AGREEMENT BETWEEN

THE TALLMADGE BOARD OF EDUCATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1

~~JUNE 30~~**JULY 1**, 202~~5~~**6** THROUGH JUNE ~~29~~**30**, 202~~6~~**7**

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AGREEMENT BETWEEN
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This agreement is effective the **1st** ~~30th~~ day of ~~June~~**July**, 202~~5~~**6**, by and between the Tallmadge Board of Education, hereinafter referred to as "Board," and the Service Employees International Union Local 1 and their officers, agents, and members, hereinafter referred to as "Union." Reference to Administration herein shall include all supervisors at all levels employed by the Tallmadge City School District.

ARTICLE 1 - CONDITIONS AND DURATION OF AGREEMENT

This agreement shall continue in full force and effect from the effective date hereof to and including June ~~29~~**30**, 202~~6~~**7**. The Board and the Union for the life of this agreement each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this agreement except when federal or state legislation makes it mandatory, or by mutual agreement.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. General Provisions Regarding Negotiation

1. The Board recognizes that the primary function of the Board and its staff is to assure each boy and girl attending its public schools the highest level of educational opportunities obtainable. The Board believes that high morale of the staff is essential if education of finest quality is to be achieved and that the interests of the educational program are best served when mutual understanding, cooperation, and communications exist among the Board, the administration, the instructional staff, and the non-instructional staff.

2. The Board shall at all times exercise its exclusive authority, as granted by law, to establish policy in all matters relative to the conduct of the public schools within its jurisdiction but assures the right of all members of the staff to contribute constructively their ideas without fear of reprisal.

3. The Board hereby directs that an orderly procedure for negotiations be established whereby the suggestions and recommendations of the staff can be communicated to the Board. In the furtherance of this stated policy, the Board shall recognize for purposes of negotiations those organizations which represent a majority of the staff members in the school district in each of the negotiating units. The organizations so recognized shall be the sole and exclusive negotiating agents for their respective units, during the length of this contract. Nothing contained therein shall abridge the right of individuals and minority organizations to the Board pursuant to established procedures; provided that

negotiations shall be conducted only with the recognized organization, in accordance with this procedure and ORC Section 4117.

4. The Board recognizes the school superintendent as its chief executive officer and the person to whom it looks for education leadership. It shall be the function of the superintendent, or his/her designated representatives, to meet in accordance with established procedure with representatives of the recognized organizations in an effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. The superintendent shall recommend to the Board the course of action on those matters mutually agreed upon and submitted for the Board's consideration.

B. Regulations for Implementing Professional Negotiations Procedure

1. Recognition

a. The Board recognizes the Union as exclusive bargaining representative in all matters pertaining to salaries, working conditions, and fringe benefits for all classified employees of the Tallmadge Board of Education.

b. Term of Recognition – Recognition of the Union as the sole and exclusive representative of members of the above defined bargaining unit shall be for the term of this contract without challenge as provided for in Section 4117 of the Ohio Revised Code and will continue thereafter until and/or unless a challenging employee organization is legally successful in gaining exclusive representation rights as provided in 4117 of the Ohio Revised Code.

c. Exclusions – Any employee in a supervisory position, having the right to effectively recommend disciplinary action of any other employee.

2. The Board will recognize the existence of one basic negotiations unit for the classified staff. Membership in the unit shall include all classified personnel, with the exception of the Treasurer, Assistant Treasurer, Secretary to the Treasurer, Secretaries to the Superintendent and Directors, and all supervisory personnel.

3. Those matters which shall be negotiable are: wages, hours, and terms and conditions of employment.

4. The Superintendent, or his/her designated representatives, and representatives of the Union shall cooperatively develop procedures for the orderly conduct of negotiations.

C. Procedures for Conducting Negotiations

1. Initial Meeting: A mutually convenient meeting date shall be set ~~no later than 75 days prior to the expiration of contract, unless all parties agree to a later date, to exchange proposals~~**by the parties prior to the expiration of the contract**. ~~Upon said~~**Once the** exchange of proposals **has taken place**, no issue shall be added to negotiations without the consent of the Superintendent and the representatives of the recognized union.

2. Rights of Minorities and Individuals: Individuals and minority organizations may present their views and recommendations in writing to the Superintendent (a copy is also to be submitted to the organization which would normally represent the unit involved) on or before June 15 of any year, provided that negotiations shall be conducted only with the recognized organization. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board of Education.

3. Negotiating Teams and Observers: The Board and the recognized organization shall be represented at all negotiation meetings by a team of negotiators, not to exceed six members each. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each team shall be authorized to admit no more than two observers at one time to such meetings. Such observers shall be without the right to speak or to otherwise comment to either party during said meeting. Negotiators and observers shall be identified at the beginning of each session.

4. Negotiation Meetings: The Superintendent, or his/her designated representatives, shall meet at reasonable times with representatives of the recognized organization for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

5. Caucus: Upon the request of either party, the negotiation meeting shall be recessed to permit the parties to caucus.

6. Exchange of Information: The parties agree to furnish each other, upon request and in reasonable time, all readily available information pertinent to the issues under negotiation.

7. Consultants: The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. Consultants may serve as a part of the negotiating team.

8. Agreement: If consensus is reached on those matters being negotiated, the

understanding of the parties shall be reduced to writing and submitted to the membership of the organization for ratification. If ratified, said written memorandum of understanding between the parties shall then be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. Ratification and approval must be based on the total package.

9. Disagreement: If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. The parties will share the mediator's cost equally. It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

10. Waiver of Negotiations During Term of Agreement: The Board and the Union, subject to the limitation of law, agree that after an agreement has been reached, both parties shall voluntarily waive, during the term of the agreement, the right to re-open negotiations unless agreeable to both parties.

11. Continuous Operation of the Schools: Both parties to this agreement recognize their responsibilities for the education of the children of the community. The parties accept their obligation to utilize all reasonable means to maintain the uninterrupted operations of schools.

12. Withholding of Dues: Upon written notification, the Board shall deduct from the pay of each member of the Union who has authorized such deduction, such dues as the Union's constitution and by-laws may provide. Authorized dues deductions will be made each pay period. The Board shall promptly transmit to the Union all monies withheld. Said payroll deductions shall be on a uniform basis and the decision to deduct or not to deduct shall be made only once per year by each employee. No dues deducted shall be utilized by the Union for any political action funds.

13. Dues Check-Off:

    A. Employees covered by this Agreement shall have the right to join or not join the Union. For employees who join the Union and provide written authorization for the Employer to withdraw dues, the Employer shall honor employee check-off authorizations and withhold dues from the employee's wages. Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Union will advise the Employer if and when an employee's

written authorization is no longer in effect. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

B. The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

C. The Union shall, upon request of the Employer, provide the monthly dues contribution rate for each member of the Union within the bargaining unit.

D. The Union hereby indemnifies the Employer against any and all claims, demands, suits, and any and all other forms of liability which may arise by reason of the Employer's action, in deducting and forwarding Union dues, initiation fees, and/or assessments pursuant to this provision.

14. Upon receipt of a properly executed SEIU Local 1 form(s) authorizing the deduction of political contributions, signed by the member/employee, the Board shall deduct from the member's payroll a deduction for political contributions and remit the same to the Union in a timely manner.

