

AGREEMENT

between the

AKRON BOARD OF EDUCATION

and the

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1
SAFETY TEAM EMPLOYEES**

Effective:

July 1, 2022 through June 30, 2025

FOREWORD

On March 13, 2023, the Akron Board of Education and the Service Employees International Union, Local 1, Safety Team Employees, ratified the first written Agreement between the Akron Board of Education and the employees of the Child Nutrition Services Department.

This agreement between the Akron Board of Education and the Service Employees International Union, Local 1, Safety Team Employees covers a three (3) year period – July 1, 2022 through June 30, 2025.

FOR THE BOARD



Dr. Derrick Hall, Esq.
Board President



C. Michael Robinson, Jr., Ed.D.
Superintendent



Dr. Stephen Thompson
Treasurer

Board Team:

Dr. Stephen Thompson
Brian Turner
Tod Wammes
Donald Zesiger
W. Michael Hanna, Esq.

FOR THE UNION



Genie Kastrup
President, SEIU Local 1



Omar Jimenez
Northeast Ohio Organizer, SEIU Local 1

SEIU Local 1 Team:

Destry Brooks
Shaun Cooper
Angela Dadich
Benjamin Ferguson
Ebstein Simpson
Greta Wallace

**AGREEMENT BETWEEN THE
AKRON BOARD OF EDUCATION**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

ARTICLE I – PREAMBLE

- 1.01** THIS AGREEMENT between the Akron Board of Education, hereinafter referred to as the “Board,” and the Service Employees International Union, Local 1 and their officers, agents and members, hereinafter referred to as the “Union,” shall be effective July 1, 2022 through June 30, 2025. References to the Executive Director pertain to the Executive Director, Human Resources.
- 1.02** Conditions not covered by this Agreement may be resolved by the parties through a Memorandum of Understanding. Such Memoranda shall be effective through the contract period.

ARTICLE II – RECOGNITION

2.01 RECOGNITION

The Board recognizes the Union as exclusive bargaining representative for all employees employed by the Akron Public Schools Student Services Safety Team, including Middle and High Schools, the Administration Building and Drivers/Rovers, excluding supervisors, managers, and confidential employees in all matters pertaining to salaries, working conditions and fringe benefits. *This Agreement shall not deny any employee his/her individual right to be heard through established administrative channels. Full Time and Part Time shall mean employees in the following job codes:*

308	<i>Safety Team Member, Part Time</i>
318S	<i>Safety Team Member, Full Time, Short Schedule (40 weeks) 40 weeks shall mean 192 days inclusive of holidays</i>
318	<i>Safety Team Member, Full Time, (52 weeks)</i>

2.02 MANAGEMENT RIGHTS

- A.** The Union expressly agrees that the Employer retains each and every power, right and authority to manage its operations and work force except as expressly limited or relinquished by the terms of this Agreement. The Employer reserves and retains all of the normal inherent and common law rights of an Employer, even though not enumerated herein, including especially, but not limited to, those rights set forth in O.R.C. Section 4117.08 (C) (1) through (9).
- B.** The Employer and the Union acknowledge and agree that the Executive Director and/or his/her designee have full authority, as representatives of the Board, to impose discipline upon employees including, but not limited to, suspension (with or without pay) and termination.

ARTICLE III – SAVINGS AND NONDISCRIMINATION

3.01 CONFLICTS WITH LAW

In the event any federal law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

In the event any state law conflicts with any provision of this Agreement, the provision or provisions so affected, unless otherwise negotiated, shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

3.02 NONDISCRIMINATION

There shall be no discrimination or intimidation by the Employer or the Union against any employee as a result of, or because of, such employee's race, color, religion, sex (including sexual orientation and transgender identity, disability, age (except as authorized by law), military status, national origin, or membership in, or non-membership in, the Union.

No employee shall be demoted, suspended or otherwise adversely threatened because of his/her exercise of the right to freedom of speech or any other constitutionally guaranteed right.

Nothing in this section is intended to provide a means for any employee to be disrespectful, discourteous, insubordinate, and/or abusive to any other employee of the Board.

ARTICLE IV – PERSONNEL POLICIES

4.01 ANNUAL TIME SCHEDULE

- A. The “Time Schedule” covering the school year, the number of days within the school year, and the calendar for the school year are established annually by the Board for each classification of employee. The employee’s work year is determined by the time schedule which appears on his/her annual salary notice.

The following annual Time Schedules have been established for employees:

Full Time Safety Team Fifty-two (52) weeks, including thirteen (13) paid holidays and vacation time (Time Schedule 522).

Full Time Safety Team, Short Schedule Forty (40) weeks, including seven (7) paid holidays for those in Job Code 318S, As used in this agreement, a Short Schedule Forty (40) weeks shall mean 192 days inclusive of holidays.

Part time Safety Team annual time schedule as needed.

- B. Each full time employee will be paid for those holidays which are approved by the Board as paid holidays, and which fall within his/her time schedule.

Time Schedule 522 Holidays: New Year’s Day*, Martin Luther King Day, Presidents’ Day, Good Friday, Memorial Day, Juneteenth (June 19)*, Independence Day*, Labor Day, Thanksgiving Day, and Thanksgiving Friday, Christmas Eve*, Christmas Day*, and New Year’s Eve*.

Time Schedule 400 Holidays: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Presidents’ Day, Good Friday and Memorial Day.

Summer Programs and Holidays

Employees working summer programs who are in paid status the day before and day after the observed Juneteenth (June 19th) and/or Independence Day (July 4th) holidays will be paid for the respective holiday pay at the pay rate for the summer assignment and based upon the average hours worked on the day before and the day after the holiday

Part time Safety Team member(s) will be paid for the holiday if they are actually scheduled to work on the holiday.

*Day closest to holiday if holiday falls on Saturday or Sunday.

Notwithstanding any section or portion of this contract, or any circumstance that might arise, not more than thirteen (13) paid holidays will be provided to employees on Time Schedule 522 and not more than seven (7) paid holidays will be provided to employees on Time Schedule 400.

4.02 VACATION

A. ELIGIBILITY: Full-time employees on a fifty-two (52) week schedule.

B. EARNING VACATION

1. During the first year of employment, the employee shall earn vacation from the date of employment to December 31, at the rate of one (1) day per month for each completed month of service, to a maximum of ten (10) workdays.

Vacation is taken in the period of January 1 to December 31, subsequent to the calendar year in which it was earned.

2. Vacation is earned from January 1 to December 31 each year. Each employee shall have January 1 as his/her anniversary date for computation of vacation entitlement until his/her final year of service.
3. Employees shall have an anniversary date, for vacation entitlement purposes, as follows:
 - (a) An employee having a hire date of January 1 through June 30 shall have an anniversary date for vacation entitlement purposes of January 1 of the year of hire.
 - (b) An employee having a hire date of July 1 through December 31 shall have an anniversary date for vacation entitlement purposes of January 1 following the year of hire.
4. A Time Schedule 400 employee who is promoted to Time Schedule 522, shall be credited with one (1) day vacation for each month during which he/she worked a majority of the scheduled workdays in Time Schedule 400, to a maximum of ten (10) vacation days.

C. VACATION SCHEDULE

Less than one year	one day per month (to 10 days)
After one year but less than five years	two weeks (10 days)
After five but less than fourteen years	three weeks (15 days)
After fourteen years	four weeks (20 days)
After fifteen years	21 days
After sixteen years	22 days
After seventeen years	23 days
After eighteen years	24 days
After nineteen years	five weeks (25 days)

D. GENERAL VACATION POLICIES

1. Employees entitled to three (3) or more weeks' vacation may take no more than three (3) weeks at one time. Vacations may be taken one (1) day at a time. Members may take one-half (1/2) day vacations for a total of six (6) days. These days may not be taken in succession.
2. All requests for vacation will be submitted directly to and subject to the approval of the department supervisor. The supervisor shall give primary consideration to department welfare in granting approval. All vacations shall be determined by seniority in classification with the most senior employee in the highest classification at the work site having first choice. In all instances, total seniority will be the tie breaker.
3. Vacation days may be carried forward into the next calendar year with written authorization by the Superintendent/Designee. Employees may carry over a maximum of one (1) year accumulation.
4. Normally, vacations will not be taken one (1) week prior to, or one (1) week after, the closing of school, or one (1) week prior to, or one (1) week after, the opening of school.
5. Employees entitled to a vacation must submit his/her vacation request to his/her immediate supervisor for approval. Use of vacation days requires 24 hours advance request. Vacation dates can be changed only upon approval of the immediate supervisor.
6. Prior to the commencement of a scheduled vacation period, an employee can cancel his/her vacation with twenty-four (24) hours' notice. An employee hospitalized while on vacation may use accumulated sick days in place of vacation time. An employee who experiences a death of a

family member while on vacation may request that the appropriate number of vacation days be changed to absence for death.

