two (2) hour employee may contribute up to a maximum of twenty (20) of his/her accumulated sick leave days to an eight (8) hour employee to meet the donee's five (5) day donation limitation (40 hours); conversely, a four (4) hour employee can donate only up to 2 ½ of his/her accumulated sick leave days to meet a two (2) hour donee's five (5) day donation limitation (10 hours). The requirement of thirty (30) consecutive days absence and/or the requirement of an exhaustion of sick leave due to a previous catastrophic or long-term illness or accident may be waived in extraordinary circumstances at the discretion of the Superintendent.

2. No employee may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
3. Donation of Sick Leave days shall be initiated by an employee, on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent employee is exhausted.
4. Donated Sick Leave shall be added to the accumulated Sick Leave of the absent employee and deducted from the donating employee.
5. An employee requesting donated sick leave shall notify the Superintendent and Association in writing.
6. Employees whose sick leave has been depleted by intermittent use shall not qualify for this benefit.
7. Catastrophic or long term illness is not intended to include normal maternity leave and /or absence due to childbirth. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

## ARTICLE 9. EVALUATIONS

### A. PURPOSE

The purpose of evaluation is:

1. To assess an employee's work performance;
2. To help the employee to achieve greater effectiveness in performance of the work assignment; and
3. To constitute the basis for personnel decisions including promotions, reassignments, continuation of employment, discipline and/or termination.



## B. PROCEDURES

1. Bargaining unit members may be evaluated by his/her Immediate Supervisor or designee. In the event an employee performs work under more than one (1) such Supervisor, all Supervisors or designees shall sign one (1) evaluation form. In the event an employee performs work under more than one (1) job description or under separate job classifications, separate evaluation forms for each description or classification shall be completed for evaluations conducted in any classification.
2. Employees new to a position shall be informed of the identity of his/her Immediate Supervisor or designee and the Evaluation Procedure and job performance criteria which will be used.
3. Bargaining unit members may be evaluated at least once annually, except that employees new to a particular position must be evaluated before the end of the employee's ninetieth (90<sup>th</sup>) day in the position, and again before the end of the employee's probationary period.
4. Job performance criteria shall be developed on the basis of job descriptions which outline the general duties and responsibilities of each job or classification, and are expected to vary from one (1) description to another, although there may be common elements among two (2) or more descriptions. In case the job description is lawfully altered, the employee shall work under the new criteria for a minimum of sixty (60) days before being evaluated under the new criteria.
5. It is agreed that the Immediate Supervisor or designee has a duty to call the employee's attention to deficiencies in work performance, at such time as the Immediate Supervisor or designee becomes aware of and concerned about such deficiencies, and to make such efforts as are feasible to assist the employee to rectify such deficiencies. When the nature of the job description permits, direct observation of the employee's job performance should be conducted. This shall not require, however, that performance must be evaluated solely on the basis of extended and direct observation.
6. Upon completion of the evaluation form, the Immediate Supervisor or designee and the employee shall meet to discuss the contents thereof. The employee shall sign such form; such signature shall be taken to mean only that the employee has been apprised of its contents. A response to the contents of the evaluation form may be filed with the Immediate Supervisor or designee within fifteen (15) days of the evaluation; such response shall be attached to the evaluation and placed in the employee's personnel file. A copy of the final written evaluation shall be given to the employee, as such is deposited in the personnel file.
7. Nothing in this Contract shall be construed to prohibit administrators or supervisors from consulting each other regarding the qualifications and work history of an employee who applies for promotion or transfer, nor shall it prohibit examination of evaluations as part of a job transfer or promotion request.

8. Nothing in this provision shall prohibit the normal supervisory functions of commending, questioning, suggesting, directing, reminding, and correcting an employee in the performance of his/her duties.
9. An employee shall have the right to request representation for any evaluation conference.
10. The failure to evaluate in any given year will not be deemed relevant in any disciplinary action up to and including termination.
11. No bargaining unit member, including head custodians and/or other individuals in lead positions within a classification series, will participate in the formal evaluation of any bargaining unit member.

## ARTICLE 10. WAGES AND BENEFITS

### A. WAGE SCHEDULE PROVISIONS

1. Wages shall be as set forth on the attached Wage Schedules.

Base salary increases for the contract years covered by this Agreement are as follows:

July 1, 2023	3.00%
July 1, 2024	2.75%
July 1, 2025	2.75%
July 1, 2026	2.50% (see article 17 Duration)

2. Commitment Bonus

Any current bargaining unit member employed as of September 1, 2023 and still employed on October 1, 2026 will receive a one-time bonus of 3%. The bonus is based on the staff member's current hourly rate of pay times the number of annual hours they were scheduled to work as of the conclusion of the 2025-2026 school year.

3. As to the current wage schedule, the following modifications are effective July 1, 2015:

- Stated number of days for positions will represent maximums, i.e., Special Needs Assistant days are "up to" 187; Librarians are "up to" 192 days, etc.;
- Consequently, Secretarial employees' scheduled work days may be adjusted to match the administrator; and

### B. STEP INCREASES

When steps are listed in an applicable Salary Schedule, then step increases as indicated on the Salary Schedule shall be put into effect in July of the year during which the required years of service have been accumulated, provided that the following conditions are met:

1. An employee must have been in pay status a minimum of 120 days in a work year to qualify for a step.

2. Employees new to the School District shall initially be placed at no higher than the fifth (5th) step of the Salary Schedule for their job classification.

C. TRANSFERS AND PROMOTIONS

Whenever a bargaining unit member voluntarily moves from one job classification to another job classification, he/she will be placed on the new Salary Schedule at the salary step which will reflect years of service for Copley-Fairlawn City Schools.

Whenever a bargaining unit member is involuntarily moved from one job to another within the same job classification, he/she will be placed on the same step of the Salary Schedule in the new job as he/she was on in the prior job.

As used in this Section, "job classification" shall be as defined in Article 6 (EMPLOYMENT PRACTICES AND PROCEDURES), Section E.16.

D. GROUP INSURANCE

Medical, Hospitalization, Dental, Major Medical, Prescription Drug Insurance/Benefits, Vision and Life Insurance are provided for each full-time employee to the extent set forth below. Single or Family coverage may be selected by the employee. For insurance purposes, a "full-time employee" is defined as one who is regularly scheduled to work more than thirty (30) hours per week in a single position and there will be no combining of hours worked in multiple positions to meet this definition. Employees hired after the effective date of this contract who are scheduled to work six (6) or less hours a day each school day are not eligible to participate in the Group Insurance Plan<sup>2</sup>. Eligible employees will be provided Medical, Hospitalization, Dental and Major Medical Insurance/Benefits, Vision and Prescription Drug Insurance/ Benefits for qualified family members.

The Board shall pay 85% of the premium/contribution cost for full-time members of the bargaining unit who participate in the Board-selected Group Insurance Plan. The balance of the premium/contribution shall be paid by the bargaining unit member through payroll deduction for 26 pays.

The Board shall pay the residual amount of the premium/contribution cost for full-time members of the bargaining unit and covered spouses (as outlined below) who participate in the Board-selected Group Insurance Plan and who also participate in the District "Wellness Program," which includes health risk assessment and biometric screenings in accordance with the Copley-Fairlawn City School District Wellness Program are set forth in Appendix F. Employee contributions for these bargaining unit members shall be ten percent (10%) over twenty-four (24) pays.

The balance of the premium/contribution shall be paid by the bargaining unit member through payroll deduction.

There shall be separate premium/contributions specified for full-family coverage and single coverage. Notification of any changes in the cost of the premium/contributions shall be sent to all employees.

Where both spouses are Board employees, only one policy will be provided and double coverage will not be permitted.

PLAN BENEFITS:

See Certificate attached as Appendix B.

E. DENTAL EXPENSE BENEFITS

Calendar Maximum for other than orthodontic services	\$2,500
Orthodontic lifetime maximum (including temporomandibular joint disturbances)	\$2,500
Deductible:	
Individual	\$25
Family	\$50

The deductible amount is waived for preventive and diagnostic services and orthodontic services

Benefit percentages	
Preventive & diagnostic services	100% of R&C
Basic restorative services	80% of R&C
Major restorative services	60% of R&C
Orthodontic services	60% of R&C

F. PRESCRIPTION INSURANCE

When a member (employee, spouse or dependent) is enrolled in the district's health insurance plan and is contacted by ImpaxRx (or alternative company) due to receiving a high cost prescription medication, said member must complete the application process to see if he/she qualifies financially to receive the medication at no cost. If the member does qualify, he/she must complete the enrollment process within 60 days to begin receiving the medication from ImpaxRx (or alternative company) or the prescription will no longer be covered by the district's insurance.