15. Conference and Union Activities: The Board shall authorize up to a total of eight (8) days with pay for the entire bargaining unit of regularly-scheduled hours on a scheduled workday per year for members of the Union selected to serve on programs, to attend trainings or conferences, or in any official capacity at Union meetings. Additional days beyond the eight (8) days may be authorized to members elected or selected to serve as officers or delegates to the Service Employees International Union, Local 1, the Council of Ohio School Unions, the Ohio AFL-CIO, or any legitimate labor group, to which the Union is affiliated. Requests for such authorized leave shall be made to the Chief Operating Officer or Superintendent's Designee.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Grievance Provision

The Board recognizes that in the interest of effective personnel management, a

procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair consideration of their grievances.

B. Grievance Defined

A grievance is a written complaint alleging a breach of this contract between the Board and the recognized employee organization.

C. Party in Interest

The party in interest is the employee, a group of employees who individually submit grievances, or the Union. The Union shall only have the right to submit a grievance on behalf of an employee(s) if the employee(s) in interest agree that the Union may file a grievance in the name of the Union on his or her behalf.

D. Grievance Procedure

1. Step One: Informal conference with the Building Principal or immediate supervisor regarding the problem.

    a. An employee shall request a conference with his/her Building Principal or immediate supervisor within ten (10) working days after the employee knew or should have known of the existence of the problem.

    b. A conference to discuss the problem will be scheduled within five (5) working days after it has been requested. At this conference, both parties shall make a sincere effort to resolve the problem.

2. Step Two: Formal investigation and review by the Building Principal or immediate supervisor.

    a. If the grievant is not satisfied with the results of the informal procedure, the grievant may request, in writing, a formal review and investigation by the Building Principal or immediate supervisor.

    b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written grievance.

    c. A conference will be held with the employee and other interested parties invited by either participant at which time all parties may present information relative to the problem under study. The employee may invite a union representative to help prepare and present information at this hearing. Several conferences may be scheduled by mutual agreement to review all information and circumstances.

    d. This review will be completed and the decision communicated in writing to the parties involved in the proceedings within ten (10) working days after the final conference.

e. The employee may appeal the Building Principal or immediate supervisor's decision to the Superintendent within five (5) working days of the receipt of the decision.

3. Step Three: Formal investigation and review by Superintendent.

a. The grievant requests, in writing, a review and investigation by the Superintendent.

b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written appeal.

c. A conference will be held with the employee and other interested parties invited by either participant at which time all parties may present information relative to the problem under study. The employee may invite a union representative to help prepare and present information at this hearing. Several conferences may be scheduled by mutual agreement to review all information and circumstances.

d. This review will be completed and the decision communicated in writing to the parties involved in the proceedings within ten (10) working days after the final conference.

e. The employee may appeal the Superintendent's decision to the Board of Education within five (5) working days of the decision.

4. Step Four: Review by Board of Education.

a. The grievant submits a written request to the Board for a review of the decision, stating his/her points of disagreement with the decision. The Board will review all records of the proceedings and may confer with the parties involved. Such conferences shall be informal and in closed session. The Board may establish a committee of the Board to carry out the provisions of this section.

b. If the employee so desires, the Union shall be notified in writing of the appeal and given an opportunity to represent the employee or to present a written statement to the Board within ten (10) days of the written appeal.

c. The Board shall address the issue at its next regularly scheduled meeting with at least forty-eight (48) hours written notice to the Treasurer or Board President.

d. The Board shall render a decision at the following next regularly scheduled meeting, with notice in writing to the employee within five (5) working days after said meeting.

e. The employee may appeal the decision and request that the grievance be submitted to an arbitrator as set forth below.

5. Step Five: Binding Arbitration

a. If the grievant is not satisfied with the Board's decision, the Union shall determine whether to refer the grievance to an arbitrator. If the Union decides to refer the grievance to an arbitrator, the Union shall give written notice to the President of the Board, with copies distributed to the Superintendent and Treasurer of the Board. The written notice shall be submitted within thirty (30) calendar days after the Board's decision under Step Four.

b. The arbitrator shall be chosen from a list provided by the Federal Mediation and Conciliation Service (FMCS) of seven (7) arbitrators. Either party can request a second list. Selection shall be by alternate strike. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on both the Board and the Union as to a grievance involving a provision of this Agreement.

c. The arbitrator shall have the right and authority to interpret the provisions of the Contract, but the arbitrator shall not have authority to add to, subtract from, modify, change or alter the Contract.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determination or to exceed the remedy demand.

ARTICLE 4 - PERSONNEL APPOINTMENT

A. Salary Schedule

1. Individuals hired by the Board may receive up to a maximum of seven (7) years credit on the salary schedule for prior work experience with the board or for comparable outside work experience after input from the Union. The determination of the Board will be final and not subject to challenge by grievance or otherwise.

2. Regardless of an individual's combined prior substitute and/or work experience, no new hire shall receive more than seven (7) years' credit on the salary schedule.

3. All classified employees with less than one (1) year of service shall be evaluated by their immediate supervisor and/or the building principal at least two (2) times

during the school year. After one year of service, all classified employees will be evaluated annually.

4. Each employee shall have the opportunity, upon request to the Director of Business (or COO) and after arranging a suitable appointment, to review the contents of his/her personnel file, excluding pre-employment information supplied by the administration as confidential. The employee may have a representative of the Union present while he/she reviews his/her file.

   An employee will be permitted to place in the personnel file his/her response to any correspondence which he/she feels is unjust concerning his/her work performance. The employee will be furnished a copy of any correspondence relating to his/her work performance which is to be placed in the employee's personnel file.

B. Posting of Positions

1. When a job vacancy occurs, notice of the job vacancy shall be given to the local union steward not less than five (5) workdays before the Board fills the vacancy. The notice shall include: the job vacancy, pay classification, and the proposed starting date. Vacancies posted for "Special Needs Aide/Paraprofessional" positions, will also include the location of the initial assignment, a general description of the need level(s) of the students in that assignment (if known at the time of posting) and information pertaining to the primary responsibilities of that assignment.

2. Filling of Positions. Employees interested in a vacancy within their classification shall submit their applications in writing to the office of the Director of Business (or COO) on or before the deadline listed in the posted notice. Positions will be filled first from internal applicants within the classification before seeking internal candidates outside the classification or external candidates.

   The final decision will be based on selecting the best qualified person for the position.

C. Work Schedules

1. The normal work week shall be from Monday through Friday of each week. The normal daily schedule shall be eight (8) hours on each of the five (5) days in the normal work week, excluding lunch time. With the approval of the Director of Business (or COO), summer hours for twelve-month employees may be adjusted to a four day work week. In such cases, overtime will be calculated on forty (40) hours per week only.

2. Time schedules for opening and closing of offices shall be fixed by the Superintendent.

3. a. All assigned duties beyond eight (8) hours per day and/or forty (40) hours per week shall be compensated by either compensatory time off at the rate of time-and-one-half or by payment at the rate of time-and-one-half. The employee may request either form of compensation and his/her choice shall be subject to the approval of the administrator in charge. The use of earned compensatory time will not be unreasonably restricted.

   i. Employees may accumulate up to a maximum of 90 hours of Compensatory Time-Off. Employees will use Compensatory Time-Off as time-off while employed by the District. Unused Compensatory Time-Off at time of separation of employment will be paid at final rate of pay.

   b. No overtime work shall be permitted unless approved, in advance, by the Director of Business (or COO), Building Principal, or the Superintendent, or other appropriate administrative supervisor.

   c. Except where overtime is assigned because of a specific need or directly related to the skill of the employee, overtime in each building will be first offered to the custodial employee(s) in the building where the overtime occurs. If none of the custodians in that building wants the overtime, it will be offered to other building custodians in the District, then to the maintenance employees. A substitute custodian may be employed if coverage is not available internally.

   If an absence is expected to last longer than 2 weeks and no internal employee is able to fill-in for the duration of the absence, a substitute may be employed to cover the absence.