7. Exceptions to the above procedures may be made upon recommendation of the department supervisor and approval of the Executive Director.
8. An employee who is on payroll status and who is entitled to vacation days with pay when his/her contract with the Board is terminated shall be granted those days of vacation with pay (not to exceed forty [40] days of earned vacation credit), provided the employee gives written notice of his/her intention to resign to the Superintendent of Schools, or his representative, at least two (2) full weeks prior to the effective date of the resignation.
9. Individuals previously employed by a political subdivision of the State of Ohio are entitled to have their prior service with any of these employers counted as service toward vacation.

4.03 ABSENCE COVERED BY ACCUMULATED SICK DAYS

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases the claim shall be submitted no later than the second day after the employee returns to work.

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

After an employee has used the full amount of accumulated sick days for illness, provided either by regulations of the Board or earned by such employee on the basis of service at the rate of one and one-fourth (1¼ days) for each completed month of service, such employee may not be lawfully paid for further absence because of illness, except under the following procedures.

A. ACCUMULATION

1. Each full-time employee shall be entitled to accumulate one and one-fourth (1¼) sick days for each completed month of service.
2. Maximum accumulation of unused sick days to be 425 days.

Accumulated sick days credit may be retained during a leave of absence for military service. Additional sick days may not be earned during a

leave of absence for military service, except in the case of temporary military service, said service not to exceed thirty-one (31) days in one (1) calendar year.

3. Maximum annual accumulation of any employee shall be fifteen (15) days.

B. TRANSFER

An employee who transfers from one Public Agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick days up to a maximum of 120 days. To receive such credit, a new employee shall present to the Treasurer a certification from the Public Agency in Ohio for which he/she most recently worked, stating the number of unused sick days credited to him/her at the time of the termination of employment.

C. USE

Employees may use sick days for absence due to illness, injury, physical disability, emergency dental care, childbirth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children, and for illness in the employee's immediate family.

Without request, the Board may grant a leave of absence and renewals thereof to a regular non-teaching school employee because of physical or mental disability.

Personal illness or injury, physical disability, emergency dental care, childbirth, disability and/or complications due to pregnancy, or exposure to contagious disease which could be communicated to other employees or to school children: no limit. However, an employee shall be paid only for the number of sick days credited to or earned by such an employee. Before salary payment can be made for absence because of personal illness or injury, physical disability, emergency dental care, childbirth, pregnancy, or exposure to contagious disease, the employee shall submit the appropriate forms to his/her immediate supervisor.

D. PERSONAL ILLNESS

When an employee has been absent for more than five (5) consecutive workdays because of personal illness, the Certificate of Health (Form S-2e) shall be filed with the Human Resources Department immediately upon the employee's return to work.

If the absence is for ten (10) days or more, a Certificate of Health is to be filed at the end of each payroll period (ten days [10]). Failure to file the Certificate of Health will result in a delay of compensation for sick days.

The Certificate of Health or equivalent shall be signed by the employee and the employee's healthcare provider and shall authorize his/her physician(s) to release, upon request, to the Superintendent, or his representative, such information as is necessary to justify the absence and/or the recovery period necessary to resume his/her duties.

E. FAMILY ILLNESS

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

An employee shall be entitled to complete use of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the employee shall submit the appropriate form to his/her immediate supervisor. If such absence extends beyond five (5) consecutive workdays, the employee shall also submit a Statement of Necessity for Absence (Form S-2f) stating that the employee's absence from duty is required.

F. CERTIFICATION OF ABSENCE

All forms used for the certification of an absence shall be compatible with the terms and provisions of this Agreement.

The employee and his/her supervisor shall certify to the Superintendent the cause of the employee's absence. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the Superintendent, or his/her designate, of such a request shall constitute an authorization of absence from duty. The appropriate form among the following shall be completed.

- Attendance Variations Form (S-2j)/Electronic Reporting System
- Certification of Health (S-2e)
- Statement of Necessity for Absence (S-2f)

The employee shall make an effort to complete and return the proper forms to his/her supervisor within one (1) work day upon the employee's return.

G. EXCESSIVE ABSENTEEISM

It is the intention of the Union and the Employer to encourage and assist employees in accumulating sick days. Recognizing that the purpose of accumulating sick days is to compensate employees during emergency health situations, both parties agree that an employee will not normally be suspended

without pay or terminated for the use of accumulated sick days taken according to Board policy, this contract and/or state law. Both parties also agree that excessive absenteeism will not be tolerated and may result in disciplinary action. An employee with a continuing attendance problem may be required to provide medical documentation.

If an employee has a sufficiently serious health problem, that employee may be required to apply for disability retirement within thirty (30) days of the date of a conference with a Human Resources Department representative. A decision by the State Employees Retirement System denying disability retirement shall not be cause to suspend without pay or to terminate an employee.

- H. Employees who are absent due to a death in the immediate family shall not be subject to discipline, including a downgraded evaluation, provided they provide proof of the death.

4.04 ABSENCE (OTHER THAN ILLNESS)

A. DEATH IN THE FAMILY

1. For death, the “immediate family” includes father, mother, sister, brother, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, step-grandchild, any individual directly responsible for the rearing of the employee, or any dependent person in the immediate household. A limit of three (3) consecutive workdays, not deducted from accumulated sick days, is granted for death in the employee’s immediate family, except that the Superintendent may increase the number of days, if the circumstances justify authorization of additional absence with pay. When five (5) hours or more of travel time is required to attend funeral services for which absence is authorized, an additional paid day, without deduction from accumulated sick days, shall be granted. Before salary payment is made for absence because of death in the employee’s immediate family, the employee must submit a certification of absence in accordance with Section 4.04(F).

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

2. For death, “other relative” includes ~~an~~ uncle, aunt, cousin, niece, and nephew.

A limit of two (2) consecutive workdays, not deducted from accumulated sick days, is granted for the death of other relative except that the Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death of other relative, the employee shall submit a certification of absence in accordance with Section 4.04(F).

B. JURY DUTY

An employee summoned to jury duty and released from service shall report to work one (1) hour after being released.

A member receiving pay for jury duty shall retain pay received for serving to defray the expense of serving.

C. JUSTIFIABLE ABSENCE

All Full Time Safety Team members (52 weeks) and Full Time Safety Team members (Short Schedule 40 weeks) shall be granted two (2) days of absence for personal business during each fiscal year without loss of pay or deduction from sick days. Personal business is an obligation or emergency over which the employee has no control and which requires immediate attention. Such absences may be taken in one-quarter (1/4) day increments. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time may be granted.

Notice of such absence shall be given as far in advance as possible. In giving such notice, or upon return to work, if the justifiable absence was for an emergency, the employee shall submit the appropriate form.

Acceptable reasons for requesting justifiable absence are outlined below:

EMERGENCIES

- Accidents in the immediate family or affecting family property.
- Travel conditions which make it impossible to report to work.

OBLIGATIONS

- Observance of religious holidays.
- Attendance at graduation exercises high school and beyond involving an employee or a member of his/her immediate family.

- Physical examination for induction into military service.
- Accompanying a member of the immediate family to a terminal upon departing for military service outside the continental United States, or meeting a member of the immediate family returning from such service.
- Attending a wedding involving the employee or a member of his/her immediate family.
- Attendance at ceremonies where the employee or a member of his/her immediate family is receiving an award of major significance.
- Court appearances as witness.
- *Attending a personal retirement conference at SERS (one per career).
- The Superintendent may authorize justifiable absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

D. ABSENCE DUE TO ASSAULT

Employees shall be granted up to five (5) paid days of absence due to injury resulting from a physical assault by a person when performing his/her official duties. A written physician's statement describing the nature and anticipated duration of the disability must be submitted.

The employee shall be paid regular compensation for time lost due to an assault. If the absence extends beyond five (5) days, the employee may be required to submit to an examination by a physician designated by the Employer. The examination will be conducted at the Employer's expense. Additional time beyond the five (5) days may be authorized by the Superintendent or his representative, after consultation with the physician who conducted the examination. Paid days granted due to assault shall not be charged against the employee's accumulated sick days.

E. WORKERS' COMPENSATION

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's immediate supervisor or other designated representative.

If possible, the employee shall complete and forward to his/her immediate supervisor within twenty-four (24) hours of the injury an accident report form.

An employee may utilize justifiable absence: for the first day of an absence due to work-related injury when the employee seeks immediate medical attention for such injury, or for required second medical opinions or exams concerning work-related injury, or for workers' compensation hearings concerning work-related injuries.

Modified Duty Assignment

The Board and the Union shall make every attempt to arrange for a reasonable accommodation to return an injured worker to duty as early a date as possible. Each individual case shall be reviewed separately. A decision to return to duty will be made after a review of the employee's medical release, work restrictions, and work assignments available within the classification. The employee shall upon request provide all medical information required to make an individual determination.