G. VISION INSURANCE

The Board shall offer vision insurance as an option in the Board selected Group Insurance Plan. Bargaining unit members shall contribute ten percent (10%) of the premium.

H. WORKING SPOUSE COVERAGE

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any

public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who is required to pay more than \$300.00 per month for single coverage through their employer's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount. This exception does not apply to spouses covered by a public retirement plan who will be excluded from primary coverage under the Board's plan if eligible to participate in insurance coverage provided by such public retirement plan.

Upon the spouse's required next open enrollment (but in no case later than September 1, 2015), in any such employer (or public retirement plan) sponsored group insurance coverage as set forth above, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits.

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

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan and/or exceeds the \$300.00 per month limitation set forth above, if applicable. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

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

#### Non-Emergency Surgery

Non-emergency surgery, performed without obtaining pre-admission certification, will be covered at fifty percent/fifty percent (50%/50%) coinsurance, to a maximum penalty

amount of five hundred dollars (\$500.00) per occurrence, unless the following conditions are met:

1. The licensed practitioner performing the surgery must submit, in advance to the medical review organization, on a form provided by the medical review organization, a request for predetermination of the length of the hospital stay. Upon receipt of this determination, the Plan will cover only those days, unless there are unforeseen complications certified by the practitioner.
2. Hospitalization coverage shall not provide any benefits for Friday or Saturday prior to surgery, unless the surgery is scheduled on Monday.
4. Nothing in this provision shall apply to emergency surgery recommended by a licensed practitioner.

#### I. INSURANCE COMMITTEE

An Insurance Committee shall be comprised of five (5) members appointed by the Union and an equal number appointed by the Superintendent. This Committee may coordinate its activities with those of the separate Certificated Staff Insurance Committee. The parties may designate substitutes to attend in the event a member is absent.

The Insurance Committee shall conduct an ongoing review of insurance coverage and options including cost/benefit analysis of various coverages, cost containment, experience, rates, products, and other alternatives.

The Insurance Committee shall have the authority to recommend by a 2/3 vote, to the Union and the Board, changes in the nature and extent of the insurance coverage. No change shall become effective until approved by both the Union and the Board. The parties agree that any recommendations of this Committee and its members are not to replace or abrogate the authority of the Union as the exclusive bargaining representative of this bargaining unit or the authority of the Board.

The Committee shall maintain minutes of its meetings which shall be approved by the Committee members. Copies of these approved minutes shall be furnished to the Superintendent and Union President.

#### J. BOARD-PAID LIFE INSURANCE

1. The amount of Term Life Insurance provided at the Board's expense for full-time employees shall be Thirty-Five Thousand Dollars (\$35,000). For other than full-time employees who work twenty (20) or more hours per week in one position, the Board shall provide fifteen thousand dollars (\$15,000.00) of Term Life Insurance. Other than full time employees hired after July 1, 2010, are not eligible for Board paid life insurance.
2. Bargaining unit members shall have the option to purchase additional life insurance assuming such an option is made available by the Board-chosen insurance carrier.

K. WORKERS' COMPENSATION

1. All employees covered under the terms and conditions of this Agreement are covered under the State Workers' Compensation Act in cases of injury and/or death incurred in the course of, or arising out of their employment.
2. An injury incurred while performing assigned duties shall be immediately reported to the injured employee's supervisor or other designated representative. Employees shall report all unsafe or unhealthy working conditions to their supervisors as soon as possible. The failure to comply with this requirement may result in disciplinary action.
3. Employees will have the option of taking sick leave or receiving Worker's Compensation benefits as a result of job related injury requiring the employee to be absent from work. Employees exhausting available sick leave, including advancements, must apply for an unpaid leave of absence for medical reasons to maintain their right to return to work. Benefit continuation will be in accordance with the FMLA.
4. Where personal leave has been exhausted, a bargaining unit member will be granted unpaid leave for purposes of attending a Workers' Compensation hearing.

L. OPT OUT

Any bargaining unit member currently covered under the District's group health insurance plan, or a newly hired bargaining unit member eligible for the District's group health insurance plan, may elect not to be covered by the group insurance plan for the entire year (a 12 month period). The employee must declare in writing to the Treasurer that he/she is (a) covered under another insurance plan and (b) elects not to be covered by the District's group health plan. The deadline for currently employed bargaining unit members to declare their intention to opt out is July 1 of each year and the deadline for newly hired employees is September 1 of the year of hire. The deadline for bus drivers will be on or before October 31<sup>st</sup>. The Board shall pay Seven Hundred Fifty Dollars \$750 to an employee who opts out of the District's group health plan for the entire year, payable in a lump sum during the first payroll of the succeeding school year. A bargaining unit member who is covered under the group insurance plan as the spouse/dependent of a district employee is not eligible to opt out for the lump sum payment. In the event of a change in marital status or if an employee's spouse loses his/her present insurance coverage, the employee may re-enroll in the District's group insurance plan. However, no payment or proration will be made to any employee who enrolls or re-enrolls in the District's group insurance plan at any time during the year.

M. IRS SECTION 125 PLAN

The Board will maintain an IRS Section 125 Plan for all interested bargaining unit members.

N. MISCELLANEOUS

As used in this Article, "year" means calendar year.

Nine (9) or Ten (10) month employees who resign at the end of the school year are covered by the above insurance until August 31 of that year. Qualified family members of a bargaining unit member are also covered through August 31.

O. PAY PERIODS

1. Employees working at least four (4) hours per day may opt to be paid as the pay is earned (by timesheet) or equally over twenty-six (26) pays. Employees working at least four (4) hours per day, and whose workdays for the year are concluded prior to the twenty-first (21st) pay period, may also opt to be paid equally over twenty-one (21) pays. However, other than 260-day employees electing to be paid annually over the course of 12 months must do so starting with the beginning of the school year. If such an election is made, the employee must sign an election form and submit it to the Treasurer's office no later than the first day of the school year for which the employee is paid. The election shall be irrevocable for the remainder of the school year. A pre-existing election shall remain in place until the employee elects a change. However, if an employee wants to change his/her election, the change must be made before the beginning of the school year to which the change applies, and shall only apply to that future school year. If an employee fails to submit an election, or submits an election after the deadline, the employee shall be paid during the school year only.
2. The employee shall notify the Treasurer of his/her requested pay plan, in writing, prior to July 1 each year or no change will be made in his/her existing pay plan. Payday is every other Friday, except in the skip-pay year.
3. Effective upon ratification and adoption of this Agreement, all employees will be paid through direct deposit, notification of the same to be made through email. Upon receipt of written authorization for same from a bargaining unit member, the Board will also make payroll deductions for the following:
  - a. State Employees Retirement System
  - b. Union Dues
  - c. Tax-deferred retirement accounts, such as 403(b) and 457 plans, pursuant to guidelines developed by the Board
  - d. Savings Bonds as per Treasurer's procedures
  - e. Credit Union
  - f. Insurance Payments
  - g. Such other deductions as determined appropriate by the Treasurer.

P. RETIREMENT

1. A percentage of each 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 (SERS). The Employer also pays a percentage of each employee's gross pay into the employee's account with the SERS. The amount of such percentage deductions is determined by and shall be paid in accordance with SERS regulations.



2. For purposes of the schedule of salaries (relating to payment of an employee's salary) of this Agreement, total annual salary or salary per pay period for each employee shall be the salary otherwise payable under this Agreement (as amended). The total annual salary or salary per pay period of each employee shall be payable by the Employer in two (2) 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 employees' total annual salaries or salaries per pay period other-wise 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, said 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.

Q. VACATION

1. Bargaining unit employees employed twelve (12) months shall be entitled to paid vacation, as follows:

<u>Years of Service</u>	<u>Vacation Time</u>
Twelve (12) Month Employees	1 - 5 Years      2 Weeks
	6 - 12 Years      3 Weeks
	13 or more Years      4 Weeks

2. Years of service shall be measured from the first July 1 of employment. Vacation time will be earned effective July 1 of each year. During the first period of employment, vacation time will be calculated on a pro-rata basis based on the number of days employed through the following June 30 (i.e. an employee employed one hundred thirty (130) days as of June 30 will earn one (1) week of vacation time as of July 1).

The vacation schedule shall be posted by October 1, of each year and taken down by November 1. Vacations shall be granted by seniority. Any vacations not selected during the above time frame shall be selected and granted on a first come, first serve basis.