   A Head Custodian absent from duty shall be replaced with a substitute possessing a valid boiler operator's license or low-pressure boiler training completion certificate, if possible.

   d. Overtime records shall be posted on a bulletin board in an area available to all employees and shall be brought current each pay period. Scheduled overtime in each building shall be first offered to the employee with the lowest number of overtime hours. Refused hours will be charged as hours worked. The next employee with the lowest number of hours will be offered the overtime. Falsification of overtime records by an employee is subject to discipline.

   e. In the event overtime is not accepted by the appropriate employee(s), the Director of Business (or COO), Building Principal, or the Superintendent shall schedule those employee(s) having the least total number of overtime hours to date.

   f. Hours worked on building checks or emergency call-ins will be included in the overtime schedule. Overtime will be equalized as agreed to at a

later date.

4. No overtime work shall be permitted unless approved, in advance, by the Director of Business (or COO), Building Principal, or the Superintendent. Except where overtime is assigned because of a specific need or directly related to the skill of the employee, an attempt will be made to equalize overtime within the custodial maintenance departments.

5. No employee shall be held responsible for the non-performance of any task that is left undone because of the lack of proper tools, equipment, or supplies. It shall be the responsibility of the employee to promptly notify his immediate superior of the lack of proper tools to perform the job. Final determination of what is or is not proper tools, equipment, or supplies shall rest with the Board and the administration.

6. Any custodial, maintenance, food service, secretarial, mechanical and/or assistant mechanical employee who is required to report back to work for an emergency situation after the close of his/her shift and he/she has left the premises, or on any day that is not a regular workday, shall be paid a minimum show-up time of three (3) hours. This minimum time does not apply to overtime worked for scheduled activity assignments.

7. The Board reserves the right to schedule employees within their assigned job classification(s).

8. At the direction and discretion of the Director of Business (or COO), a custodian may be required to check a building on Saturdays, Sundays and/or holidays and, if said employee is so required, he/she will receive two (2) hours pay at the appropriate rate.

9. Any employee called in to work for an emergency, meaning they weren't previously scheduled to work at that time, on a Sunday or a contract Holiday, shall be paid double time for all hours compensated for that day.

D. Seniority

1. "Classification Seniority" as used in Article 4 is defined as an individual's total continuous full-time service with the Board in that employee's classification. "District Seniority" as used in Article 4 is defined as an individual's total continuous full-time services with the Board regardless of that employee's classification.

2. For those individuals presently employed by the Board, individual seniority date(s) shall be agreed upon by the parties. The Board shall provide a seniority list not later than January 31 of each contract year.

3. Those individuals hired after December 31, 1991, for full-time positions, shall be considered probationary employees and not have a seniority date for one hundred

eighty (180) days after their date of hire. Upon satisfactory completion of the probationary period, the individual's seniority date shall include the above 180 days

E. Layoff

1. Layoff shall be pursuant to Civil Service laws and regulations with the following modifications:

a. Cross-category bumping: Any laid off employee seeking to displace a less senior employee in a classification series in which they were previously employed must meet the following criteria:

(1) They are qualified to assume the duties of the new position;

(2) They have been employed in the particular classification they seek or a position higher in the classification series within the last five (5) years.

b. Special Needs Aide/Paraprofessional: Special Needs Aide/Paraprofessional positions may be immediately reduced by the Board when a disabled student or students to whom a Special Needs Aide/Paraprofessional is assigned, cease to attend in the District, graduate, are deemed no longer in need of Special Needs Aide/Paraprofessional assistance per the IEP team, or are otherwise unavailable to access such services. The layoff provisions of the Civil Service Law, Revised Code Chapter 124 are modified and expressly superseded with respect to the position of Special Needs Aide/Paraprofessional to the extent that if a displaced Special Needs Aide applies to bump the least senior Special Needs Aide/Paraprofessional, the Administration retains the right to make the reassignment and/or prevent such bumping in the best interests of the disabled student(s) affected based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans. Such a determination by the Administration will not be arbitrary or capricious. Special Needs Aides/Paraprofessionals who either do not apply to bump into another Special Needs position or who are otherwise displaced from the Special Needs Aide/Paraprofessional classification as the result of a layoff will be given the opportunity to pursue displacement rights which otherwise exist under this contract and/or to fill the next available Special Needs Aide/Paraprofessional position which becomes available and for which they are qualified and compatible based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans.

c. Aide Classifications: For purposes of layoff and bumping, the following hierarchy of positions will apply:

(1) Special Needs Aide/Paraprofessional. Those aides whose position is concerned with providing classroom support services to students with disabilities under IDEA or Section 504 whether through the specific terms of an IEP or 504 Accommodation Plan or otherwise, such as in the case of an inclusion classroom, etc.

(2) Educational Aide/Paraprofessional (instructional)

(3) General Aide/Paraprofessional. Office aides and Library Aides.

(4) Student Monitor Aide. Those aides whose primary function is providing monitoring and/or supervision of students in either non-structured or non-classroom settings: Playground Monitor, Lunchroom Monitor, Hall Monitor, Bus Monitor, Study Hall Monitor.

F. Position Responsibilities, Job Descriptions and Professional Development

1. Bargaining unit members should communicate directly with their immediate supervisor concerning any questions or uncertainties relating to the appropriate performance of job duties for a given position.

2. Bargaining unit members will be provided with a copy of their current job description upon request.

3. For 11-month employees (Food Service and Paraprofessionals), 2 paid PD days will be added to the work schedule and will be observed before the beginning of the school year. There shall be two (2) exam days at Tallmadge High School which shall be observed at half (1/2) days for paraprofessionals.

The training will be scheduled and developed for each classification in cooperation with the employees, Director of Student Services, COO, and Principals. The schedule and training plan will be provided to staff at the beginning of each school year.

G. Disciplinary Procedures

1. Right to Representation

A member of the bargaining unit shall have the right to be represented by a Union representative of his/her choice at any conference with an administrator which he/she reasonably may result in disciplinary action. However, a disciplinary conference shall not be unreasonably delayed due to the unavailability of a specific Union representative.

2. Disciplinary Responses

No employee shall be disciplined without good cause. Disciplinary responses shall be commensurate with the employee's offense, and progressive discipline will be followed. However, parties fully recognize that more serious offenses may be dealt with by appropriate disciplinary action up to and including termination depending upon the nature and severity of the misconduct.

Disciplinary responses available to the Board include verbal or written reprimands, demotion, suspensions and termination. Terminations will be in accordance with Ohio Revised Code Section 3319.081. Disciplinary measures may be repeated depending on the circumstances of the infraction.

3. Due Process

For disciplinary measures beyond verbal reprimand, employees shall be provided with notice of allegations prior to a scheduled meeting and an opportunity to be heard prior to the imposition of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions as provided in this agreement.

4. Privacy of Proceedings

Disciplinary actions shall be administered privately in the presence of appropriate personnel.

H. Appeals of Disciplinary Terminations

Board action terminating employees for cause shall be appealed exclusively to the Court of Common Pleas in accordance with Ohio Revised Code Section 3319.081. This appeal process shall replace and supersede any right to appeal to the Tallmadge Civil Service Commission.

For all other disciplinary action beyond written reprimand (demotions and suspensions), employees may utilize the Grievance Procedure set forth in Article 3.

I. New Hires

The Union steward shall be granted thirty (30) minutes on the clock to orientate the new hire(s) to the Union.

New hires shall be provided with an orientation by Administration personnel within their first (1st) week of employment. The orientation shall consist of, but not limited to, a current job description, district policies, personnel policies, timekeeping systems training, and job training.