4.05 UNRESTRICTED ABSENCE

- A.** Any full time employee with an accumulation of one hundred twenty (120) sick days (as of the end of the work day on June 30 of each school year). This day may only be taken between July 1 and June 30 of the school year following that in which it was earned. The unrestricted absence day shall be limited to no more than one (1) bus driver per day.

To qualify for the one hundred twenty (120) Bonus Day, the full time employee must first complete one (1) year of service with Akron Public Schools.

- B.** An employee who does not use an unrestricted absence day shall be compensated at the rate of one hundred twenty (\$120.00) dollars less appropriate deductions.
- C.** Unless it is an emergency, approval must be obtained from the department supervisor at least twenty-four (24) hours' notice prior to the date of absence. Departmental welfare will be taken into consideration in granting this day. This day can be taken in half-day increments.

4.06 ATTENDANCE INCENTIVE DAY

Any full time member whose absence is no greater than four (4) days and has worked at least one hundred twenty (120) days for the previous contract year (July 1 through June 30) may request authorization of one (1) day personal absence during the current contract year. This day may be taken in one-half (1/2) day increments.

An employee who does not use an unrestricted absence day shall be compensated at the rate of one hundred twenty (\$120.00) dollars less appropriate deductions.

Absences for unrestricted absence, attendance incentive day, jury duty, or professional development (modification of worksite) shall not be counted when determining a member's eligibility for the Attendance Incentive Day. Modification of worksite is not considered an absence.

Unless it is an emergency, approval must be obtained from the department supervisor at least twenty-four (24) hours' notice prior to the date of absence. Departmental welfare will be taken into consideration in granting this day.

4.07 EXCELLENT ATTENDANCE

Employees shall be awarded for perfect or excellent attendance as follows:

Perfect Attendance	\$500.00
One Day of Absence	\$300.00
Two Days of Absence	\$100.00

Payment will be made in July by separate check.

Absences for unrestricted absence, attendance incentive day, jury duty, justifiable absences and professional development (modification of worksite) shall not be counted when determining a member's eligibility for Excellent Attendance Incentives

4.08 COVID DAYS

Within thirty (30) workdays after a fully vaccinated (Pfizer, Moderna, or Johnson & Johnson) active member submits proof of vaccination and proper test results to Human Resources and prior to any determination of Unrestricted Absence days earned as outlined in Section 4.05 up to five (5) sick days shall be reinstated for members that have tested positive for any COVID infection, variant or subvariant.

The payment of the Board-approved emergency COVID-19 sick leave shall be for the member's own illness due to COVID-19 and does not apply to COVID-19 absences due to a family member's illness or quarantine.

4.09 LEAVES OF ABSENCE

Leaves of absence without pay shall be granted to employees upon request for reasons consistent with Board Policy and past practice. An employee who is granted a leave of absence may purchase health care and term life insurance coverage at the employee's expense.

A. ILLNESS LEAVE

Eligibility

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

Application for Leave

Application for such leave shall be made at the employee's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

The application for such leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

Early Termination of Leave

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

Application for Reinstatement

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

Reinstatement

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

If the employee's leave of absence extends to more than forty-five (45) workdays, the employee shall return to the same assignment held at the time said leave commenced, if available; if not, to an equivalent assignment.

B. UNREQUESTED LEAVE OF ABSENCE

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

C. DEPENDENT CARE LEAVE

Eligibility

An employee may be granted a leave of absence without pay for the remainder of the contract year in order to care for an incapacitated member of his/her immediate family. Such leave may be renewed for no more than two (2) semesters.

Application

An application for dependent care leave shall be made at the employee's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the employee's presence, on a full-time basis, is essential. An application for renewal shall be made by April 15 of the contract year for which the initial leave was granted.

Early Termination of Leave

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

Application for Reinstatement

Application for reinstatement must be made by April 15 of the contract year in which the leave has been granted.

Upon return from a leave of absence for dependent care, the employee shall be returned to the same position that he/she held at the time said leave commenced, if available; if not, to an equivalent position.

D. PUBLIC OFFICE

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

If elected or appointed to Public Office, the employee shall request an assessment conference with the Executive Director to determine the relationship between said Public Office and the employee's responsibilities to the Employer. The result of the conference and any agreement thereof shall be placed in writing.

An employee elected or appointed to a Public Office--which does not permit said employee to meet the terms and conditions of his/her employment--may request a leave of absence without pay for one (1) term of such elected position, or in the case of an appointed position, a maximum of two (2) years from the effective date for the appointment.

Eligibility for Leave

Any employee who is appointed or elected to Public Office, subsequent to three (3) or more years of regular service in the Akron Public Schools immediately prior to his/her request for leave, and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.

Application for Leave

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

Application for Reinstatement

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

Reinstatement

Reinstatement shall be to the former or equivalent position.

E. PARENTAL LEAVE

An employee anticipating the birth or adoption of a child shall be granted a parental leave of absence upon request.

Said request shall be made at least thirty (30) workdays prior to the requested effective date of the leave. The request shall be accompanied by a statement from an attending physician, or an official of the adoption agency, indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the contract year in which the child's arrival is to occur, unless such leave is terminated earlier, as hereinafter provided. The leave may, upon the request of the employee, be extended for one (1) additional contract year.

Application for Reinstatement

Application for reinstatement may be made by the employee at any time subsequent to the arrival of the child, and the employee shall be reinstated ten (10) days after receipt of a written request to the Superintendent.

Upon returning to the school system, the employee shall be returned to the same position, if available, or to an equivalent position.

F. MILITARY LEAVE

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

G. UNRESTRICTED LEAVE

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

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

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

An employee may request an unrestricted leave of absence to work in a different department within the Akron Public Schools. This request shall be limited to ninety (90) calendar days and will coincide with the employee's probationary period in the new classification.

The employee must decide within these ninety (90) calendar day period to either return to their previous position or continue in the new classification.

4.10 PERSONNEL FILES

- A. All personnel files of individual employees shall be open, upon request, for inspection by the employee. The employee may have a representative of the Union present while he/she reviews his/her file. The Human Resources Department should be notified in advance.
- B. An employee shall receive a copy of any derogatory material sent to the Human Resources Department before it is entered into his/her file.
- C. An employee shall have the right, at any time, to grieve for removal of material entered in his/her file, or to file a written answer to such material. If an answer is written, it shall be attached to become a part of the material on file. If the material is proven false, said material shall be removed from the personnel file and destroyed. The Human Resources Department shall notify the initiator of the complaint and the supervisor of the appropriate department of such action.

4.11 EARNINGS RECORDS AND DIRECT DEPOSIT OF PAY

All services performed for the Employer by an employee in the bargaining unit shall be paid for by the Employer and included in the earnings records. All employees' pay and reimbursement shall be by direct deposit of pay.

4.12 DISCREPANCIES IN INDIVIDUAL PAY CHECKS

Discrepancies in individual pay must be brought as soon as possible to the attention of the Treasurer of the Board. The discrepancies will be corrected immediately by the Treasurer.

4.13 PERFORMANCE EVALUATIONS

- A. An annual performance evaluation will be completed of all non-probationary employees in January of each year by the Director of Safety. The evaluation period will cover January 1 to December 31 of the previous year. The evaluation

shall be reviewed with the employee prior to being placed in the official personnel file folder. A copy of each evaluation form shall be furnished to the employee with the employee having the right to submit a written rebuttal to be attached to the evaluation. The employee will be asked to sign the form acknowledging receipt only. Failure to sign the evaluation will result in a zero rating. The rebuttal, if any, must be submitted within ten (10) workdays of the employee's receipt of the form.

- B. Interim evaluations may be conducted any time the immediate supervisor has concerns with the employee's performance. Such evaluations will be scheduled with the employee to discuss the supervisor's concerns.

ARTICLE V – WORK POLICIES

5.01 WORK WEEK

The normal work week for Full Time Safety Team (52 weeks) employees and Full Time Safety Team Short Schedule (40 weeks) employees, shall be from Monday at 12:00 a.m. through Sunday at 11:59 p.m. of each week. Part Time Safety Team employees will be regularly scheduled to work no more than a maximum of twenty-four (24) hours in a work week. School administrators may request additional time needed to be worked that may put employees past twenty-four (24) hours in a work week. If the part time employee requested to work the additional has already worked their twenty-four (24) hours in a work week, the employee can deny the additional time without penalty or discipline. The normal daily work schedule for Full Time Safety Team employees (52 weeks) and Full Time Safety Team Short Schedule employees shall be eight and one half hours (8.5) hours on each of the five (5) days in the normal work week including a one-half hour unpaid lunch. Part Time Safety Team employees shall work hours as needed. If the Part Time Safety Team employee is scheduled to work eight (8) hours in a single workday, that employee shall be entitled to an unpaid half hour lunch,

5.02 MEAL TIME

Employees who are required to be on duty for eight (8) straight clock hours shall be entitled to thirty (30) minutes unpaid meal time. Such meal time shall be scheduled with the approval of the Director of Safety or designee. Those employees not on continuous duty shall be free to take a one-half (1/2) hour unpaid lunch free from duty and may leave the building.