3. Vacation may be taken during the school year if it can be worked out by the Superintendent. During the school year, only one (1) person in any job classification shall ordinarily be granted vacation at any given time. In the absence of exigent circumstances, all vacation days shall require at least two (2) weeks of notice prior to taking time off. In addition, all vacation requests must be pre-approved by the employee's Immediate Supervisor or designee.
4. Employees who become eligible for vacation shall receive fifty percent (50%) credit for all previous years of service in the Copley-Fairlawn Schools.
5. Vacation days may not be carried over into the next year.
6. Employees may, at their option, elect to have the Board purchase any vacation, at their regular rate of pay for the year in which the vacation was earned. Such purchase shall be in increments of not less than one (1) day.
7. Vacation days will be prorated to reflect an employee's time in unpaid leave status during the year.

R. PAID HOLIDAYS AND OTHER NONWORKDAYS

1. New Year's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Presidents' Day, Martin Luther King Day, and Good Friday shall be legal holidays. If any of these days falls on a Saturday, the employee shall be given the preceding Friday as a paid holiday. If any of these holidays falls on a Sunday, the following day will be a paid holiday. Nine- and ten-month employees shall be paid for eight (8) legal holidays (all except July 4th).
2. For the purpose of determining whether or not any employee is eligible to be paid for a holiday, the employee must have received pay for the employee's scheduled workday immediately preceding and after such holiday. Employees working five days per week shall be the only employees eligible for holiday pay. A preschool aide scheduled to work 4 days per week is eligible for holiday pay.
3. In addition to the paid holidays, all custodial and other twelve-month employees shall be given the following days off with pay:
  - Juneteenth
  - Friday following Thanksgiving Day
  - The last scheduled workday before Christmas
  - The last scheduled workday before New Year's Day
4. In the event an employee works on a holiday, the employee shall be paid double time for all hours worked, in addition to the holiday pay.

5. A part-time custodian who is temporarily scheduled to work additional hours for an extended period of time (more than one (1) week) immediately prior to a holiday shall receive holiday pay for the additional hours.

S. SEVERANCE PAY

1. At the time of retirement from active service with the School District, an employee with less than ten (10) years of service at Copley-Fairlawn City School District can be paid in cash for twenty-five percent (25%) of his/her unused sick leave credit up to a maximum of thirty (30) days at his/her per diem rate.

Any employee with ten (10) or more years of service at Copley-Fairlawn City School District can be paid in cash for twenty-five percent (25%) or sixty-five (65) days, whichever is less, of his/her unused, accrued Sick Leave at his/her per diem rate. In addition, an employee with over 300 accumulated sick days can be paid an additional twenty-five percent (25%) of the days above 300 or twenty-five (25) days, whichever is less, of his/her unused accrued Sick Leave at his/her per diem rate above 300 days.

2. Such payment shall be computed on the employee's base rate of pay at the time of retirement. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accrued by the employee at the time. Such payment shall be made only once after the retirement system verifies that retirement has actually become effective. The lump sum payment shall be once only within forty-five (45) days after retirement is in effect.
3. This Section applies only to employees actively employed by this School District at the time of their retirement.
4. To the extent permitted by law, an employee may elect to have his/her severance payment deposited directly into a tax-deferred compensation plan.

T. CLOTHING ALLOWANCES

1. The Board will provide five (5) good uniform shirts and pants for custodians, to be replaced each school year as needed, but not less than two (2) replacements each school year. Coveralls shall be provided for use by custodians only for non-ordinary use when unusual risk to normal apparel is expected. Uniform shirts and pants shall be worn on all days during the school year.
2. The Board shall provide uniforms for use by the mechanics at the bus garage.
3. The Board will reimburse mechanics and outside maintenance personnel, including but not limited to custodians, up to one hundred twenty-five (\$125.00) Dollars per year toward purchase of one pair of steel-toe work shoes.
4. Board provided clothing/uniforms are required to be worn during working hours.

5. The Board will provide five (5) shirts for cafeteria staff and safety vests for bus drivers per year, to be replaced each school year as needed.
6. The Board will reimburse custodians that work outdoors up to one hundred (\$100.00) dollars toward the purchase of insulated coveralls.

U. INCENTIVE FOR ATTENDANCE

1. Employees working thirty (30) hours or more per week who complete a school year (beginning July 1 of each year) without using any Sick Leave, Personal Leave, or unpaid leave shall be paid a bonus of Six Hundred Dollars (\$600.00). These employees who complete a school year using only one (1) day of Sick Leave, Personal Leave, or unpaid leave (combined) shall be paid a bonus of Four Hundred Twelve Dollars and 50 Cents \$412.50. These employees who complete a school year using only two (2) days of Sick Leave, Personal Leave, or unpaid leave (combined) shall be paid a bonus of Two Hundred Twenty Five Dollars (\$225.00).
2. Employees working less than thirty (30) hours per week who complete a school year (beginning July 1 of each year) without using any Sick Leave, Personal Leave, or unpaid leave shall be paid a bonus of Four Hundred Fifty Dollars (\$450.00). These employees who complete a school year using only one (1) day of Sick Leave, Personal Leave, or unpaid leave (combined) shall be paid a bonus of Three Hundred Dollars (\$300.00). These employees who complete a school year using only two (2) days of Sick Leave, Personal Leave, or unpaid leave (combined) shall be paid a bonus of One Hundred Fifty Dollars (\$150.00).
3. The bonus shall be paid by July 30 following the year in which it is earned. (example we had pay this year on July 1 and that was for days in June and then our next pay wasn't until July 16<sup>th</sup>)
4. Employees may not substitute paid release time for a sick or personal day for purposes of the bonus provided herein. In order to receive payment, an employee must provide a signed verification form attesting to his/her eligibility for the bonus (See Appendix E). Falsification of the form is grounds for appropriate disciplinary action, up to and including termination.

ARTICLE 11 GRIEVANCE PROCEDURE

A. DEFINITIONS

A "grievance" is a complaint, controversy or dispute directly addressing an alleged violation, misinterpretation, or misapplication of the written provisions of this Agreement. The Union, an employee, or employees may file grievances under this Article.

An "aggrieved" person is a bargaining unit member having a grievance.

A "party in interest" is any person who may be required to take action or against whom action may be taken in order to resolve a grievance.

B. PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Union agree that grievance proceedings shall be handled in a confidential manner.

C. RIGHTS OF THE GRIEVANT AND THE UNION

1. The Union will designate a Union steward for processing grievances in each building and/or classification area. The names of the designated Union stewards shall be provided in writing to the Superintendent within one (1) week after such designation.
2. An aggrieved person at his/her sole choosing may appear on his/her own behalf or may be represented at any or all steps of the Grievance Procedure by a Union representative and/or Union steward.
3. Decisions rendered at each step of the Grievance Procedure will be made in writing on the appropriate form, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest.
4. No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants. Records of the grievance will be kept confidential, except to the extent required by law.
5. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the Grievance Procedure at which the Administrator hearing the grievance has the authority to make a decision.
6. Hearings held under this procedure shall be scheduled by the administration, but will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. For grievances involving bus drivers, grievance hearings may be scheduled between route times.
7. Nothing in this Contract shall bind the Union from exercising discretion in resolving to pursue or not to pursue a grievance at any step of the Grievance Procedure. A grievance may be withdrawn at any step of the Grievance Procedure without prejudice.
8. Any dispute which is the subject of a grievance is to be resolved through the Grievance Procedure of this Agreement.

D. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

2. If any grievance is not initiated at Level One within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.
3. All grievances must be appealed to the next step within five (5) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

E. PROCEDURE

1. LEVEL ONE--INFORMAL DISCUSSION:

An employee with a grievance shall first discuss it with his/her Immediate Supervisor, or other appropriate administrator, either individually or with a representative, to try to prevent it from becoming a formal grievance entailing the use of the following procedure. The grievant will announce that the discussion represents Level One of the grievance procedure. Failure to initiate the grievance at this step shall deem the grievance null and void.

2. LEVEL TWO:

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days, submit the grievance at Level Two in writing to the employee's immediate supervisor on the approved grievance form (Appendix "A"), and shall clearly identify the facts upon which the grievance is being filed (including the date, time and location of the occurrence), the specific section of the Agreement alleged violated and the exact relief/remedy requested.

Within five (5) days after receipt of the grievance, the Administrator shall convene a hearing. In addition to the Administrator participants at the hearing may include the grievant, Union representative, Union steward, and any other person who may be able to provide further information to resolve the grievance. The Administrator shall render to the grievant a written decision within five (5) days from the close of the hearing, with a copy to the Union.