ARTICLE 5 - FRINGE BENEFITS

A. Hospitalization- Life Insurance- Dental Insurance

1. Hospitalization:

The Board of Education shall provide part of the cost of hospitalization, surgical, and major medical insurance to classified employees under the Board approved group insurance programs as set forth in Appendix "A," and Appendix "B", according to the following provision:

a. Hospitalization, surgical, and major medical insurance will be paid by the Board of Education for full time employees, i.e., all eight (8) hour a day, 190 or more scheduled day (including holidays) employees working forty (40) hours per week as set forth below. Vision coverage, through VSP, will also be provided to those eligible employees receiving hospitalization, surgical, and major medical insurance from the Board and upon the same basis (i.e., an employee with "single" medical insurance coverage will likewise be provided single vision coverage; an employee taking "family" medical coverage will be provided family vision coverage).

Effective July 1, 2022 eighty-seven percent (86%) Board paid.
Effective January 1, 2023 eighty-five percent (85%) Board paid.

To the extent allowable, the employee's contribution will be automatically deducted via payroll on a pre-tax basis. No Section 115 plan administrative costs will be incurred by the employee to withhold this premium share pre-tax.

b. Part Time Employees: The Board will pay seventy-five percent (75%) of the cost of premium of the Board plan (medical and/or dental) selected by all other employees. All bargaining unit members employed as of July 1, 2007, will retain the right to access coverage as set forth herein; however, anyone hired after July 1, 2007, must be full time in order to be eligible to access coverage under the Board plan(s).

c. Flex-Pro

A flexible spending plan administered by North Coast Administrators, Inc. will be available for specific eligible expenses using pre-tax dollars. Open enrollment for this benefit occurs every November. Effective with the beginning of the 2017-2018 contract year, bargaining unit members will not be charged a fee for participation in the flexible spending plan.

Open Enrollment will occur every November.

2. Life Insurance:

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio Group Term Life insurance for each full-time classified employee in the amount of thirty-thousand dollars ($30,000) plus an equal amount of accidental death and dismemberment coverage. Bargaining unit members may purchase additional term life insurance at the group rate, in $10,000 increments, up to a maximum of $50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. Dependent life insurance coverage will be made available to employees at a flat rate.

3. Comprehensive Dental Insurance:

The Board of Education shall provide all or part of the cost of family dental insurance to classified employees under the Board approved dental insurance program as set forth in Appendix "A," according to the following provisions**.**

a. Subject to the Employee Dental Insurance Premium Share set forth below, dental insurance will be paid by the Board of Education for full time employees, i.e., all eight (8) hour a day, 190 or more scheduled day (including holidays) employees working forty (40) hours per week.

b. Part Time Employees: The Board will pay seventy-five percent (75%) of the cost of premium of the Board plan selected by all other employees. All bargaining unit members employed as of July 1, 2007, will retain the right to access coverage as set forth herein; however, anyone hired after July 1, 2007, must be full time in order to be eligible to access coverage under the Board plan(s). Eligible part-time employees (i.e., employed as of July 1, 2007) will not be charged the additional premium share set forth below.

c. Employee Dental Insurance Premium Share

A dental premium share will be assessed to full-time employees as follows:

Effective July 1, 2022 eighty-seven percent (86%) Board paid.
Effective January 1, 2023 eighty-five percent (85%) Board paid.

This contribution will be automatically deducted via payroll on a pre-tax basis. No Section 125 plan administrative costs will be incurred by the employee to withhold this premium share pre-tax.

Open Enrollment will occur every November.

4. <u>COMPREHENSIVE WELLNESS INITIATIVE 2010-2011</u>

Beginning with the 2010-2011 contract year, a voluntary employee wellness program will be implemented. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual, encourage modifications of his or her health status, and enhance his or her personal well-being and productivity, with a goal of preventing injury and illness. The program will include the following provisions:

A. An annual voluntary on-site biometrics screening provided at no cost to the employee. The on-site screening shall provide confidential employee information in five (5) key wellness categories.

1. Health risk assessment
2. Non-smoker or participation in a smoking cessation program
3. Low-density Li-protein (LDL)/High-density Li-protein (HDL)- Cholesterol
4. (BMI) Body-Mass Index
5. Blood Pressure

B. Effective January 1, 2011, employees who voluntarily participate in the annual on-site biometric screening will also have the opportunity to earn Deductible Credits. Deductible Credits are defined as discounted units to be applied directly against the major medical plan deductible. Each credit shall be worth $80 for single enrollees and $160 for family enrollees. All credits shall be applied against the top of the deductible (e.g.., reducing the in-network deductible from $500 to $100 per single and from $1,000 to $200 per family and out-of-network deductible from $600 to $200 per single and $1,200 to $400 per family). A maximum of five (5) credit units can be applied in any one calendar year period. Deductible Credits are non-transferable and are only applicable against claims incurred during the same calendar year.

Deductible Credit shall be awarded for 1) meeting or exceeding the established biometric target or targeted improvement metrics from the prior year's results. (Deductible Credits for the year shall be based on scores from the Fall biometrics screening.) or, 2) by being under a doctor's care for condition.

Employees unable to reasonably meet the established improvement metrics or target score due to a physician's documented medical condition or chronic illness will receive the established Deductible Credit. (See Appendix K for Wellness Illustration).

C. It is the intent of the parties that the increase in deductibles is tied to the ability of bargaining unit members to earn credits to buy down the deductibles as stated herein. If bargaining unit members lose the ability to earn credits to buy down the deductibles as stated herein, the deductibles (i.e. the program is discontinued, etc.) shall go back to $100

single and $200 family in-network and out-of-network to $200 single and $400 family.

D. Family members may voluntarily participate in any of the screenings. Their scores shall not be considered in the deductible credits.

B. Medical Insurance Plan-Employee and Dependents:

Employee health, prescription drug and dental benefits shall be provided as set forth in Appendix "A."

Apex will act as the Third Party Administrator and oversee the paying of all insurance claims for Summa Care.

Aultra will act as the Third Party Administrator and oversee the paying of all insurance claims for Medical Mutual.

C. Holidays

July 4, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, one (1) extra day during the Christmas vacation, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, and Juneteenth. These days apply to eleven (11) or twelve (12)-month employees only.

For employees working less than eleven (11) months: Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Presidents Day, Good Friday, and Memorial Day.

For employees working less than eleven months (11) months, if they are scheduled for work immediately before and/or immediately after Juneteenth and/or the 4th of July, then Juneteenth and/or the 4th of July shall also be a holiday.

Temporary employees, substitutes and/or summer help shall not be eligible for holiday pay.

An employee is entitled to pay for the holidays listed, provided he/she accrued earnings on the next preceding and next following scheduled work days before and after such holiday, or was properly excused from attendance at work on either or both of those days.

If any holiday falls on a Saturday or a Sunday, the employee shall be given either the previous Friday or the following Monday off at the discretion of the Board of Education. If any employee is required to work on any holiday, he/she shall either be paid at the rate of one-and-one-half (1½) times his/her hourly equivalent or be granted compensatory time off at the rate of one-and-one-half (1½) times his/her regular hours at the discretion of the Director of Business (or COO). Such time shall be in addition to the holiday pay.

For the holidays set forth above not strictly set forth by statute, to-wit: the Friday following Thanksgiving Day, the one extra day during Christmas vacation, and Good Friday; the Board shall retain the right to change the school calendar and these designated holidays due to emergency situations. In no event, however, will the actual number of holidays be reduced during any one given school year.