Normal meal times for all Full Time Safety Team employees will be established per a directive issued by Director of Safety or designee. The employee or building principal may request a modification in the established meal time.

5.03 REST PERIOD

- A.** All Full Time Safety Team employees (both 52 week and Short Schedule 40 week) shall be entitled to one fifteen (15) minute paid rest period during every four (4) hours of work; the rest period will be taken ordinarily during the second or third hour of each four (4) hour period.

Rest periods for all employees will be established per a directive issued by Director of Safety. The employee or building principal may request a modification in the established rest period.

5.04 WORK LOAD

- A.** Each employee shall be responsible for the performance of any task assigned to him/her by his/her building principal and/or Director of Safety/designee. Any other person who wishes to change the duties of said employee shall accomplish this through the employee's building principal except in an emergency and/or when not practical.
- B.** Employees shall not conduct personal business during the work day without permission.
- C.** Building Safety Team Lead Member: Where three (3) or more safety team members are assigned to a building, the Director of Safety and Security will designate one (1) qualified person as Lead to assist in the coordination of the security staff and other duties as assigned by the Director; Lead rate to apply. For purposes of this provision, a part-time employee shall be counted as one (1) of the three (3) employees. Part-time employees shall not be eligible for the Lead rate. The Lead rate shall be \$1.50 per hour more than his/her hourly rate.

5.05 GENERAL

- A.** New policies or policy changes for the Safety Department issued by the Employer will be discussed with a committee of the Union prior to their issuance. Every effort will be made by the Employer to discuss procedures or procedural changes with a committee of the Union prior to their issuance.
- B.** Employees shall not conduct personal business during the workday without permission
- C.** No employee shall be requested to perform a duty that is in violation of any State Law or City Ordinance or applicable rules and regulations issued by any Federal, State or Local Regulatory Agency, Board of Commission.

D. PROBATIONARY PERIOD

All employees new to the bargaining unit shall serve a ninety (90) workday probationary period. An employee in this initial probationary period may be terminated at any time during this period without recourse to the grievance or arbitration procedures. Any Part Time Safety Team member moving from part time status to a Full Time Safety Team position (either 52 weeks or a 40 weeks) Full Time Safety Team short Schedule position shall serve a forty-five (45) workday probationary period. If the Part Time Safety Team member does not successfully complete this probationary period shall be returned to part time status without recourse to the grievance or arbitration procedures.

E. SENIORITY – DEFINED

Systemwide seniority is continuous from the last date of hire. Classification seniority is continuous from the starting date of the employee within the classification and shall include all years of service within that classification.

Seniority is not broken, but does not accrue, during an approved leave of absence.

F. JOB DESCRIPTIONS

The Board will consult with the Union before changing job descriptions.

G. UNIFORMS

All employees shall be required to wear uniforms. The parties agree to establish a committee composed of four members appointed by the Director of Safety and four members appointed by the Union to make recommendations to the Director regarding the District's uniforms including required elements of the uniform, number of individual uniform elements to be provided to the members, whether a quartermaster system should be established or whether a reimbursement system should be established with annual reimbursement maximums.

5.06 HEALTH AND SAFETY

- A.** It is the policy of the Board to provide safe and healthful working conditions for all employees. A committee of not more than five (5) employees, approved by the Union, will meet by request of either party with the Chief Operations Officer or designee, to determine safety and health conditions of the Board property. Items of concern will be submitted in writing, and a reply will be forthcoming from the Chief Operations Officer or designee, within five (5) workdays. Those requiring action, as approved by the Chief Operations Officer or designee, will be implemented as soon as possible.

B. The Employer shall attempt to make adult restroom facilities with proper ventilation available to all employees at all school facilities.

C. REASONABLE SUSPICION AND POST-ACCIDENT DRUG TESTING

1. Reasonable Suspicion Drug Testing

In the event there is reason to believe that an employee's job performance is adversely affected by a chemical abuse problem, the Employer reserves the right, after discussion with the employee, to request the employee submit to an appropriate chemical abuse test, at the Employer's expense. The employee shall have the right to a representative of his/her choice at any such meeting.

2. Post-Accident Drug Testing

Whenever an employee is involved in a work-related accident or any instance of abuse of Board-owned machinery, equipment, or property, the Board may require the employee to submit to urine and/or breath testing to determine drug and/or alcohol abuse.

3. Upon a positive result from any such chemical abuse test, or upon a refusal by the employee to submit to a chemical abuse test, the employee may be required to participate in the Akron Public Schools Employee Assistance Program, or as an alternative, the employee may elect appropriate treatment at his/her own expense. The employee shall provide the Employer with a written statement identifying the program of treatment. All such treatments or participation shall be considered confidential unless released by the employee. If the employee refuses to submit to testing and/or treatment, disciplinary action appropriate to the deficient job performance shall be taken by the Employer.

5.07 BUILDING CLOSURES

The Board agrees to meet with the Union to discuss building closures prior to the effective day of closures.

5.08 OVERTIME

A. Any employee who is required, because of a job responsibility, to stay beyond his/her normal work schedule to complete his/her assignment shall be paid for that time at his/her regular rate unless the additional hours worked qualify as overtime under this agreement. Prior approval of such additional hours must be obtained from the Director of Safety/designee.

B. OVERTIME PAY COMPUTATION

1. In the computation of overtime, holidays shall be considered in the same calendar week in which they fall as eight (8) hours worked.
2. Time-and-one-half shall be paid for all hours worked by a Full Time Safety Team employee in one (1) calendar week, for all hours worked:
 - a. Over eight (8) hours in one (1) workday.
 - b. Over forty (40) hours in one (1) calendar week.
 - c. On holidays approved by the Board.
 - d. Holidays, vacation days, bonus days, modification of work site, and Union leave are defined as time worked by the employee.
 - e. An employee may only work sixteen (16) hours in a twenty-four (24) hour day unless otherwise approved.
 - f. Part Time Safety Team employees shall only be entitled to overtime pay if he/she actually works more than forty (40) hours in a work week.
3. Employees who are out-of-payroll status on any of the scheduled work days of a work week shall lose premium pay for weekly overtime for an equal number of hours in the same week in which such absence occurred.

C. OVERTIME DISTRIBUTION

The Board shall attempt to distribute overtime on an equal basis among employees, first within location and then outside of the location. If no one accepts the overtime, the lowest hour Full Time Safety employee shall be required to work the overtime.

5.09 VACANCIES

- A. All openings shall be filled at the discretion of the Director of Safety.
- B. When notification of building closures are given, no one will be hired to fill any vacancy that occurs after that date, to a maximum of the openings needed to absorb the employees in the affected buildings. Vacancies will be filled from the staff of the buildings as they are closed.

Whenever a building is to be closed permanently, the staff of such buildings shall be notified as early as possible.

- C. Safety Team postings will be posted on the District website at any time, for any length of time. Preferred skills and/or training may be identified in the job posting as preferred. The District will maintain a candidate pool that includes both internal and external candidates at all times. Candidates for open Safety Team positions may be required to take a District Safety Assessment Tool. Candidates' scores on the assessment will be considered in the decision as to whether a candidate will be awarded a position placed in the candidate pool.

The hiring manager may interview internal and external candidates and select and hire based on the following hiring criteria; assessment score, an interview score, skills, experience (District and non-District), employment records, performance evaluations (District and non-District), attendance records and specific school needs. A Lead Person will be part of the interview team. The interview score will be determined using a rubric developed with the Union's input and will outline a specific scoring mechanism that gives preference to qualified members.

5.10 TRANSFERS

The principal may request that an employee be transferred. Such request shall be made to the Director of Safety/designee.

Such transfer must be preceded by a conference with the employee; the employee may have present a representative of his/her choosing.

In addition, the Director of Safety/designee has the right to transfer an employee when it is determined to be in the best interest of the District or employee.

5.11 DISCIPLINARY CONFERENCES

- A. When an Employer representative desires to meet with any employee for disciplinary purposes, he/she shall notify the employee in writing at least forty-eight (48) hours in advance of the time, place and purpose of the meeting (conferences which involve health and safety issues are exempt from the notice requirement). Conferences for disciplinary purposes or reprimands shall be in private. An employee may request a Union official to attend the meeting if he/she so desires. When such a request is made, the meeting shall not proceed until the representative is present. All such meetings shall be conducted during the employee's work shift. If an employee is called in for such a meeting at a time other than during his/her work shift, he/she shall be paid for such time, or such time shall be counted toward the total hours he/she is scheduled to work that day.

Conferences between an employee and his/her evaluator to discuss an evaluation are not disciplinary conferences.