3. LEVEL THREE:

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days, file the grievance with the Superintendent at Level Three.

The Superintendent/designee will, within five (5) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the Superintendent/designee, Administrator, grievant, Union representative, Union steward, and any other person who may be able to give information to help resolve the grievance. Within five (5) days from

the close of the hearing, the Superintendent/designee shall issue a written decision to the grievant, with a copy to the Union.

4. LEVEL FOUR:

If the grievant is not satisfied with the disposition of the grievance at Level Three, the Union may request a hearing before an arbitrator.

The request for arbitration shall be made within fifteen (15) days following the receipt of the disposition of the grievance at Level Three. The request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the request for arbitration, the Union shall petition the Federal Mediation and Conciliation Service (FMCS) to provide both parties with a list of eleven (11) potential arbitrators.

Once the arbitrator list has been provided to the parties, the alternate strike procedure will be used to select an arbitrator.

The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Union, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement; nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogative involving Board discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

The administrative costs for arbitration shall be shared equally by the Board and the Union.

F. MISCELLANEOUS

1. Nothing contained herein will be construed as limiting the right of any employee having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Contract and the Union has been given the opportunity to be present at such adjustment and to state its views.

2. The Union may have a witness present at all formal steps of the grievance procedure to represent the interests of the Union. Level Two and Level Three grievance hearings will be scheduled to permit the grievant and a Union representative and/or a Union steward to attend without loss of pay or benefits.

## ARTICLE 12 DISCIPLINARY PROCEDURES

- A. No employee shall be disciplined without good and just cause. Employees may be disciplined for incompetency, inefficiency, dishonesty, being under the influence of alcohol or drugs while on duty, immoral conduct, insubordination, discourteous treatment of public, neglect of duty, violation of work rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance while on duty or in connection with their employment.
- B. An employee may be accompanied by a Union representative and steward at any disciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall nevertheless be permitted to attend such meeting as an observer.
- C. A bargaining unit member shall not be disciplined without considering the facts in the case or in an arbitrary or capricious manner. When appropriate, a progressive discipline procedure will be utilized by the District, however, depending on the nature of the offense/violation, disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any of the following levels:
  1. Verbal Warning: Verbal notification to the member;
  2. Reprimand: Written reprimand with copies to the immediate supervisor, the personnel file, the member, and the Union.
  3. Suspension: Disciplinary removal with loss of pay may be given. All suspensions and/or loss of pay must be given by the Superintendent, with a written copy to the immediate supervisor, the personnel file, the bargaining unit member, and the Union.
  4. Termination of employment.

Disciplinary measures may be repeated depending on the circumstances of the infraction.

### D. Due Process

Before an employee may be terminated or suspended without pay, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. This preliminary hearing shall be informal and



shall not be an evidentiary hearing. The employee shall have not less than **an** eighteen (18) hours notice of the time and place of the preliminary hearing, which notice shall state the nature of the charges against him/her. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the employee of his/her right to such hearing.

2. At the preliminary hearing, the employee or his/her representative shall be given the opportunity to respond by way of explanation or defense.
3. Following the hearing, the Superintendent or designee may either issue a determination or proceed to conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to his/her attention.
4. If such further investigation is pursued and indicates any new or additional information which will materially affect the Superintendent or designee's decision, the employee will be advised of such new or additional information and may meet with the Superintendent or designee to offer an explanation or defense prior to the Superintendent/designee rendering his/her decision.
5. Following the hearing and/or such further investigation as may be conducted, the Superintendent/designee shall take such action as is reasonable for the offense, and the employee shall be notified in writing of any action taken.
6. If, in the judgment of the Superintendent, the nature of the charges against an employee is such that the employee should be removed following a preliminary hearing as provided above, the employee may be suspended with or without pay pending final resolution of the disciplinary proceedings. If the suspension is unpaid, and upon final resolution of the disciplinary charges the employee is restored to employment, he/she may be paid his/her regular pay for the period of the suspension as determined by the Superintendent.

E. Appeal

1. An employee who, by action of the Superintendent/designee has been terminated, or suspended without pay, or received a disciplinary reduction or transfer, may appeal to the Board by filing a written notice with the Treasurer within ten (10) days of the action of the Superintendent. Unless appealed, the action of the Superintendent shall become final.
2. A hearing shall be conducted by the Board in Executive Session at its next regular meeting or at a special meeting called for such purpose. The employee and the Board may be represented by legal counsel or other representative of choice. At such hearing, the employee shall have the right to present evidence and call witnesses.
3. The Board's decision shall be in writing and shall be served on the employee.

4. The decision of the Board may be appealed to arbitration, beginning at Level Four (Arbitration) of the Grievance Procedure. Unless appealed to Level Four as provided in Article 11, the Board's decision shall be final.

F. Notices

Any notices, copies or orders or recommendations required by this Section to be served upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent without leave when service is attempted, then such service shall be mailed to the employee's last address as shown on the Board's recorders. In that event, service is deemed complete seventy – two (72) hours after mailing.

G. Disciplinary Records

Disciplinary records shall remain in the personnel file for no more than thirty-six (36) months unless there is subsequent disciplinary action taken during that period, in which case all records shall remain in effect for another twenty-four (24) months. Nothing herein is intended to prevent the introduction of evidence concerning employee performance in any action to challenge Board discipline of a bargaining unit member.

ARTICLE 13. PERSONNEL FILES

- A. All official personnel files shall be maintained by the Board Office. A Supervisor may maintain such records as may be needed to perform evaluations as provided elsewhere in this Contract.
- B. Access to all records kept shall be available during regular office hours to the employee and/or his/her representative upon written request by the employee to the Superintendent/designee. Access shall be provided within a reasonable time after submission of the request. The review of the records shall be in the presence of the Superintendent/designee. Neither the records nor any part thereof shall be removed from the office.
- C. An employee will have the right to indicate those documents he/she believes should be removed from the personnel file. Such documents may be removed by agreement of the Superintendent. In the event the Superintendent refuses to remove material as requested by the employee, the employee is entitled to have included in his/her personnel file, a brief statement of his/her position on the disputed information, and/or to include in a following notation that the employee protests that the information is inaccurate, irrelevant, outdated or incomplete. Any such statements or notations incorporated in the personnel file by the employee shall be included in any subsequent transfer, report, dissemination, or other usage regarding the disputed information.
- D. No anonymous letter, report or communication shall be included in the employee's personnel file. If an Administration communication or communication received from parents and other nonprofessionals regarding an employee is intended to become part of the personnel file, it shall be reviewed with the staff member involved, and the staff member shall be afforded the opportunity to file a written reply.

- E. The employee and the person responsible for the entry of personnel documentation pertaining to employee performance (evaluation, discipline, etc.) shall initial and date each such document entered into his/her file to verify its review.

ARTICLE 14. UNION DUES

A. DEDUCTIONS

The Board agrees to deduct from the wages of bargaining unit members the payment of dues to the Union upon presentation by the employee of a written authorization.

B. AUTHORIZATION

Deduction authorization for periodic dues, initiation fees, and assessments shall be for a period of one (1) school year. Authorization must be renewed each school year unless a Continuous Dues Deduction Form is signed.

C. PAYMENTS

Dues deduction shall be in sixteen (16) equal payments, twice monthly, starting with the second pay in October of each school year. All monies deducted and a report of all deductions shall be sent to the Local Union Treasurer.

D. AMOUNTS

The Union shall forward to the Treasurer a notice of the dues amount to be deducted and the Treasurer will deduct the amount of dues during the first full payroll cycle.

E. OTHER AUTHORIZATIONS

The Board agrees not to honor any check-off or dues deduction 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.

F. REPORT

The Treasurer shall provide a monthly report of all additions and deletions of members of the bargaining unit. Annually, on or about October 1, the Treasurer will provide to the Union a complete payroll report for bargaining unit members.

G. FAIR SHARE FEE

At any time after one (1) calendar year from the date of the final ratification and adoption of this Agreement and then during the term of this Agreement only, if the Union provides the Board Treasurer with verification that voluntary paid membership in the Union has reached eighty-five percent (85%) of all employees in the bargaining unit, interim negotiations for the purpose of including contract language for a mandatory fair share fee shall be commenced within six (6) weeks of verification by the Board of that number. Such negotiations will be for

the limited purpose of determining the appropriate procedures for implementing a fair share fee.

ARTICLE 15. CONSISTENCY WITH LAW

If any provision of this Agreement is found by a court of competent jurisdiction or the State Employment Relations Board to be contrary to law, then such provision or application shall not be deemed to be valid and sustaining except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If changes are to be made in the Agreement while it is in force, such changes will be made by the negotiation process.