Employees who agree to work on a listed holiday for regular pay may "trade" that day for a personal holiday. Such a personal holiday may be taken by the employee with two weeks' notice at any time during the summer break (i.e., following the last teacher day in the spring and before the first teacher day in the fall). All other dates for the use of a personal holiday must be with prior approval of the Director of Business (or COO). The Director of Business (or COO) retains the right to limit the use of personal holidays to one per classification per building per day.

D. Vacations

Each new full-time, 12 month, classified employee shall receive a week (5 days) of vacation following the end of his/her probationary period (180 calendar days). Thereafter, each full-time 12 month classified employee, after service of one calendar year with the Board of Education, shall be entitled, during each year thereafter, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays. Employees continuing in the employ of the Board for six (6) or more years of service shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks. Employees with eight (8) or more years of service shall be entitled to vacation leave with full pay in the following amounts, excluding holidays:

1.	8 years	--	3 weeks and 1 day
2.	10 years	--	3 weeks and 2 days
3.	12 years	--	3 weeks and 3 days
4.	14 years	--	3 weeks and 4 days
5.	15 years	--	4 weeks
6.	20 years	--	5 weeks

Custodians may take up to two weeks of their earned vacation during the time school is in session, but not more than two custodians at a time in the system.

Bargaining unit members moving from part-time to full-time employment will receive percentage vacation credit based on hours worked in the Tallmadge City Schools (i.e., actual hours worked divided by 2,080 hours, converted to a yearly figure to be rounded up if over half a day or rounded down if under half a day).

Only two weeks of vacation may be carried over, unless prior approval is obtained from the Superintendent/designee. Employees with four (4) or more weeks of vacation may substitute pay for a maximum of two weeks of vacation per year. Payment will be made through payroll within thirty (30) days of an employee's request for substitution of pay and verification from the Treasurer's office.

All vacations must have the approval of the Superintendent/designee.

Upon separation from employment, any accrued and unused vacation time shall be paid to the employee in accordance with the Ohio Revised Code Section 3319.084 within two (2) pay periods.

E. Mileage

All classified personnel shall be paid mileage at the IRS rate per mile for authorized use of private vehicle used to conduct school business.

F. Severance Pay

1. Employees of the Tallmadge Board of Education, upon retirement from active service under the provisions of the appropriate public employees retirement system, shall receive severance pay equal to one-fourth of his/her accumulated sick leave days up to a maximum of seventy (70) days. Said payment shall be based on the highest annual per diem rate of pay to which Ohio sick leave credit was earned.

2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the appropriate system that the first check has been cashed; provided, however, that the retirement be effected within one year from the 1st active service.

3. The above payments shall be exempt from deductions, except as provided by law.

4. Employees shall receive his/her severance pay within three (3) months after the effective date of retirement.

5. Substitute Compensation

   a. When custodians substitute for head custodians or maintenance personnel, they shall be paid the higher rate starting with the first (1st) day of substituting in any school year.

   b. When assistant cooks substitute for managers, they shall be paid the manager's rate starting with the first (1st) day of substituting in any school year.

   c. When non-instructional paraprofessionals substitute for educational paraprofessionals, they shall be paid the higher rate starting with the first (1st) day of substituting in any school year.

   d. When any person substitutes as set forth in paragraph a**,** b, or c above, he/she shall move laterally to his/her step on the other scale and will be compensated for hours worked at that rate of pay. Said hours to be

worked shall be the usual and normal number of hours worked by the employee being replaced.

G. "Pick-Up" of Employee's Contribution to the School Employees Retirement System

1. The Treasurer will contribute to the School Employees Retirement System of Ohio (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution, in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.

2. The total annual salary and salary per pay period for each employee shall be the salary otherwise payable under their contracts. The total annual salary per pay period of each employee shall be payable by the Board 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 SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the 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 pick-up for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including pick-up 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 Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

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

5. The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

6. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after January 1, 1984.

a. Aides and/or paraprofessionals assigned to field trips who are required to work beyond regular hours as a result of that assignment will be paid for all hours actually worked. Employees who are asked to attend as chaperones on such trips will be paid their regular shift pay, plus their proportionate share of any available stipend paid for such trip.

H. Violations of Drug/Alcohol Abuse Policy

Subject to the following conditions, an employee testing positive for any chemical, drug, or alcohol abuse shall immediately be placed on an unpaid leave of absence not to exceed three (3) months.

1. An employee involved in an accident where any bodily injury, and/or more than minor property damage is involved and the employee tests positive for any chemical, drug or alcohol abuse in a post-accident test, the employee shall have his/her employment terminated.

2. An employee who successfully completes rehabilitation directed by the M.R.O. may be returned to his/her previous job, or a similar job, within the aforementioned three (3) month period at the discretion of the Board.

3. An employee who does not successfully complete rehabilitation as directed by the M.R.O. within the three (3) month period shall have his/her employment terminated.

4. An employee testing positive for any chemical, drug, or alcohol abuse a second time during his/her employment shall have his/her employment terminated.

ARTICLE 6 - LEAVES OF ABSENCE

A. Length of Leave of Absence

Leaves of absence shall not be granted for more than one year or for no longer than the remainder of the school year when requests are presented after the school year has begun. However, an additional request for extension of any additional year of leave of absence may be considered.

B. Special Leave

Each employee shall be entitled to three (3) days of absence, with pay, each school year (non-cumulative) for the purpose of transacting personal business of a nature that cannot be conducted on a weekend, outside the workday, and/or during extended break periods. Personal leave days may be used in one-quarter (1/4) increments.

If the date is known, a bargaining unit member must submit notice through the District's electronic reporting system (currently Frontline) at least three (3) workdays in advance

of his/her intention to take such leave, unless the leave pertains to one of the five (5) listed circumstances set forth below in which case the employee must also submit the completed form for that purpose (Appendix B) at that time.

Should the employee fail to submit timely notice, prior approval of the Principal is required except in emergency situations. Emergencies are those situations that cannot reasonably be anticipated. In those emergency situations, when a bargaining unit member is absent for personal reasons, a report of such absence, signed by the bargaining unit member and his/her Principal, shall be filed with the Superintendent or his/her designee on the morning of the bargaining unit member's return. Such a report shall contain a certification by the bargaining unit member that his/her absence was not in violation of this provision. Otherwise, in non-emergency circumstances, the employee's prior submitted notice will serve as certification that personal leave is being utilized for the reasons permitted.

Authorized use of personal leave shall not include the seeking of or participation in gainful employment nor for the participation or assistance in any strike or strike-related activity within or outside the District.

In all non-emergency circumstances, it is the responsibility of the administration to process timely filed applications for response. Failure of the administration to approve or deny the personal leave prior to the date of leave for a timely filed application will result in the administration's inability to deny the leave, assuming such leave is not taken for the unauthorized reasons set forth above.

The filing of a false statement/notice by a bargaining unit member shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable depending on the circumstances, including, but not limited to, denial of pay for the day taken.

Personal Leave on the following days shall be only after the approval of the Superintendent or his/her designee, except in emergency situations when only notification is required:

1. Two (2) days in succession;
2. The school day preceding or following a day (or days) when school is closed for holidays;
3. The first and last weeks of school;
4. Professional Development Days;
5. On any date wherein the request for leave comes after previously granted Personal Leave exceeds 10% in the employee's building or 5% on any date in August or May.

If the Personal Leave day is to be taken on one of the five (5) situations listed (first/last week of school, etc.), the employee must obtain prior approval from the Superintendent.

The Superintendent may authorize additional paid or unpaid days for justifiable reasons, including religious holidays observed on a school day. The reason for such requests will be stated in writing. There should be no expectation that unpaid days shall be authorized.