- B.** An employee may also request the presence of a representative at any meeting (or portion thereof) he/she is required to attend with an Employer representative which the employee has some reason to believe may lead to disciplinary action against him/her or if a summary of the meeting will be written and filed in any file.
- C.** No letter of complaint, reprimand or commendation shall be incorporated into a disciplinary hearing unless there is evidence that the employee received or was offered a copy of same when it was inserted in the file. At the time of notice of a disciplinary conference, the employee shall be provided with copies of any documents which will be used at the conference.

If a conference is scheduled as the result of the Employer receiving an oral or written complaint, the name of the individual issuing the complaint will be made known to the employee at the conference.

D. Suspensions Over Holidays

Suspensions without pay shall not be lengthened due to the occurrence of a paid holiday during the period of suspension.

5.12 PERSONAL TRANSPORTATION

- A.** An employee who is assigned to an Akron Public Schools owned vehicle, and is unable to start said vehicle, shall report his/her inability to start said vehicle to Transportation Services and shall then report to his/her supervisor by telephone. It shall be the employee's responsibility to report to his/her work station for assignment unless instructed otherwise by his/her supervisor.
- B.** All employees driving Akron Public Schools owned vehicles shall be covered with liability insurance to cover property damage and personal injury for accidents. Said insurance shall be purchased and paid for by the Employer.
- C.** Mileage data shall be made available to all employees who use their personal vehicles for Board purposes.
- D.** Employees in this bargaining unit shall be reimbursed for driving their personal vehicles for official Board business in accordance with the following rate: the established I.R.S. amount in effect as of July 1, which shall be the rate for the ensuing fiscal year.

ARTICLE VI – USE OF BUILDING AND/OR FACILITIES

- 6.01** Board-sponsored athletic activities may require the services of a Safety Team employees as determined by the Director of Safety/designee.

ARTICLE VII – GRIEVANCE PROCEDURES

- 7.01** A Concerns Committee shall be created in the interest of settling complaints before they become grievances. The committee shall consist of any and/or all Union officers and stewards, as identified by the Union, and any staff required by the Employer. The committee shall meet as needed.

Board or Union representatives wishing to change a decision of the Concerns Committee shall notify the Human Resources Department or Union. The decision will be reviewed at a future Concerns Committee meeting. Any disciplinary action resulting from the decision of the Concerns Committee shall not be implemented until after the review has taken place.

- 7.02** An “aggrieved” person is an employee having a grievance.
- 7.03** A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific term or provision of this negotiated Agreement.

Relief may be sought for a claim based on a working condition through an informal direct contact between the employee and the next higher administrator above the supervisor that caused the alleged claim. Such claims may be appealed to the Executive Director, Human Resources or his/her representative. Local 1 may represent the employee at any stage of the procedure.

- 7.04** The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances.

A dispute arising between any employee and the employer shall be handled initially by direct contact between the employee and his/her supervisor. If not settled in this manner, a grievance then may be written by the employee stating the basis for the grievance.

- 7.05** In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.
- 7.06** The aggrieved person or persons may be represented at all stages of the grievance procedure by any person of his/her own choosing.

7.07 The Union shall have the right to have its representatives at all stages of the specified grievance procedure.

7.08 If the written grievance procedure is not initiated within fifteen (15) workdays after the aggrieved person knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived, except for those grievances that are continuing in nature.

7.09 GRIEVANCE SHALL BE RESOLVED AS FOLLOWS:

Prior to filing a written grievance, the aggrieved person shall have a right to meet with his/her immediate supervisor to discuss the issue(s) giving rise to the grievance. The aggrieved person shall have the right to bring Union representation to this meeting.

A. LEVEL I

The aggrieved person shall refer the matter to the Union who may file a grievance in writing with the supervisor of the aggrieved person with a copy to the Executive Director or his/her designee. The supervisor shall, within five (5) workdays after receiving the grievance, meet with the aggrieved person and submit a written answer to the grievance within five (5) work days to the Executive Officer or his/her designee with copies to the Union and the aggrieved person.

B. LEVEL II

1. If the grievance is not resolved at Level I, the Union may, within ten (10) workdays after receipt of the Level I Response, refer the matter in writing to the Executive Director.

The Executive Director or his/her designee shall, within ten (10) workdays after receipt of the Level II referral, meet with the aggrieved person and his/her representative and submit a written answer to the Level II referral to the aggrieved person and his/her designee, within five (5) workdays.

2. If the written grievance is not referred to Level II within ten (10) workdays after receipt of the Level I response, the grievance shall be considered waived.

C. LEVEL III – MEDIATION

1. The Union may, within fifteen (15) workdays after receipt of the Level II response, notify the Executive Director, Human Resources or his/her designee, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue (s) to grievance mediation.

Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

Grievance mediation procedures shall be as follows:

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

D. LEVEL IV – ARBITRATION

1. The Union may, within fifteen (15) days after receipt of the Level II response or the Level III response if mediation was used, to notify the Executive Director, Human Resources, or his/her designee, of its intent to submit the grievance to arbitration, and request a list of arbitrators from the Federal Mediation and Conciliation Service.
2. Within five (5) days of receipt of such a list, a Union representative and the Executive Director, or his/her designee, shall select an arbitrator by alternately striking names from said list until only one (1) name remains. The striking of the first name shall be determined by the tossing of a coin.

3. The arbitrator shall report his/her recommendation to the parties as expeditiously as possible. Thereupon, each party shall accept or reject the arbitrator's recommendation within (15) workdays by official action.
4. Costs incurred by the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE VIII – RIGHTS OF THE UNION

8.01 LAYOFF

When it becomes necessary to lay off an employee, such action will be carried out based on seniority. A member notified that he/she will be laid off may displace a member in a lower classification with less seniority. All layoffs shall be by reverse seniority. The most senior member on a recall list shall be recalled to fill a vacancy before any laid off member from another department is recalled. A laid off member shall have thirty (30) calendar days to prove he/she can perform in the new classification.

Hospitalization and insurance coverage shall be for the remainder of the month in which the layoff notice is served.

8.02 CHECK-OFF DUES

- A. The Employer shall deduct from the pay of each member of the Union who has authorized such deduction, such monthly dues as the Union's Constitution and Bylaws may provide. Deductions shall be made from two (2) pays each month with one-half (1/2) of the established monthly dues withheld from each pay. The Employer shall transmit to the Union, prior to the end of each month, all monies withheld during that month along with an accounting as to each amount withheld and from whom it was deducted.
- B. 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.

C. 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 the Union, and authorization for voluntary deductions 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.

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, assessments pursuant to this provision.

E. COPE Political Action Deductions

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

8.03 USE OF SCHOOL MAILS AND BULLETIN BOARDS

A. The Union shall have the exclusive authorization to use the school mail for official Union matters pertaining to employees.

B. The Union shall be permitted use of the bulletin boards in each building for the posting of notices concerning official Union business.

8.04 UNION BUSINESS

The Union may conduct Union business other than membership meetings on school property during the hours of employment, provided prior approval has been obtained from the Executive Director or his/her designee. The conduct of such business shall not interfere with the operation of the Akron Public Schools, nor hinder any employee's scheduled work. When requested by an employee, authorized representatives, elected officers or stewards may visit work sites provided prior approval has been obtained.

8.05 RELEASED TIME FOR UNION STEWARDS

- A.** The Union shall designate not more than **6** stewards and shall so notify the Executive Director. The Union shall hold not more than one (1) stewards' meeting per month; those stewards who are on duty at the time of the meeting shall be released by the administration to attend without loss of pay. Such meetings shall be scheduled after 4:30 p.m. Stewards shall be permitted to participate in contract negotiations without loss in pay.
- B.** The Executive Director may authorize released time for a steward to visit a work site when requested by an employee to attempt to resolve a grievance that is of an emergency nature.
- C.** Stewards or officers absent due to Union associated business shall be eligible for any scheduled overtime on that day or on weekends in case of Friday absences.

8.06 NEW HIRES LIST

The Employer shall furnish to the Union, within a week of their approval by the Board, a list of all new hires. This list shall be in writing and shall contain the name, home address, primary telephone number, work location, and job classification of each new employee engaged by the Employer subject to this Agreement. The Employer also shall furnish, within a week after their transfer or the initial assignment in the case of new hires, a complete list of employees transferred. The list shall include the prior assignment and the new assignment.

8.07 SENIORITY LIST

Annually, the Employer shall provide Local 1 with the following information for each employee: address, primary telephone number, date of hire, hours of work, job classification, and work location of all non-supervisory employees of the Employer, within the identified jurisdiction set forth in the Collective Bargaining Agreement.

- 8.08** Any changes in classifications shall be discussed with the Union before being submitted to Civil Service.