The parties recognize and agree that the terms and conditions of employment of members of the bargaining unit are provided in this Agreement and that, unless otherwise stated herein, the provisions of the Civil Service Laws (Ohio Revised Code Chapter 124) do not apply to members of the bargaining unit.

To the extent provided by ORC 4117.10(A), it is the intent of the parties that the provisions of this Agreement shall supersede and prevail over any applicable statutes, regulations or case law relating to the subjects addressed in this Agreement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the Board and the Union, and constitutes the Entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement.

ARTICLE 17. DURATION

This Agreement shall be effective from July 1, 2023 through June 30, 2026

Unless the parties mutually agree to open negotiations for a successor Agreement by the date of March 1, 2026, all terms and conditions of this Agreement shall remain in full force and effect as written for one (1) additional year, ending June 30, 2027, with the exception that the salary schedule, effective July 1, 2027, will be modified to reflect a 2.5% increase to the base salary.

BOARD OF EDUCATION  
OF THE COPLEY-FAIRLAWN  
CITY SCHOOL DISTRICT

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL #348

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer/Business Manager

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Business Agent

GRIEVANCE FORM  
Level Two/Three

Name of Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Informal Meeting \_\_\_\_\_

Statement of Grievance: (Include specific facts upon which the grievance is being filed including date, time and location of occurrence and citation to the Article and Section which you are claiming has been violated).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief/Remedy Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Principal/  
Superintendent/Designee \_\_\_\_\_ Date \_\_\_\_\_

GRIEVANCE DISPOSITION

To: \_\_\_\_\_ Date: \_\_\_\_\_

This is to inform you that your grievance filed on \_\_\_\_\_ at Level \_\_\_\_\_ was disposed of as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Hearing: \_\_\_\_\_

Participants in Hearing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal/Immediate Supervisor/Superintendent/Designee's Signature

\_\_\_\_\_

Date \_\_\_\_\_

Received by Grievant/Representative

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Plan Benefits:**

<b>Covered Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Deductible (Single/Family)</b> <i>(Applies only to percent (%) copayments)</i>	\$1,000/\$2,000 (Appendix G)	\$2,000/\$4,000
<b>Out-of-Pocket Maximum (Single/Family)</b>	\$1,000/2,000	\$2,000/4,000
<b>Physician Office Services</b> Including Office Surgeries, allergy serum and injections <sup>1</sup> • Allergy testing	\$25 Primary Care \$35 Specialist  Covered in full	30%  30%
<b>Preventive Care</b> Medical History Mammography <sup>1</sup> , Pelvic Exams, Pap testing and PSA tests Immunizations <sup>1</sup> Annual diabetic eye exam Annual Vision and Hearing Exams	\$0	30%
<b>Outpatient Physical Medicine Therapies (Combined Network &amp; Non-Network limits apply)</b> Physical/Occupational therapy: 30 visit limit Spinal manipulations: 15 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
<b>Inpatient Service</b>  Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab  90 days Network/Non-Network combined for skilled nursing facility	\$500	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b>	\$100	30%
<b>Other Outpatient Services Hospital/Alternative Care Facility</b>	Covered in full	30%
<b>Inpatient and Outpatient Professional Charges</b>	Covered in full	30%
<b>Home Care Services: 30 visits limit network/non-network</b>	Covered in full	Covered in full
<b>Hospice Services</b>	Covered in full	Covered in full
<b>Emergency and Urgent Care:</b> <b>Emergency Care in Emergency Room</b> <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> <b>Urgent Care Facility</b>	\$150  \$60	\$150  \$60
<b>Ambulance Services</b>	Covered in full	Covered in full
<b>Maternity Services</b>	\$500	30%



\*Changes in plan are effective September 1.

<b>Mental Health and Substance Abuse<sup>2</sup> (limits and maximums apply)</b> Inpatient: 30 Network days/10 Non-network days (includes inpatient mental health Non-Network) Outpatient: 10 Network visits 10 Non-Network mental health visits Inpatient and outpatient substance abuse \$550 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)	\$500 inpatient \$15 outpatient  Copayments based on place of service	30%  Copayments based on place of service
<b>Lifetime Maximum (Combined Network and Non-Network)</b>	unlimited	\$5 million

Covered Benefits	Network	Non-Network
<b>Medical Supplies, Equipment and Appliances</b>	Covered in Full	30%
<b>Prescription Drug Options:</b> <b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip  <b>Rx Direct Mail Service:</b> (90-day supply) Includes diabetic test strip	\$10 generic/\$35 preferred/ \$65 Non-preferred Specialty 10% to \$1500 max  \$20 generic/ \$70 preferred/ \$130 Non-preferred Specialty 10% to \$1500 max	Not covered

**Notes:**

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network).
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.

<sup>1</sup> These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.

<sup>2</sup> Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level.

Refer to Schedule of Benefits for limitations.  
 Gastric bypass surgery is not a covered benefit.

**Precertification:**

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

### APPENDIX C – SALARY SCHEDULES

All rates reflected are hourly rates.

#### Head Custodian High School

Up to 260 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 22.56	\$ 23.18	\$ 23.82	\$ 24.42
1	\$ 23.24	\$ 23.88	\$ 24.53	\$ 25.15
2	\$ 23.69	\$ 24.34	\$ 25.01	\$ 25.63
3	\$ 24.25	\$ 24.92	\$ 25.60	\$ 26.24
4	\$ 24.70	\$ 25.38	\$ 26.08	\$ 26.73
5	\$ 25.15	\$ 25.84	\$ 26.55	\$ 27.22
6	\$ 25.60	\$ 26.31	\$ 27.03	\$ 27.71
7	\$ 25.95	\$ 26.66	\$ 27.40	\$ 28.08
8	\$ 26.40	\$ 27.13	\$ 27.87	\$ 28.57
9	\$ 26.40	\$ 27.13	\$ 27.87	\$ 28.57
10	\$ 26.85	\$ 27.59	\$ 28.35	\$ 29.06
11	\$ 26.85	\$ 27.59	\$ 28.35	\$ 29.06
12	\$ 27.30	\$ 28.05	\$ 28.82	\$ 29.55
13	\$ 27.30	\$ 28.05	\$ 28.82	\$ 29.55
14	\$ 27.30	\$ 28.05	\$ 28.82	\$ 29.55
15	\$ 27.87	\$ 28.63	\$ 29.42	\$ 30.15
16	\$ 28.63	\$ 29.42	\$ 30.23	\$ 30.98

#### Head Custodian Middle School

Up to 260 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 21.06	\$ 21.64	\$ 22.24	\$ 22.80
1	\$ 21.80	\$ 22.40	\$ 23.01	\$ 23.59
2	\$ 22.31	\$ 22.93	\$ 23.56	\$ 24.15
3	\$ 22.74	\$ 23.37	\$ 24.01	\$ 24.61
4	\$ 23.16	\$ 23.80	\$ 24.45	\$ 25.06
5	\$ 23.69	\$ 24.34	\$ 25.01	\$ 25.63
6	\$ 24.12	\$ 24.78	\$ 25.46	\$ 26.10
7	\$ 24.53	\$ 25.21	\$ 25.90	\$ 26.55
8	\$ 24.96	\$ 25.65	\$ 26.35	\$ 27.01
9	\$ 24.96	\$ 25.65	\$ 26.35	\$ 27.01
10	\$ 25.38	\$ 26.07	\$ 26.79	\$ 27.46
11	\$ 25.38	\$ 26.07	\$ 26.79	\$ 27.46
12	\$ 25.80	\$ 26.51	\$ 27.24	\$ 27.92
13	\$ 25.80	\$ 26.51	\$ 27.24	\$ 27.92
14	\$ 25.80	\$ 26.51	\$ 27.24	\$ 27.92
15	\$ 26.32	\$ 27.05	\$ 27.79	\$ 28.49
16	\$ 27.05	\$ 27.79	\$ 28.55	\$ 29.27