Any unused special leave will be added to an employee's accumulated Sick Leave at the end of each school year.

C. Family Medical Leave Act

The parties adopt the Family Medical Leave Act (FMLA) by reference. The FMLA, as amended, and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. 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 twelve (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.

All other existing insurances (i.e. Insurances not required under F.M.L.A.) shall be maintained subject to availability of such insurances from the insurance provider company. The employer shall exhaust all accrued sick leave as part of the twelve week F.M.L.A. Period.

Seniority shall accumulate during the twelve week F.M.L.A. period. Sick leave and/or vacation entitlements shall accrue during the twelve week F.M.L.A. period on a pro-rata basis paid to unpaid leave (e.g., 4 weeks of paid sick leave plus 8 weeks of F.M.L.A. leave-meets the required twelve week F.M.L.A. period and would entitle the employee to accumulate one-third (⅓) of the employee's regular sick leave and/or vacation entitlements**).**

Upon return from a F.M.L.A. leave, an employee will normally be returned to the employee's prior assignment and wage to which the employee would have received had the employee not taken a leave. The Board may, at its discretion, assign returning employees to a new work site after meeting and discussing the reasons for the assignment with the employee. Notwithstanding, bus drivers returning from a F.M.L.A. leave shall be returned to a position per the parties' past practice.

D. Jury Duty/Court Leave

1. Any employee who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the employee. An employee receiving notice to appear for jury duty shall notify the Superintendent as far in advance of the absence as possible, utilizing the special leave form.

2. If an employee is subpoenaed by the Board to serve as a witness in a court

action, or if an employee is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to an employee filing suit against the Board, or against one or more of its employees. A member of the bargaining unit receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the special leave form.

E. Absenteeism

1. The parties acknowledge and agree that regular attendance by bargaining unit members is essential to the operation of the District. It is the responsibility of every bargaining unit member to either be in attendance on the job or to be in an appropriate authorized leave status.

2. The misuse and/or abuse of leave by bargaining unit members is grounds for disciplinary action. Instances of pattern and/or excessive absenteeism will be investigated and, where substantiated, made a part of the evaluation process and/or result in appropriate disciplinary action up to and including termination.

F. Deduct Days

1. Bargaining unit members may request deduct days by filing the appropriate form with the Superintendent/designee.

2. Nothing in this Article or Agreement shall be construed so as to create an expectation that "deduct" days will be granted to any bargaining unit member who has exhausted all sick leave and advancements and who is not in any other authorized leave status, nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence up to and including termination.

ARTICLE 7 - COMPENSATION

A. Hourly Wage Schedule (see Classified Pay Grid)

~~It is understood by the parties that some steps include vertical movement but may not result in a wage increase.~~

In order for the employee to be eligible to receive the $650 Intensive Care Stipend, the employee must work the majority of the school year (100 days or more) serving students in the moderate intensive program or the behavioral support program.

B. Direct Deposit and Pay Periods

All employees are required to have his/her pay electronically deposited into a financial institution for which direct deposit is available. All employees will receive compensation over 24 pay periods per year.

C. Wage Schedules

	TALLMADGE CITY SCHOOLS CLASSIFIED PAY GRID										
		School Sec	Para Inst	Para Non-Inst	Custodian	Head Custodian	Maint	Cleaner	Cooks	Head Cook	Asst LR Manager
	Steps	6.25%	3.00%	3.00%	1.50%	1.50%	3.00%		3.00%	1.50%	
	0	$17.00	$17.77	$15.97	$ 17.76	$ 21.36	$20.03	$16.61	$15.45	$17.51	$ 15.88
	1	$17.34	$18.13	$16.28	$ 18.07	$ 21.70	$20.49	$16.91	$15.76	$17.86	$ 16.20
	2	$17.68	$18.48	$16.60	$ 18.39	$ 22.04	$20.93	$17.24	$16.08	$18.22	$ 16.53
	3	$18.01	$18.83	$16.92	$ 18.71	$ 22.38	$21.38	$17.55	$16.40	$18.59	$ 16.86
	4	$18.36	$19.19	$17.24	$ 19.03	$ 22.73	$21.84	$17.87	$16.72	$18.95	$ 17.19
	5	$18.70	$19.54	$17.56	$ 19.36	$ 23.07	$22.29	$18.19	$17.03	$19.31	$ 17.51
	6	$19.04	$19.90	$17.88	$ 19.67	$ 23.41	$22.74	$18.51	$17.35	$19.66	$ 17.83
	7	$19.37	$20.25	$18.19	$ 20.00	$ 23.74	$23.19	$18.83	$17.66	$20.03	$ 18.16
	8	$19.72	$20.61	$18.52	$ 20.30	$ 24.09	$23.64	$19.14	$17.97	$20.38	$ 18.48
	9	$20.06	$20.97	$18.84	$ 20.62	$ 24.43	$24.09	$19.46	$18.29	$20.74	$ 18.81
	10	$20.40	$21.32	$19.16	$ 20.95	$ 24.78	$24.54	$19.79	$18.62	$21.09	$ 19.14
	11	$20.74	$21.67	$19.48	$ 21.26	$ 25.12	$24.99	$20.09	$18.92	$21.46	$ 19.46
	12	$21.08	$22.03	$19.80	$ 21.59	$ 25.46	$25.44	$20.42	$19.25	$21.82	$ 19.79
	13	$21.42	$22.39	$20.12	$ 21.90	$ 25.79	$25.89	$20.74	$19.57	$22.18	$ 20.11
Longevity	15	$21.75	$22.73	$20.44	$ 22.23	$ 26.14	$26.35	$21.06	$19.89	$22.53	$ 20.44
Longevity	18	$22.10	$23.09	$20.75	$ 22.55	$ 26.48	$26.79	$21.38	$20.20	$22.89	$ 20.76
Longevity	23	$22.44	$23.45	$21.07	$ 22.86	$ 26.83	$27.24	$21.69	$20.52	$23.25	$ 21.09
Longevity	27	$22.78	$23.81	$21.39	$ 23.18	$ 27.17	$27.70	$22.01	$20.84	$23.62	$ 21.42
Longevity	30	$23.11	$24.15	$21.70	$ 23.50	$ 27.52	$28.14	$22.32	$21.15	$23.97	$ 21.74
Premium Freeze/Holiday(2 Years):		YES	NO	NO	YES	YES	YES	NO	NO	YES	YES
Elementary Head Cook will receive a $1.50 p/h increase in addition to the 1.5% increase for one (1) year.											

C. Wage Schedules, Cont'd

1. Paraprofessionals

i. All educational (instructional) paraprofessionals employed by the Board must:

a. Complete at least two (2) years of study at an institution of higher education; or

b. Obtain an associate's degree or higher degree; or

c. Pass the formal State academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses: (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or (2) knowledge of, and the ability to assist in instructing,

reading readiness, writing readiness, and mathematics readiness, as appropriate.

ii. In order to assist those current educational paraprofessionals who do not yet meet the above criteria to complete this educational requirement, the Board shall continue to offer training opportunities to said employees to assist them in preparing for the formal State Paraprofessional assessment described above. Such opportunities may include "in-District" seminars or other pre-approved training/preparation classes.

iii. The Board will reimburse current educational paraprofessionals who do not yet meet the above criteria for the cost of the State Paraprofessional test on a one-time, first time basis.

iv. Educational Paraprofessionals include Special Needs Assistants/ Paraprofessionals, Educational Aides/Paraprofessionals engaged in instruction, and Title I Aides/Paraprofessionals.

v. Non-educational (non-instructional) paraprofessionals include Office Aides/Paraprofessionals and all Student Monitor Aides/ Paraprofessionals: Library Aides/Paraprofessionals, Playground Aides/Paraprofessionals, Lunchroom Aides/Paraprofessionals, Bus Monitors, Hall Monitors, and Study Hall Monitors.

vi. Paraprofessionals will be reimbursed for the costs associated with any required certificate renewals.

vii. Paraprofessionals assigned to be in attendance on field trips will be provided with **a** ~~un~~paid one-half hour meal breaks**.** ~~unless they are requested by the administration/designated supervising educator to stay with the group or child during meals. If so requested, a paraprofessional will be paid for time during meals.~~ Responsibilities of the paraprofessional for meal times during field trips should be addressed prior to the initiation of the field trip.