ARTICLE IX – SALARY

Section 9.01 Wages

Safety Team Members

JCs 308 (192 days), 318S (192 days) & 318 (TS 522)

Effective 7/1/2022 (4% Increase)

Increment \$1						10%	11%	12%	13%	14%
Step	0	1	2	3	4	16	20	24	27	30
Rate	\$ 16.70	\$ 17.70	\$ 18.70	\$ 19.70	\$ 20.70	\$ 22.77	\$ 22.98	\$ 23.19	\$ 23.39	\$ 23.60

Effective 7/1/2023 (3% Increase)

Increment \$1						10%	11%	12%	13%	14%
Step	0	1	2	3	4	16	20	24	27	30
Rate	\$ 17.20	\$ 18.20	\$ 19.20	\$ 20.20	\$ 21.20	\$ 23.32	\$ 23.54	\$ 23.75	\$ 23.96	\$ 24.17

Effective 7/1/2024 (3.5% Increase)

Increment \$1						10%	11%	12%	13%	14%
Step	0	1	2	3	4	16	20	24	27	30
Rate	\$ 17.81	\$ 18.81	\$ 19.81	\$ 20.81	\$ 21.81	\$ 23.99	\$ 24.20	\$ 24.42	\$ 24.64	\$ 24.86

LONGEVITY ADJUSTMENTS

1. An employee’s years of service for longevity pay purposes will be calculated on continuous, complete years of service as a member of the Safety Department.
2. Years of service for longevity pay shall be calculated as follows:
 - a. An employee hired between July 1 and December 31 shall have an employment date as a Safety Department employee for longevity of January 1.
 - b. An employee hired between January 1 and June 30 shall have an employment date as a Safety Department employee for longevity of July 1.
 - c. Leave of absence approved by the Board shall count as continuous service for longevity pay.

3. All employees eligible for longevity pay shall receive longevity pay in accordance with the following schedule (longevity amounts are not cumulative)

B. The 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 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 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' salaries per pay period otherwise 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.

The Employer shall compute and remit its Employer contributions to SERS based upon total annual salary or 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 Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

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.

The "pickup" shall apply to all payroll payments made after the adoption of this Agreement.

9.02 SALARY PROVISIONS

The following salary provisions will be applied in establishing the salary rate for employees.

A. INCREMENTS

A new employee shall be eligible for annual increments on the following schedule:

- a. An employee hired between July 1 and December 31 shall be eligible for a full increment on July 1 of the following year.
- b. An employee hired between January 1 and June 30 shall not be eligible for an increment on July 1 of the year employed.

ARTICLE X – FRINGE BENEFITS

Only full time employees are eligible for the benefits set forth in this article other than where specified.

10.01 HEALTH BENEFITS ADVISORY COMMITTEE

The Superintendent shall maintain a Health Benefits Advisory Committee. The composition of the Committee shall include: five (5) members of the administrative staff appointed by the Superintendent; the President or his designee; and bargaining unit members appointed by the respective unit presidents on the basis of one (1) member for every five hundred (500) members or fraction thereof represented by the bargaining unit. The bargaining unit representative shall be released to attend the Health Benefits Advisory Committee meetings as Union business without loss of pay if the meetings occur during their work hours.

The purpose of the committee is to allow joint consultation on matters concerning wellness program initiatives, hospitalization, major medical, prescription, dental, vision and term life insurance coverage.

Any Health Benefits Advisory Committee member organization may retain, at its own cost and for its own purposes, a health care consultant who may attend Committee meetings.

Such consultation shall include, but is not limited to: monthly monitoring of all plan costs, including claims; quarterly reviews to insure effective and efficient fringe benefit expenditures; quarterly reviews of plan performance objectives; and, annual reviews of coverage options and utilization studies and claim audits.

The committee shall determine its own meeting schedule, and shall make annual recommendations to the Superintendent regarding any aspect of the fringe benefits package.

Information on new classifications of drugs shall be shared with the committee within thirty (30) days.

The Health Benefits Advisory Committee shall meet regularly during the term of this Agreement. It will have the authority to review data in one or a combination of the following areas: prescription co-pays, mandatory mail-in for maintenance drugs, office visit co-pays, single and family annual deductibles, and monthly premiums (in dollar amounts). The Committee, by consensus, may expand the list of areas. The Board's health care consultant shall participate in the meetings and shall provide estimates of cost savings to the Committee based on possible changes to the plan. The consultant shall provide the committee with data supporting the estimated savings as well as other information s/he may be expected to routinely keep in her/his capacity as the Board's health care consultant.

Wellness Plan

The District will provide a Wellness Program designed to improve the health of the District employees and that will result in both short-term and long-term projected savings in health insurance costs.

In order for an eligible employee to qualify for the Wellness Program reduced monthly premiums, he/she must fully participate by completing biometric testing and a health risk assessment questionnaire. Eligible employees may also earn the Wellness Program by voluntary participation in the Everside program.

The Health Benefits Advisory Committee shall make recommendations to the Superintendent for continued and/or additional programs offered to the employees as part of the Wellness Program for the 2024 and 2025 calendar years.

Premium is defined as Funding Rates

10.02 HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE

A. Hospital, Surgical and Major Medical Insurance

Hospital, Surgical and Major Medical Insurance shall be provided with the wellness participant member paying eight percent (8%) of the premium equivalent (funding rate) per month for the coverage in which he or she is enrolled (single or family) capped at \$68.00 for single coverage and \$172.00 for family coverage and thirteen percent (13%) of the premium equivalent per month for the non-wellness participant coverage in which he or she is enrolled effective the 2022-2023 school year capped at \$111.00 for single coverage and \$279.00 for family coverage. The premium equivalent paid by member for the 2022-2023, 2023-2024, and 2024-2025 school years shall not apply to an increase in the Board's premium equivalent for that year in excess of twelve percent (12%).

To be included as an eligible wellness participant, the qualifying member must meet the wellness program requirements as defined in Section 11.01.

Member deductibles for Major Medical Insurance shall be as follows:

Single	Family	Single	Family
\$300	\$600	\$600	\$1,200

- B.** Such insurance will be subject to the below:
 - 1. Preferred Provider Organizations (PPO) health care coverage will be offered as follows: (See Appendix A for Summary of Insurance Specifications.)
- C.** An employee whose spouse is also an Akron Public Schools’ employee may elect single coverage if his/her spouse elects single coverage, or one spouse may elect family coverage with the other spouse covered under the family plan.
- D.** Members enrolled under the health coverage program shall be provided a vision insurance program with the same terms, benefits, co-pays, and deductibles as offered to members of the AEA bargaining unit.
- E.** Members enrolled under the health coverage program shall be provided a dental insurance program with the same terms, benefits, co-pays, and deductibles as offered to members of the AEA bargaining unit. An enhanced dental option will be made available with the employee paying the difference between the cost of the basic dental and the cost of the enhanced dental.
- F.** The Board may implement a PPO plan with different deductibles and/or co-insurance levels for eligible employees in addition to the plan as outlined in Section (A)(2) above. The employee contributions for any additional PPO plans offered to employees will be at the same percentage levels as outlined in Section 10.02 (A). The Board shall make any additional PPO plans available to eligible members during an Open Enrollment period.

10.03 PRESCRIPTION INSURANCE

- A. The Board shall provide a Family Coverage program of prescription insurance based upon the following co-pay amounts:

	<u>Retail</u>	<u>Home Delivery</u> <u>(90-day supply)</u>
Generic	\$10	\$20
Formulary	\$30	\$60
Non-Formulary	\$60	\$120
Specialty	\$100	\$200

Step Therapy, Preferred Specialty Management, and Prior Authorization with additions shall be in effect.

The Prescription insurance annual out-of-pocket maximum shall be Five Thousand Dollars (\$5,000.00).

- B. Co-pays apply once to each 90-day mail order.

10.04 FRINGE BENEFITS FOR NEW HIRES

Fringe benefits will be provided to eligible new employees upon employment. The Board shall provide a PPO program with different network options. An open enrollment period, typically in October, shall be held annually.

10.05 WAIVER OF INSURANCE

Any member of the bargaining unit who is eligible for health insurance benefits may elect to withdraw from the insurance program. The insurance program is defined as Hospitalization, Major Medical, Prescription, Dental, and Vision.

Opting Out of Health Insurance

An employee may elect to “opt-out” of the Board-provided hospitalization and major medical insurance coverage. An employee who elects to opt-out shall be compensated as follows:

- An employee whose spouse is also an Akron Public Schools employee, and is eligible for group health benefits as provided by the Board, is not eligible to participate in the “opt-out” program and shall not be eligible for any “opt-out.”

- An employee who can show proof of other insurance coverage may elect not to participate in coverage as offered by the Board insurance. The employee shall be compensated in the amount of \$2,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- Employees may elect to opt-out of the Board-provided coverage during an approved open enrollment period and/or within thirty (30) days of eligibility for group health benefit coverage and/or within thirty (30) days from a qualifying life event (i.e. marriage, loss of coverage from another source)(loss of coverage from the other source).

It shall be the responsibility of the employee to notify the Insurance Office in writing during the annual Open Enrollment Period for Insurance Coverage (currently October) of the desire to withdraw from the insurance program for the next enrollment year.