Head Custodian  
Elementary/Night/Maintenance  
Up to 260 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 20.27	\$ 20.82	\$ 21.40	\$ 21.93
1	\$ 20.97	\$ 21.55	\$ 22.14	\$ 22.70
2	\$ 21.47	\$ 22.06	\$ 22.67	\$ 23.23
3	\$ 21.89	\$ 22.49	\$ 23.11	\$ 23.68
4	\$ 22.39	\$ 23.01	\$ 23.64	\$ 24.23
5	\$ 22.80	\$ 23.43	\$ 24.07	\$ 24.67
6	\$ 23.31	\$ 23.95	\$ 24.60	\$ 25.22
7	\$ 23.71	\$ 24.36	\$ 25.03	\$ 25.66
8	\$ 24.12	\$ 24.78	\$ 25.46	\$ 26.10
9	\$ 24.12	\$ 24.78	\$ 25.46	\$ 26.10
10	\$ 24.52	\$ 25.20	\$ 25.89	\$ 26.54
11	\$ 24.52	\$ 25.20	\$ 25.89	\$ 26.54
12	\$ 24.93	\$ 25.61	\$ 26.32	\$ 26.97
13	\$ 24.93	\$ 25.61	\$ 26.32	\$ 26.97
14	\$ 24.93	\$ 25.61	\$ 26.32	\$ 26.97
15	\$ 25.64	\$ 26.34	\$ 27.07	\$ 27.74
16	\$ 26.34	\$ 27.07	\$ 27.81	\$ 28.50

Custodian/Grounds Maintenance  
Worker  
Up to 260 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 18.12	\$ 18.61	\$ 19.13	\$ 19.60
1	\$ 18.84	\$ 19.35	\$ 19.89	\$ 20.38
2	\$ 19.29	\$ 19.82	\$ 20.36	\$ 20.87
3	\$ 19.84	\$ 20.38	\$ 20.94	\$ 21.47
4	\$ 20.29	\$ 20.85	\$ 21.42	\$ 21.95
5	\$ 20.74	\$ 21.31	\$ 21.89	\$ 22.44
6	\$ 21.11	\$ 21.69	\$ 22.29	\$ 22.84
7	\$ 21.56	\$ 22.15	\$ 22.76	\$ 23.33
8	\$ 21.92	\$ 22.52	\$ 23.14	\$ 23.72
9	\$ 21.92	\$ 22.52	\$ 23.14	\$ 23.72
10	\$ 22.37	\$ 22.99	\$ 23.62	\$ 24.21
11	\$ 22.37	\$ 22.99	\$ 23.62	\$ 24.21
12	\$ 22.82	\$ 23.45	\$ 24.09	\$ 24.70
13	\$ 22.82	\$ 23.45	\$ 24.09	\$ 24.70
14	\$ 22.82	\$ 23.45	\$ 24.09	\$ 24.70
15	\$ 23.45	\$ 24.10	\$ 24.76	\$ 25.38
16	\$ 24.10	\$ 24.76	\$ 25.44	\$ 26.08

Secretary  
Up to 260 days  
Step

	FY2024	FY2025	FY2026	FY2027
0	\$ 16.48	\$ 16.94	\$ 17.40	\$ 17.84
1	\$ 16.98	\$ 17.44	\$ 17.92	\$ 18.37
2	\$ 17.39	\$ 17.87	\$ 18.36	\$ 18.82
3	\$ 17.81	\$ 18.30	\$ 18.80	\$ 19.27
4	\$ 18.23	\$ 18.73	\$ 19.24	\$ 19.73
5	\$ 18.62	\$ 19.13	\$ 19.66	\$ 20.15
6	\$ 19.13	\$ 19.65	\$ 20.19	\$ 20.70
7	\$ 19.54	\$ 20.08	\$ 20.63	\$ 21.15
8	\$ 20.03	\$ 20.58	\$ 21.15	\$ 21.67
9	\$ 20.45	\$ 21.01	\$ 21.59	\$ 22.13
10	\$ 20.85	\$ 21.42	\$ 22.01	\$ 22.56
11	\$ 20.85	\$ 21.42	\$ 22.01	\$ 22.56
12	\$ 21.27	\$ 21.85	\$ 22.45	\$ 23.01
13	\$ 21.27	\$ 21.85	\$ 22.45	\$ 23.01
14	\$ 21.27	\$ 21.85	\$ 22.45	\$ 23.01
15	\$ 21.76	\$ 22.36	\$ 22.98	\$ 23.55
16	\$ 21.76	\$ 22.36	\$ 22.98	\$ 23.55

Library/Media  
Associate/Educational Assistant  
Up to 192 days  
Step

	FY2024	FY2025	FY2026	FY2027
0	\$ 14.84	\$ 15.25	\$ 15.67	\$ 16.06
1	\$ 15.66	\$ 16.09	\$ 16.53	\$ 16.95
2	\$ 16.47	\$ 16.92	\$ 17.39	\$ 17.82
3	\$ 17.28	\$ 17.76	\$ 18.25	\$ 18.70
4	\$ 18.10	\$ 18.60	\$ 19.11	\$ 19.59
5	\$ 18.10	\$ 18.60	\$ 19.11	\$ 19.59
6	\$ 18.10	\$ 18.60	\$ 19.11	\$ 19.59
7	\$ 18.10	\$ 18.60	\$ 19.11	\$ 19.59
8	\$ 19.74	\$ 20.28	\$ 20.84	\$ 21.36
9	\$ 19.74	\$ 20.28	\$ 20.84	\$ 21.36
10	\$ 20.55	\$ 21.11	\$ 21.69	\$ 22.23
11	\$ 20.55	\$ 21.11	\$ 21.69	\$ 22.23
12	\$ 21.37	\$ 21.96	\$ 22.56	\$ 23.12
13	\$ 21.37	\$ 21.96	\$ 22.56	\$ 23.12
14	\$ 21.37	\$ 21.96	\$ 22.56	\$ 23.12
15	\$ 21.37	\$ 21.96	\$ 22.56	\$ 23.12
16	\$ 21.37	\$ 21.96	\$ 22.56	\$ 23.12

Transporter/Cafeteria

Up to 189 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 12.52	\$ 12.86	\$ 13.22	\$ 13.55
1	\$ 12.83	\$ 13.19	\$ 13.55	\$ 13.89
2	\$ 13.14	\$ 13.50	\$ 13.87	\$ 14.22
3	\$ 13.52	\$ 13.89	\$ 14.28	\$ 14.63
4	\$ 13.89	\$ 14.28	\$ 14.67	\$ 15.03
5	\$ 13.89	\$ 14.28	\$ 14.67	\$ 15.03
6	\$ 13.89	\$ 14.28	\$ 14.67	\$ 15.03
7	\$ 13.89	\$ 14.28	\$ 14.67	\$ 15.03
8	\$ 14.58	\$ 14.98	\$ 15.39	\$ 15.78
9	\$ 14.58	\$ 14.98	\$ 15.39	\$ 15.78
10	\$ 14.94	\$ 15.35	\$ 15.77	\$ 16.17
11	\$ 14.94	\$ 15.35	\$ 15.77	\$ 16.17
12	\$ 16.04	\$ 16.48	\$ 16.93	\$ 17.36
13	\$ 16.04	\$ 16.48	\$ 16.93	\$ 17.36
14	\$ 16.04	\$ 16.48	\$ 16.93	\$ 17.36
15	\$ 16.04	\$ 16.48	\$ 16.93	\$ 17.36
16	\$ 16.48	\$ 16.93	\$ 17.40	\$ 17.84

Kitchen Manager

Up to 190 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 16.51	\$ 16.96	\$ 17.43	\$ 17.86
1	\$ 16.74	\$ 17.20	\$ 17.68	\$ 18.12
2	\$ 16.91	\$ 17.38	\$ 17.85	\$ 18.30
3	\$ 17.16	\$ 17.63	\$ 18.11	\$ 18.57
4	\$ 17.41	\$ 17.88	\$ 18.38	\$ 18.84
5	\$ 17.66	\$ 18.15	\$ 18.65	\$ 19.12
6	\$ 17.82	\$ 18.31	\$ 18.82	\$ 19.29
7	\$ 18.07	\$ 18.57	\$ 19.08	\$ 19.55
8	\$ 18.32	\$ 18.82	\$ 19.34	\$ 19.82
9	\$ 18.57	\$ 19.08	\$ 19.60	\$ 20.09
10	\$ 19.03	\$ 19.55	\$ 20.09	\$ 20.59
11	\$ 19.03	\$ 19.55	\$ 20.09	\$ 20.59
12	\$ 19.36	\$ 19.89	\$ 20.44	\$ 20.95
13	\$ 19.36	\$ 19.89	\$ 20.44	\$ 20.95
14	\$ 19.36	\$ 19.89	\$ 20.44	\$ 20.95
15	\$ 19.36	\$ 19.89	\$ 20.44	\$ 20.95
16	\$ 19.89	\$ 20.44	\$ 21.00	\$ 21.53