2. Cleaners

i. The opportunity is available only to kitchen staff as supplemental work to their kitchen duties.

ii. Schedule: Same schedule as cooks. 189 days (school days plus time at the beginning and end of year to prepare/close kitchens). Up to a total (combined) of 8 hours per day plus overtime (OT).

iii. Overtime: OT priority goes to custodians and maintenance. Cook/Cleaner eligible if OT turned down by all eligible custodian and maintenance staff. **When a Cook/Cleaner performs the custodian and/or maintenance work, it shall be treated as a continuation of their workday and shall be paid at the Cleaner rate.**

iv. Timecards: separate time cards would be completed for time worked in the kitchen and time worked cleaning.

v. Pay: Time worked in the kitchen would be paid at the existing Lunchroom Wage Schedule. Time worked cleaning would be paid per the Cleaner Wage Schedule above (developed by taking midpoint of Cook/Helper rate and Custodian w/o Boiler License rate at each Step)**. Assistant Lunch Room Manager Wage Schedule above is developed by taking the midpoint of the Head Cook rate and the Cook rate at each Step.**

D. Work Breaks

In addition to unpaid lunch break, full time, eight hour employees are entitled to a paid fifteen (15) minute break before lunch and a paid fifteen (15) minute break after lunch.

E. Background Checks

Employees shall be reimbursed for the cost of renewing state mandated background checks. Employees shall present a proper receipt for payment to the treasurer's office for reimbursement.

F. Shoe Allowance

The Board will provide all custodians, maintenance, and kitchen employees with a shoe reimbursement of up to one hundred-fifty dollars ($150.00) per year for the purchase of work shoes within two (2) pay periods upon submission of proof of purchase.

G. Healthcare Premium Holiday

Eligible employees (see chart above) shall receive two (2) premium healthcare holiday months. ~~one (1) for the 2026-2027 school year and one (1) for the 2027-2028 school year. In addition, during the 2027-2028 school year there shall be a one percent (1%) healthcare premium increase.~~ NOTE: Updated with TTA contract and Board inability to make commitments for 27-28 due to finances. BOTH premium holidays will occur in the 26-27 school year.

ARTICLE 8 - SICK LEAVE

A. Rate and Method of Accumulation

1. Basic Sick Leave Allowance:

One and one-fourth (1 and 1/4) work days, with full pay, will be granted to each employee as sick leave for each completed calendar month of service (15 days a year unlimited accumulation to be allowed). Sick leave days may be used in one-quarter (1/4) increments.

New employees shall be credited, however, with a minimum of five (5) days sick leave after the first day of service, which five days shall not be increased until all shall have been earned as provided above.

B. Purposes for Which the Accumulated Sick Leave May Be Used

1. Personal Illness:

An unspecified number of days at full pay, not to exceed the accumulation, may be used by the employee for personal illness, pregnancy, or injury.

Under this Article, a statement may be required from the attending physician or qualified practitioner approved by the Superintendent of Schools certifying the employee's inability to work and such statement shall be required for absences resulting from a disability due to illness, pregnancy, or injury and where an employee's absence exceeds five (5) full work days.

2. Illness in the Employee's Family:

Employees may also utilize sick leave for illness or injury in the employee's immediate family.

A statement may be required from the attending physician or qualified practitioner approved by the Superintendent of Schools certifying the employee's inability to work due to the illness and/or injury of an immediate family member and such statement shall be required where an employee's absence exceeds five (5) full work days.

3. Death in the Employee's Family:

A maximum of five (5) days under this Article with full pay may be allowed in each case of death in the employee's immediate family- parents, children, grandparents, sister, brother, husband, wife, father-in-law, mother-in-law, or anyone who has virtually held the capacity of parent or child. The Superintendent of Schools may, where extenuating circumstances prevail, grant additional days.

C. Accumulated Sick Leave

All sick leave accumulated will be reflected by the concept of "a day is a day" regardless of hours worked by the employee. Any change in work assignment and/or hours will not require any adjustment of sick leave days accumulated.

Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

D. Limited Sick Leave Transfer for Catastrophic Illness or Injury

1. When a bargaining unit member has exhausted all of his/her accumulated sick leave (including any request for the District to advance him/her three (3) days in accordance with law) and the member needs additional continuous leave of absence due to his/her own serious/catastrophic health condition or that of an immediate family member (illness or injury) for which he/she has missed at least ten (10) work days, the employee may request that other bargaining unit members transfer some of their accumulated sick leave days to the requesting employee as set forth herein. The maximum amount of transfer days available to a receiving employee may not exceed thirty (30) days in any year and sixty (60) days during the course of the employee's employment with the District. A bargaining unit member may not transfer more than three (3) of their accrued sick leave days in any one (1) year to the requesting employee.

2. Prior to making such a request, the bargaining unit member must have submitted medical certification pursuant to the FMLA. A bargaining unit member may not request or receive a transfer of more sick leave days than his/her medical provider has certified the anticipated length of the employee's absence. A bargaining unit member may not use Sick Leave Transfer to take sick leave during the first eight (8) weeks following the birth of a child.

3. Upon receiving such a request, the Superintendent will communicate the request to the bargaining unit (utilizing the Form set forth in Appendix B) and set a deadline (not less than five (5) work days) by which bargaining unit members must respond if they intend to transfer some of their accrued sick leave days. Any bargaining unit member wishing to transfer leave to the requesting employee may only transfer as follows : up to three (3) accumulated sick leave days may be transferred. The requesting bargaining unit member shall submit the lower half of Appendix B to the Superintendent.

4. After the deadline, the Superintendent will review the number of sick leave days offered, and will transfer days based upon the order in which the bargaining unit members have submitted their Appendix B, with one day being taken from each employee who has offered a day, until one day has been taken from each person who offered a day first; if additional days are still needed, the administration will go back to the first person who offered more than one day, and take another day from that person and continue to take one day from each person who has offered multiple days until the administration reaches the total number of days requested or the maximum permitted under this provision.

5. If employees offer more days than the bargaining unit member requested or that can be transferred under this provision, the remaining days offered but not transferred pursuant to this paragraph are retained by the employees who initially offered them. Upon receipt of written direction from the Superintendent, the Board Treasurer shall transfer the specified number of sick leave day(s) to the requesting employee and deduct the corresponding number of sick leave days from the transferring employee's sick leave accumulation.

6. Bargaining unit members may not transfer more than three (3) sick leave days per

year, and are prohibited from depleting their own sick leave accumulation below thirty (30) days. Bargaining unit members with less than thirty (30) days of accrued sick leave are prohibited from transferring any sick leave days to a requesting employee.

ARTICLE 9 - CALAMITY DAYS

A. On an annual basis, employees will not suffer loss of salary due to school calamity days. A calamity day is defined as a day when schools in which employees work are closed owing to an epidemic, adverse weather, or temporary building closing for safety or health reasons.