Payment shall be made to the employee in a separate check at the end of the year of non-participation. However, if employment is severed prior to the end of the year of non-participation, or if re-enrollment occurs per the provision stated above, the employer will pro-rate the amount of the stipend to reflect the number of months of non-participation.

10.06 SPOUSAL ENROLLMENT

If an eligible employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance available at the spouse's workplace sponsored by his/her employer or any public retirement plan, the spouse must enroll in such workplace or employer (or public retirement plan) sponsored group insurance coverage(s).

Upon the spouse's enrollment in any such workplace or employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits, and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her workplace or 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 of Education.

Every eligible 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 of Education, 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 workplace or employer or any public retirement plan. 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 of Education. Additional documentation may be required.

If the employee submits false information the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

*Premium is defined as Funding Rates

10.07 TERM LIFE INSURANCE

The face valuation of the policy will be one and one-fourth (1¼) times the employee's annual salary, rounded to the nearest \$1,000.00. The annual salary is defined as the basic contract rate not including supplemental contracts or other additional payments.

Employees shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents, subject to approval of the carrier.

The cost to the employee shall be the rate charged the Board by the carrier.

There shall be an annual enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction.

10.08 THEFT AND VANDALISM (full time and part time)

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$2000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism. Members may also apply for reimbursement for any documented job related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion.

Application for reimbursement shall be made to the Office of Staff Relations, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application of reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances

shall be decided by a representative appointed by the Union and the Office of Staff Relations.

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

10.09 SECTION 125 FLEXIBLE BENEFIT PLAN

The Board shall make available two additional benefits that may be elected under the Cafeteria Plan that will be subject to IRS rules governing benefits.

A. Health Flexible Spending Account

Employee may choose any amount of Medical Care Expenses reimbursement under the General-Purpose Health FSA subject to the current maximum salary reduction limit set by IRS and indexed annually for cost of living.

The amount that may be carried over to the following calendar year is equal to the lesser of (1) any unused amounts from the immediately preceding Plan Year or (2) the IRS maximum carryover amount. Unused amounts relating to a health FSA may not be cashed out or converted to any other taxable or nontaxable benefit.

B. Dependent Care Benefit

Employee may choose any amount of Dependent Care Expenses reimbursement under the DCAP, subject to the maximum reimbursement amount and requirements set by IRS Section 125 Plan Document. Set to a maximum not to exceed the applicable IRS limits.

10.10 SEVERANCE PAY (full time and part time)

The Employer shall provide severance pay for those employees who retire from the Akron Public Schools under service provisions of the School Employees Retirement System. The employee must apply for severance pay within three (3) years of his/her last work day with the Board. Excluded from this benefit shall be any employee who is convicted of a felony.

A. Such pay shall be determined as follows:

An employee who qualifies for severance pay shall receive twenty-five percent (25%) of said employee's accumulation of unused sick days.

*In the event of the death of a member, the employer agrees to pay severance benefits to the member's estate regardless of retirement eligibility.

*425 days maximum

- B.** An employee shall receive two (2) days of severance pay credit for each year said employee had perfect attendance commencing July 1, 1976 through June 30, 1981. An employee shall receive one (1) day of severance pay credit for each year said employee has perfect attendance commencing July 1, 1981.
- C.** Sick days accumulation for severance pay computation shall only include those days earned as an employee of the Akron Public Schools.
- D.** Perfect attendance shall be defined as the employee's non-use of sick days between July 1 and June 30 of each year.
- E.** Upon applying for severance pay benefits, members shall furnish to the Board a copy of their initial retirement check from the School Employees Retirement System. Members shall elect (1) to receive severance pay within two weeks after submitting their application to the Treasurer, or (2) deferring severance payment until the first payroll period of the next calendar year. Members are advised to consult their tax advisor concerning any tax implications related to selecting either option.

10.11 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program shall be made available to employees.

10.12 NONRESIDENT MEMBERS CHILDREN ENROLLMENT (full time and part time)

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

ARTICLE XI – NEGOTIATION PROCEDURES

- 11.01** Negotiations for a new Agreement covering salaries, fringe benefits and working conditions may be initiated by either party. A written notice shall be directed to the President or Executive Director at least one hundred eighty (180) calendar days prior to contract expiration. Meetings between the Union and the Executive Officer shall, unless otherwise agreed upon, be scheduled outside the regular school day.

- 11.02** Within fifteen (15) workdays after the receipt of said written request from either party, the Executive Officer shall schedule a meeting.
- 11.03** Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within one hundred and eighty (180) work days from the time of receipt of the original written request referred to in paragraph 12.01 hereof.
- 11.04** During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the news media.
- 11.05** The chairman of either negotiating committee may recess his/her committee for independent caucus at any time.

ARTICLE XIII – INTENT OF AGREEMENT

- 12.01** When the participants reach tentative Agreement on a proposal, such Agreement shall be reduced to writing and signed by representatives of the committees. Within fifteen (15) workdays after overall tentative Agreement is reached, the Union shall submit the tentative Agreement for ratification. If the tentative Agreement is ratified, then, upon written certification by the Union of such ratification to the Superintendent, the Board shall consider adoption of the tentative Agreement at its next meeting. The Board may also elect to defer consideration of the tentative Agreement to the following meeting when seventy-two (72) hours have not passed between written notification of Union ratification and the next Board Meeting.
- 12.02** The parties agree to form a committee comprised of up to three (3) members from each party, to review past memoranda of understanding, and to identify which of these memoranda are either still in effect or are no longer in effect.

ARTICLE XIV – IMPASSE DISPUTE SETTLEMENT PROCEDURE

- 13.01** The parties to this agreement are the Akron City School District Board of Education and the Service Employees International Union Local 1 – Student Services Safety Team.
- 13.02** As permitted by Ohio Revised Code, Section 4117.14(E), the parties hereby agree to submit all disputed issues in connection with these negotiations to the alternative dispute settlement procedure set forth herein.
- 13.03** The parties shall make every effort to bring their negotiations to a successful conclusion within one hundred eighty (180) calendar days following the receipt of the written request referred to in Section 12.01. The parties may, by mutual written agreement, extend the above-referenced one hundred eighty (180) calendar day negotiation period.

13.04 If the parties are unable to resolve all appropriate issues within one hundred eighty (180) calendar days following the receipt of the written request referred to in Section 12.01, then either or both parties may request the assistance of a mediator from the Federal Mediation and Conciliation Service. If the assistance of a mediator is requested, then both parties shall cooperate with the mediator in order to attempt to reach agreement on all unresolved issues. The mediator shall have no authority to make binding recommendations to either party concerning the resolution of the unresolved issues, but shall work to assist the parties in resolving their differences on such issues.

13.05 Both parties agree that this procedure is the final step in negotiations.

13.06 IN-TERM BARGAINING

Any negotiations required under this Agreement or otherwise by law are subject to the procedures outlined in Article XIV of this Agreement. In the event either party invokes the provisions of Article XIV in an impasse involving bargaining an issue during the term of this Agreement, the mediation procedure in Article XIV, Section 14.04 shall apply to this in-term negotiations impasse except that the entire mediation process in in-term bargaining shall not extend beyond thirty (30) calendar days from the date the first impasse session is held with the Mediator.

ARTICLE XV – NO STRIKES OR WORK INTERRUPTION

14.01

- A.** The Union agrees there shall be no strikes as defined in Ohio Revised Code 4117.01 during the term of this Agreement or during the entire period of any negotiations and/or impasse resolution proceedings which may extend beyond the expiration date of this Agreement.
- B.** The above provisions prohibit the honoring of any picket line, regardless of the organization(s) involved in any such picketing, provided honoring the picket line is in violation of Ohio Revised Code 4117.
- C.** The Union agrees that it will not authorize, ratify, condone or encourage any of the above-proscribed activities, and that, in the event any such activities occur, the Union and its officers, agents and representatives will make every good faith effort through affirmative action to end such activity.
- D.** Any and all employees participating in any activity proscribed by this Article shall be subject to disciplinary action provided the Employer complies with Ohio Revised Code 4117.23.

ARTICLE XVI – WAIVER

15.01 The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to reopen collective bargaining except as provided by any reopener provision in this Agreement.

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

ARTICLE XVII – DURATION AND INTENT OF AGREEMENT

16.01 The effective date of this Agreement shall be July 1, 2022 and it shall remain in force until June 30, 2025.

16.02 The parties will meet to identify active memoranda of understanding which will be incorporated into the final Agreement.

16.03 This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Union, and constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement and nothing during such term shall be negotiable.