Head Mechanic  
Up to 260 days  
Step

	FY2024	FY2025	FY2026	FY2027
0	\$ 20.37	\$ 20.93	\$ 21.50	\$ 22.04
1	\$ 20.76	\$ 21.33	\$ 21.92	\$ 22.47
2	\$ 21.28	\$ 21.86	\$ 22.47	\$ 23.03
3	\$ 21.68	\$ 22.28	\$ 22.89	\$ 23.47
4	\$ 22.10	\$ 22.71	\$ 23.33	\$ 23.92
5	\$ 22.60	\$ 23.22	\$ 23.86	\$ 24.45
6	\$ 23.01	\$ 23.65	\$ 24.30	\$ 24.90
7	\$ 23.42	\$ 24.06	\$ 24.72	\$ 25.34
8	\$ 23.82	\$ 24.48	\$ 25.15	\$ 25.78
9	\$ 23.82	\$ 24.48	\$ 25.15	\$ 25.78
10	\$ 24.24	\$ 24.91	\$ 25.59	\$ 26.23
11	\$ 24.24	\$ 24.91	\$ 25.59	\$ 26.23
12	\$ 24.95	\$ 25.64	\$ 26.34	\$ 27.00
13	\$ 24.95	\$ 25.64	\$ 26.34	\$ 27.00
14	\$ 24.95	\$ 25.64	\$ 26.34	\$ 27.00
15	\$ 24.95	\$ 25.64	\$ 26.34	\$ 27.00
16	\$ 25.64	\$ 26.34	\$ 27.06	\$ 27.74

Mechanic  
Up to 260 days  
Step

	FY2024	FY2025	FY2026	FY2027
0	\$ 18.57	\$ 19.08	\$ 19.60	\$ 20.09
1	\$ 19.03	\$ 19.55	\$ 20.09	\$ 20.59
2	\$ 19.40	\$ 19.93	\$ 20.48	\$ 20.99
3	\$ 19.86	\$ 20.41	\$ 20.97	\$ 21.49
4	\$ 20.32	\$ 20.88	\$ 21.45	\$ 21.99
5	\$ 20.79	\$ 21.37	\$ 21.95	\$ 22.50
6	\$ 21.17	\$ 21.75	\$ 22.35	\$ 22.91
7	\$ 21.64	\$ 22.23	\$ 22.85	\$ 23.42
8	\$ 22.00	\$ 22.60	\$ 23.23	\$ 23.81
9	\$ 22.00	\$ 22.60	\$ 23.23	\$ 23.81
10	\$ 22.46	\$ 23.08	\$ 23.71	\$ 24.31
11	\$ 22.46	\$ 23.08	\$ 23.71	\$ 24.31
12	\$ 23.11	\$ 23.75	\$ 24.40	\$ 25.01
13	\$ 23.11	\$ 23.75	\$ 24.40	\$ 25.01
14	\$ 23.11	\$ 23.75	\$ 24.40	\$ 25.01
15	\$ 23.11	\$ 23.75	\$ 24.40	\$ 25.01
16	\$ 23.75	\$ 24.40	\$ 25.07	\$ 25.70

Bus Driver  
Up to 188 days  
Step

	FY2024	FY2025	FY2026	FY2027
0	\$ 21.12	\$ 21.70	\$ 22.30	\$ 22.86
1	\$ 21.44	\$ 22.03	\$ 22.63	\$ 23.20
2	\$ 21.75	\$ 22.35	\$ 22.96	\$ 23.54
3	\$ 22.08	\$ 22.69	\$ 23.31	\$ 23.89
4	\$ 22.49	\$ 23.11	\$ 23.75	\$ 24.34
5	\$ 22.81	\$ 23.44	\$ 24.08	\$ 24.68
6	\$ 23.24	\$ 23.88	\$ 24.53	\$ 25.15
7	\$ 23.55	\$ 24.20	\$ 24.87	\$ 25.49
8	\$ 23.87	\$ 24.52	\$ 25.20	\$ 25.83
9	\$ 24.08	\$ 24.74	\$ 25.42	\$ 26.06
10	\$ 24.68	\$ 25.36	\$ 26.06	\$ 26.71
11	\$ 24.68	\$ 25.36	\$ 26.06	\$ 26.71
12	\$ 25.21	\$ 25.90	\$ 26.62	\$ 27.28
13	\$ 25.21	\$ 25.90	\$ 26.62	\$ 27.28
14	\$ 25.21	\$ 25.90	\$ 26.62	\$ 27.28
15	\$ 25.21	\$ 25.90	\$ 26.62	\$ 27.28
16	\$ 25.90	\$ 26.62	\$ 27.35	\$ 28.03

Playground Aide/Lunchroom  
Monitor  
Up to 187 days  
Step

	FY2024	FY2025	FY2026	FY2027
0	\$ 13.44	\$ 13.81	\$ 14.19	\$ 14.55
1	\$ 14.19	\$ 14.58	\$ 14.98	\$ 15.35
2	\$ 14.93	\$ 15.34	\$ 15.76	\$ 16.16
3	\$ 15.67	\$ 16.10	\$ 16.55	\$ 16.96
4	\$ 16.40	\$ 16.85	\$ 17.32	\$ 17.75
5	\$ 16.40	\$ 16.85	\$ 17.32	\$ 17.75
6	\$ 16.40	\$ 16.85	\$ 17.32	\$ 17.75
7	\$ 16.40	\$ 16.85	\$ 17.32	\$ 17.75
8	\$ 17.34	\$ 17.82	\$ 18.30	\$ 18.76
9	\$ 17.34	\$ 17.82	\$ 18.30	\$ 18.76
10	\$ 17.69	\$ 18.17	\$ 18.67	\$ 19.14
11	\$ 17.69	\$ 18.17	\$ 18.67	\$ 19.14
12	\$ 18.09	\$ 18.59	\$ 19.10	\$ 19.58
13	\$ 18.09	\$ 18.59	\$ 19.10	\$ 19.58
14	\$ 18.09	\$ 18.59	\$ 19.10	\$ 19.58
15	\$ 18.09	\$ 18.59	\$ 19.10	\$ 19.58
16	\$ 18.09	\$ 18.59	\$ 19.10	\$ 19.58



Special Needs Assistant

Up to 187 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 16.61	\$ 17.06	\$ 17.53	\$ 17.97
1	\$ 17.36	\$ 17.84	\$ 18.33	\$ 18.79
2	\$ 18.27	\$ 18.78	\$ 19.29	\$ 19.77
3	\$ 19.02	\$ 19.54	\$ 20.08	\$ 20.58
4	\$ 19.94	\$ 20.49	\$ 21.05	\$ 21.58
5	\$ 19.94	\$ 20.49	\$ 21.05	\$ 21.58
6	\$ 19.94	\$ 20.49	\$ 21.05	\$ 21.58
7	\$ 19.94	\$ 20.49	\$ 21.05	\$ 21.58
8	\$ 21.52	\$ 22.11	\$ 22.71	\$ 23.28
9	\$ 21.52	\$ 22.11	\$ 22.71	\$ 23.28
10	\$ 22.35	\$ 22.96	\$ 23.59	\$ 24.18
11	\$ 22.35	\$ 22.96	\$ 23.59	\$ 24.18
12	\$ 23.09	\$ 23.73	\$ 24.38	\$ 24.99
13	\$ 23.09	\$ 23.73	\$ 24.38	\$ 24.99
14	\$ 23.09	\$ 23.73	\$ 24.38	\$ 24.99
15	\$ 23.09	\$ 23.73	\$ 24.38	\$ 24.99
16	\$ 23.09	\$ 23.73	\$ 24.38	\$ 24.99

Office Assistant

Up to 187 days

Step	FY2024	FY2025	FY2026	FY2027
0	\$ 13.84	\$ 14.22	\$ 14.61	\$ 14.97
1	\$ 14.59	\$ 14.99	\$ 15.40	\$ 15.79
2	\$ 15.37	\$ 15.79	\$ 16.22	\$ 16.63
3	\$ 16.12	\$ 16.57	\$ 17.02	\$ 17.45
4	\$ 16.88	\$ 17.34	\$ 17.82	\$ 18.26
5	\$ 16.88	\$ 17.34	\$ 17.82	\$ 18.26
6	\$ 16.88	\$ 17.34	\$ 17.82	\$ 18.26
7	\$ 16.88	\$ 17.34	\$ 17.82	\$ 18.26
8	\$ 17.71	\$ 18.20	\$ 18.70	\$ 19.16
9	\$ 17.71	\$ 18.20	\$ 18.70	\$ 19.16
10	\$ 18.13	\$ 18.62	\$ 19.14	\$ 19.62
11	\$ 18.13	\$ 18.62	\$ 19.14	\$ 19.62
12	\$ 18.46	\$ 18.97	\$ 19.49	\$ 19.98
13	\$ 18.46	\$ 18.97	\$ 19.49	\$ 19.98
14	\$ 18.46	\$ 18.97	\$ 19.49	\$ 19.98
15	\$ 18.46	\$ 18.97	\$ 19.49	\$ 19.98
16	\$ 18.46	\$ 18.97	\$ 19.49	\$ 19.98

Field Trip Driver

	FY2024	FY2025	FY2026	FY2027
	\$ 18.89	\$ 19.41	\$ 19.95	\$ 20.44

**SIDE 1 – COPLEY-FAIRLAWN CITY SCHOOLS  
MEMBERS WITH OR SEEKING FAMILY COVERAGE  
WHICH INCLUDES A SPOUSE MUST COMPLETE THIS FORM**

**Copley-Fairlawn City School District’s (CFCSD)**

**COORDINATION OF BENEFITS (COB) QUESTIONNAIRE**

(Documenting a Spouse’s Access to Employer/Retirement Sponsored Medical Insurance)

- Complete this form – if your spouse is enrolling in the CFCSD Medical Plan.