B. Any employee requested by the Superintendent or his/her designee to work on a day when schools are closed due to a calamity shall be paid at a rate of two (2) times his regular rate of pay for the hours actually worked and straight time for the balance of the work day. Under no circumstances shall an employee be paid more than two (2) times the regular pay for any regular work day. For the purposes of this item, no minimum show-up time applies.

C. Having already been compensated for calamity days as set forth above, employees will not receive any additional pay for District determined make-up days, i.e., days when children are in school outside of the regularly scheduled school year following excessive calamity days. Secretaries with scheduled days outside of the student school year may obtain approval from the Superintendent or his/her designee to utilize non-student days/time occurring prior to the end of a school year to meet the make-up day requirements and reduce or eliminate an extension of their regular contractual year.

ARTICLE 10- HEALTH AND SAFETY

A. The Board will take reasonable efforts to provide a safe and healthy working environment for employees.

B. As required by law and/or the terms of a student's IEP, 504 Accommodation Plan, or individual health care plan, any affected bargaining unit member providing services to such student shall have access to necessary and appropriate documentation concerning that student.

C. The parties agree that the campus (i.e., all Tallmadge B.O.E. Property) will be smoke-free.

ARTICLE 11 - TUITION

All children of full-time classified employees (i.e. Four (4) hours or more per day) may attend the Tallmadge City School tuition-free with the following restrictions:

1. A written request for admission must be made to the Superintendent.

2. Acceptance will be based upon space available considerations. Space available will be determined by the Superintendent in consultation with the Building Administrator.

3. Excess Costs that are generated to educate said students shall be the responsibility of the home district. No special needs student shall be admitted and/or retained unless the Tallmadge district has program and space available and until the home district has agreed in writing to reimburse the Tallmadge City Schools for present and future excess costs.

4. A written request may be initiated at any time at least thirty (30) days prior to beginning of school; however, students will only be admitted at the beginning of a new school year.

5. The district of residence shall be the residence of the employee.

6. Once a student is enrolled, that student may continue to attend the Tallmadge City Schools as long as attendance is continuous. If a student is withdrawn, re-admittance may occur under the same restrictions that applied with regard to the initial application for admission.

7. The Superintendent's decision is final regarding all free tuition requests. That decision will be returned no later than seven (7) day prior to the first day for students.

ARTICLE 12- SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands this __ day of _____, 202~~5~~**6** at Tallmadge, Ohio.

Signing for the Tallmadge Board of Education:

_____
President, Board of Education

_____
Superintendent of Schools

_____
Director of Business (or COO)

_____
Treasurer

_____

Signing for SEIU Local 1

_____
Genie Kastrup, President

_____
Omar Jimenez, Assistant Director of Collective Bargaining

_____
Rob Wilson, Committee Member

_____
Grace Clum, Committee Member

_____
Shawn Underwood, Committee Member

_____
Jennifer Kakiou, Committee Member

_____
Jacqulyn Church, Committee Member

_____
Matt Buser, Northeast Ohio Representative

APPENDIX A

DESCRIPTION OF HEALTH/PRESCRIPTION/DENTAL BENEFIT CHANGES

(For a complete description of benefits, please refer to the Tallmadge City School District Health Care Plan Booklet)

Deductible Medical (In-Network)

Family $1,000

Single $ 500

Deductible Medical (Out-of-Network)

Family $1,200

Single $ 600

Deductible Dental

Family $100

Single $ 50

Out-of-Pocket Medical (In-Network)

Family -- $1,200 per year with lifetime maximum benefit: $2,000,000

Single -- $600 per year with lifetime maximum benefit: $2,000,000

Out-of-Pocket Medical (Out-of-Network)

Family -- $2,000 per year with lifetime maximum benefit: $2,000,000

Single -- $1,000 per year with lifetime maximum benefit: $2,000,000

Prescription Drug Coverage Summary

Mandatory requirement of 'generic' when available and acceptable to physician

Pharmacy:

$10 co-payment for retail 'generic'

$25 co-payment for retail 'brand' (preferred)

$35 co-payment for retail 'brand' (non-preferred)

Mail Order:

$10 co-payment for retail 'generic'

$25 co-payment for retail 'brand' (preferred)

$35 co-payment for retail 'brand' (non-preferred)

Dental co-payment will pay eligible expenses (R & C) at the percentage indicated in the Schedule of Benefits.

(Effective November 1, 2007)

Physician Office Visit Co-Payment

A $15 per network office visit co-payment will be required any office visit. A ‘deductible’ does not apply for the visit and the co-payment does not accumulate as an ‘out-of-pocket’ amount.

APPENDIX B

PERSONAL LEAVE FORM

I hereby certify that I am using my Personal Leave in compliance with the Master Agreement. I understand that the filing of a false statement under this Article constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

CHECK ONE OF THE FOLLOWING (I understand that an explanation may be required for any of the following):

The Personal Leave will be (was) taken on _____ ___ Full Day(s)
Date(s) ___ Half Day(s)

Days Used During Current School Year _____

_____ _____ _____
Signature of Employee Building Date Submitted

_____
Signature of Principal

_____
Approved/Signature of Superintendent

Personal Leave shall not include the seeking of or participation in gainful employment or for the participation or assistance in any strike or strike-related activity within or outside the District.

The Superintendent may authorize additional unpaid days for justifiable reasons. The reason for such requests will be stated in writing. There should be no expectation that unpaid days shall be authorized.

Personal Leave on the following days shall be only after the approval of the Superintendent or his/her designee:

- The school day preceding or following a day (or days) when school is closed for holidays
- The first and last weeks of school
- Two (2) days in succession
- Professional development days
- On any date wherein the request for leave comes after previously granted Personal Leave exceeds 10% in the employee's building or 5% on any date in August or May.

Any unused Personal Leave will be added to an employee's accumulated sick leave at the end of each school year.

APPENDIX C

SICK LEAVE TRANSFER NOTICE

_____, an employee of _____ years, who works at

(Name) (number)

_____building is about to exhaust his/her accumulated sick leave and has requested the transfer of sick leave for his/her own serious/catastrophic health condition from any bargaining unit employee willing to transfer one or more days as set forth below.

It is estimated that ___days will be needed.

Any employee wishing to transfer up to three (3) accumulated sick leave days should complete the form below and return it to the District Treasurer. A donor employee may not transfer more than three (3) sick leave days per year and is prohibited from depleting his/her own sick leave accumulation below thirty (30) days.

. . . . . .

SICK LEAVE TRANSFER AUTHORIZATION

I, _____, authorize the transfer of ____days of my accumulated sick leave (up to 3) to _____.

_____

Employee Signature

_____

Date

Consensus Statement #1

SEIU - TCS Contract July 202~~5~~**6** - June 202~~6~~**7**

Tallmadge City Schools (TCS) and SEIU Local 1 agree that health insurance is a critical consideration for our employees and their families. Likewise, both parties agree that the cost of medical benefits continue to rise causing a financial burden to both the district and the employees.

The District is committed to providing competitive compensation and benefits to our employees while being financially prudent with taxpayer funds.

While many SEIU Local 1 bargaining unit members are covered by the District's comprehensive (GOLD) medical and dental insurance plans, many are not eligible for the plan based on their work schedule.

During the bargaining process to reach this 1-year agreement, it was agreed that there may be ways for the District and SEIU to work together to provide access to enhanced benefits for employees not covered by the (GOLD) plan.

It is agreed that TCS and SEIU Local 1 will work together within the duration of this agreement to determine if access to an enhanced plan should, and can, be provided to employees not covered by the GOLD plan. The effort will include the treasurer, COO, and local representatives from SEIU Local 1.