**AKRON CITY SCHOOL DISTRICT
SUMMARY OF INSURANCE SPECIFICATIONS**

Benefits	Plan Benefits	
	Network	Non-Network Facility Charges
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	In accordance with law	
Spousal Language (Attached)	Applies to Medical & Prescription Drug	
Carryover Deductible	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family ¹	\$300 / \$600	\$600 / \$1,200
Coinsurance	90%	75%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Coinsurance Out-of-Pocket Maximum (Including Deductible) - Single / Family	\$1,300 / \$2,600	\$2,600 / \$5,200
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$30 copay, then 90%	\$30 copay, then 75% after deductible
Specialist Office Visit ²	\$40 copay, then 90%	\$40 copay, then 75% after deductible
Urgent Care Office Visit ²	\$30 copay, then 90%	\$30 copay, then 75% after deductible
Immunizations	100% after deductible	75% after deductible
	(ALL Immunizations)	

Benefits	Plan Benefits	
	Network	Non-Network Facility Charges
Preventative Services		
Preventive Services, in accordance with state and federal law ³	100%	75% after deductible
Routine Physical Exam (Age 21 and older)(One exam per benefit period) ²	100%	75% after deductible
Well Child Care Services including Exam, Routine Vision, and Routine Hearing Exams	100%	75% after deductible
Well Child Care Immunizations (Birth to age 21)	100%	75% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	75% after deductible
Routine X-Rays (Birth to age 21)	100%	75% after deductible
Routine Mammogram (One per benefit period)	100%	75% after deductible
Routine Pap Test (One per benefit period)	100%	75% after deductible
Routine Endoscopic Services (Ages 50 and over)	100%	75% after deductible
Routine Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, EKG, Urinalysis (One each per benefit period)	100%	75% after deductible
Routine PSA Test (One each per benefit period)	100%	75% after deductible
Outpatient Services		
Surgical Services	90% after deductible	75% after deductible
Diagnostic Services	90% after deductible	75% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	75% after deductible
	(60 visits combined per benefit period)	
Chiropractic Therapy - Professional Only	90% after deductible	75% after deductible (12 visits per benefit period)

	Plan Benefits	
Benefits	Network	Non-Network Facility Charges
Speech Therapy - Facility and Professional	90% after deductible (20 visits per benefit period)	75% after deductible
Cardiac Rehabilitation	90% after deductible	75% after deductible
Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	\$50 copay, then 75%
Non-Emergency use of an Emergency Room ⁵ (if not admitted)	\$250 copay, then 90%	\$250 copay, then 75%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	75% after deductible
Maternity	90% after deductible	75% after deductible
Skilled Nursing Facility	90% after deductible (180 days per benefit period)	75% after deductible
Organ Transplants	90% after deductible	75% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	75% after deductible
Ambulance	90% after deductible	75% after deductible
Durable Medical Equipment	90% after deductible	75% after deductible
Home Healthcare	90% after deductible (180 visits per benefit period)	75% after deductible
Hospice	90% after deductible	75% after deductible
Private Duty Nursing	90% after deductible	75% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

	Plan Benefits	
Benefits	Network	Non-Network Facility Charges
Prescription Drug (See 11.02 above)		
Step Therapy, Preferred Specialty Management, and Prior Authorization with additions shall be in effect.		

Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

This document is only a partial listing of benefits. This is not a contract of insurance. No person may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Department of Human Resources
 Salary Schedule
 School Safety Team Members/Security Guards
 Effective July 1, 2022
 4% Increase

JC 308 - SECURITY GUARD 24 HOURS/WEEK [SEC7]	
STEP	HOURLY RATE
0	\$ 16.86
1	\$ 17.86
2	\$ 18.86
3	\$ 19.86
4	\$ 20.86

JC 318S SECURITY GUARD 40 HOURS/WEEK [SEC4]	
STEP	HOURLY RATE
0	\$ 16.86
1	\$ 17.86
2	\$ 18.86
3	\$ 19.86
4	\$ 20.86

Building Safety Team Lead, when applicable, will receive a \$1.50/hour differential

JC 318 SECURITY GUARD TS 522 [SEC5]	
STEP	HOURLY RATE
0	\$ 16.86
1	\$ 17.86
2	\$ 18.86
3	\$ 19.86
4	\$ 20.86

LONGEVITY TO BE AS FOLLOWS:

- AFTER 16 YEARS - 10% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 20 YEARS - 11% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 24 YEARS - 12% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 27 YEARS - 13% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 30 YEARS - 14% OF MAXIMUM FOR EMPLOYEE'S JOB CODE

JC 308	
Based on a Maximum Hrly Rate of \$20.86	
16 YR	\$ 2.0860
20 YR	\$ 2.2946
24 YR	\$ 2.5032
27 YR	\$ 2.7118
30 YR	\$ 2.9204

JC 318S	
Based on a Maximum Hrly Rate of \$20.86	
16 YR	\$ 2.0860
20 YR	\$ 2.2946
24 YR	\$ 2.5032
27 YR	\$ 2.7118
30 YR	\$ 2.9204

JC 318	
Based on a Maximum Hrly Rate of \$20.86	
16 YR	\$ 2.0860
20 YR	\$ 2.2946
24 YR	\$ 2.5032
27 YR	\$ 2.7118
30 YR	\$ 2.9204



Department of Human Resources
 Salary Schedule
 School Safety Team Members/Security Guards
 Effective July 1, 2023
 3% Increase

JC 308 - SECURITY GUARD 24 HOURS/WEEK [SEC7]	
STEP	HOURLY RATE
0	\$ 17.49
1	\$ 18.49
2	\$ 19.49
3	\$ 20.49
4	\$ 21.49

JC 318S SECURITY GUARD 40 HOURS/WEEK [SEC4]	
STEP	HOURLY RATE
0	\$ 17.49
1	\$ 18.49
2	\$ 19.49
3	\$ 20.49
4	\$ 21.49

Building Safety Team Lead, when applicable, will receive a \$1.50/hour differential

JC 318 SECURITY GUARD TS 522 [SEC5]	
STEP	HOURLY RATE
0	\$ 17.49
1	\$ 18.49
2	\$ 19.49
3	\$ 20.49
4	\$ 21.49

LONGEVITY TO BE AS FOLLOWS:

- AFTER 16 YEARS - 10% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 20 YEARS - 11% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 24 YEARS - 12% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 27 YEARS - 13% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 30 YEARS - 14% OF MAXIMUM FOR EMPLOYEE'S JOB CODE

JC 308	
Based on a Maximum Hrly Rate of \$21.49	
16 YR	\$ 2.1490
20 YR	\$ 2.3639
24 YR	\$ 2.5788
27 YR	\$ 2.7937
30 YR	\$ 3.0086

JC 318S	
Based on a Maximum Hrly Rate of \$21.49	
16 YR	\$ 2.1490
20 YR	\$ 2.3639
24 YR	\$ 2.5788
27 YR	\$ 2.7937
30 YR	\$ 3.0086

JC 318	
Based on a Maximum Hrly Rate of \$21.49	
16 YR	\$ 2.1490
20 YR	\$ 2.3639
24 YR	\$ 2.5788
27 YR	\$ 2.7937
30 YR	\$ 3.0086



Department of Human Resources
 Salary Schedule
 School Safety Team Members/Security Guards
 Effective July 1, 2024
 3.5% Increase

JC 308 - SECURITY GUARD 24 HOURS/WEEK [SEC7]	
STEP	HOURLY RATE
0	\$ 18.24
1	\$ 19.24
2	\$ 20.24
3	\$ 21.24
4	\$ 22.24

JC 318S SECURITY GUARD 40 HOURS/WEEK [SEC4]	
STEP	HOURLY RATE
0	\$ 18.24
1	\$ 19.24
2	\$ 20.24
3	\$ 21.24
4	\$ 22.24

Building Safety Team Lead, when applicable, will receive a \$1.50/hour differential

JC 318 SECURITY GUARD TS 522 [SEC5]	
STEP	HOURLY RATE
0	\$ 18.24
1	\$ 19.24
2	\$ 20.24
3	\$ 21.24
4	\$ 22.24

LONGEVITY TO BE AS FOLLOWS:

- AFTER 16 YEARS - 10% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 20 YEARS - 11% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 24 YEARS - 12% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 27 YEARS - 13% OF MAXIMUM FOR EMPLOYEE'S JOB CODE
- AFTER 30 YEARS - 14% OF MAXIMUM FOR EMPLOYEE'S JOB CODE

JC 308	
Based on a Maximum Hrly Rate of \$22.24	
16 YR	\$ 2.2240
20 YR	\$ 2.4464
24 YR	\$ 2.6688
27 YR	\$ 2.8912
30 YR	\$ 3.1136

JC 318S	
Based on a Maximum Hrly Rate of \$22.24	
16 YR	\$ 2.2240
20 YR	\$ 2.4464
24 YR	\$ 2.6688
27 YR	\$ 2.8912
30 YR	\$ 3.1136

JC 318	
Based on a Maximum Hrly Rate of \$22.24	
16 YR	\$ 2.2240
20 YR	\$ 2.4464
24 YR	\$ 2.6688
27 YR	\$ 2.8912
30 YR	\$ 3.1136