CFCSD Employee _____	SSN _____
Position _____	Bldg./Assignment _____
Spouse’s Name _____	SSN _____
Spouse’s Employer _____	Retired from a Public Retirement System? _____

The CFCSD COB (Coordination of Benefits) requires qualifying spouses of covered employees to join their employer’s group or retiree health plan (on at least an individual/single coverage basis) where such availability to coverage exists and where single/individual coverage costs the spouse less than \$300 per month. Your spouse’s claims will not be considered for payment until this form is completed and returned to the Board Treasurer. Note: Spouses of CFCSD employees eligible for coverage through a public retirement system must enroll in such coverage as primary on at least a single/individual basis. If your spouse is required to pay less than \$300.00 per month for single medical and prescription insurance through his/her employer, he/she must complete the required form and return it to the Treasurer’s office.

Amount your spouse must pay for SINGLE medical and prescription coverage through his/her employer: \$ \_\_\_\_\_

Open enrollment period at your spouse’s employer (day/month format) \_\_\_\_\_

If your spouse is required to pay less than \$300.00 per month for single medical and prescription insurance through his/her employer, he/she must complete a “change of coverage” form and return it to the Treasurer’s office.

**IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE, REGARDLESS OF COST, THROUGH A PUBLIC RETIREMENT SYSTEM, HE/SHE MUST ENROLL IN SUCH COVERAGE AS PRIMARY ON AT LEAST A SINGLE/INDIVIDUAL BASIS.**

**SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:**

If my spouse’s employment or access to employer sponsored health care status changes in the future, I understand that I am responsible for completing an Enrollment Form and COB Questionnaire within 31 days of the employment status /accessibility to employer sponsored health care or retiree health care change. If an Employee or Dependent (or anyone acting on behalf of either) makes a false statement or intentionally withholds information, and as a result coverage is provided which would otherwise not have been, or claim which would otherwise not be paid is paid, the Plan has the right to: 1) Recover any amounts paid as a result of the misrepresentation, and 2) Terminate coverage immediately, and 3) Recover damages, including legal fees, from the Employee or from any other person responsible for misleading the Plan, and from the person for whom the benefits were provided.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**Direct inquiries and return form to:**

John Wheadon, Treasurer  
 Copley-Fairlawn City Schools  
 3797 Ridgewood Road  
 Copley-Fairlawn, Ohio 44321-1665

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT  
VERIFICATION FOR ATTENDANCE BONUS

Name \_\_\_\_\_ Building \_\_\_\_\_

Date Requested \_\_\_\_\_

I certify that I have complied with the negotiated agreement and am eligible for the attendance bonus in the amount of \_\_\_\_\_ (\$600.00 for no absences or \$412.50 for 1 absence or \$225.00 for 2 absences). I further state that I have appropriately disclosed all days of absence throughout the year, including the use of compensatory time.

I understand by completing this form and submitting it that all information is true and factual. I further understand falsification of this form is subject to disciplinary action.

\_\_\_\_\_  
Signature of Employee

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT  
VERIFICATION FOR ATTENDANCE BONUS  
PART-TIME EMPLOYEE

Name \_\_\_\_\_  
Building \_\_\_\_\_  
Date Requested \_\_\_\_\_

I certify that I have complied with the negotiated agreement and am eligible for the attendance bonus in the amount of \_\_\_\_\_ (\$450.00 for no absences or \$300.00 for 1 absence or \$150.00 for 2 absences). I further state that I have appropriately disclosed all days of absence throughout the year, including the use of compensatory time.

I understand by completing this form and submitting it that all information is true and factual. I further understand falsification of this form is subject to disciplinary action.

\_\_\_\_\_  
Signature of Employee working less than 30 hours

## APPENDIX F

# Copley-Fairlawn City School District Wellness Program

### Purpose and Goals

The Wellness Program of the Copley-Fairlawn CSD is available on a voluntary basis to all employees who are participants in the District Health Insurance Plan. Employees who enroll in the Wellness Program (WP) and stay in compliance with the ongoing requirements will be rewarded each month by being eligible for the lower employee contribution rate of the employee premium schedule and a lower amount in deductible.

The WP's primary goal is improved employee health and spirit. This is accomplished through early detection, employee awareness, education and the development of an environment promoting wellness activities. Through an active WP it is also statistically predicable that employee wellness translates into enhanced financial health for the groups medical plan.

### Enrollment

An employee enrolls in the Wellness Program by completing the following steps:

1. Completing a Health Risk Assessment (HRA) through the organization contracted with by the District between July 1<sup>st</sup> and November 30<sup>th</sup> of each year. Spouses of employees, if covered by the plan, must also complete the HRA. The HRA is a confidential questionnaire that provides a wellness profile.
2. Undergoing biometric screenings between July 1<sup>st</sup> and November 30<sup>th</sup> of each year which would include spouses of employees if insured by the District medical plan. The biometric screening would include the following tests:
  - a. Complete fasting lipid panel
  - b. Fasting blood glucose
  - c. Height and Weight measurements with body mass index analysis
  - d. Blood pressure

The testing can ~~also~~ be performed by a qualified laboratory or through a physician's office of the employee's choice in which case the services would be billed for as provided in the medical plan.

Proof of completion must be provided to the District by December 1<sup>st</sup>.

3. On a voluntary basis, employees and spouses in the WP are expected to make a good faith effort to attend scheduled wellness events sponsored by the District in an effort to improve their overall health.

### Non-compliance

When it is determined that an employee and spouse, if the employee's spouse is covered under the District's insurance, have not met the annual enrollment conditions, the employee will be notified by March 30<sup>th</sup> that they are disqualified and that their medical plan premium that should have been paid that year will be deducted from the employee's next paycheck. Where covered members, for documented medical reasons by a physician, are unable to complete the biometric portion of the enrollment process, they will not be penalized and subject to the higher contribution rate. This waiver would have to be requested and verified in writing annually.

### Confidentiality

As required by Federal law under HIPAA, no personally identifiable information will be provided to the District. This includes data from the HRA and the biometric testing. The District will receive summary data only that reflects the overall health profile of the employee base participating in the WP. The summary data will be used to develop programming that will support and promote the employee's efforts to improve their individual wellness. Members participating in the WP will have access to their individual results through the provider.

**COPLEY-FAIRLAWN HEALTHY INCENTIVES PLAN**

**TO QUALIFY FOR THE PROGRAM YOU MUST:**

1. Have a physical examination and turn in Personal Physician Certification prior to December 1.
2. Complete the online health assessment survey before November 30.
3. Be under physician's care for anyone of the following categories:
  - a. Body Mass Index over 30
  - b. Total Cholesterol Score over 240
  - c. Blood Pressure over 140/90

**WHAT IS A DEDUCTIBLE CREDIT?**

A deductible credit is an opportunity to decrease your Health Plan deductible from \$1000 as a single or \$2000 as a family to \$0!

**HOW THE DEDUCTIBLE CREDIT WORKS:**

Get a \$200.00 credit on your deductible for a single policy or a \$400.00 credit for a family policy for each of these categories:

1. Have a yearly physical and turn in the form as prescribed above by December 1.
2. Have a body mass index of under 30 or be under doctor's care for body mass index.
3. Have a total cholesterol score of under 240 or be under doctor's care for cholesterol.
4. Have blood pressure readings of 140/90 or less or be under doctor's care for blood pressure.
5. Be tobacco free for at least sixty (60) days or participate in a smoking cessation program.

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