

# **AGREEMENT**

**between the**

**AKRON BOARD OF EDUCATION**

**and the**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1  
CHILD NUTRITION  
SERVICES EMPLOYEES**

**Effective July 1, 2019 through June 30, 2022**

**FOREWORD**


On December 20, 1971, the Akron Board of Education and the Service Employees International Union, Local 1, Child Nutrition Services 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, Child Nutrition Services Employees covers a three (3) year period – July 1, 2019 through June 30, 2022.

**FOR THE BOARD**



Patrick Bravo  
Board President



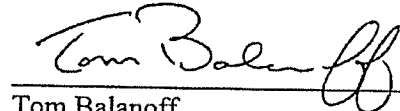
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David W. James, Superintendent

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**FOR THE UNION**



Tom Balanoff  
President, SEIU Local 1



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**AGREEMENT BETWEEN  
AKRON BOARD OF EDUCATION  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1, CHILD NUTRITION SERVICES EMPLOYEES**

**ARTICLE I -- RECOGNITION**

The Akron Board of Education, hereinafter referred to as the Employer, recognizes the Union as exclusive bargaining representative for all Child Nutrition Services employees of the Akron Public Schools who are regularly employed in the job codes listed below:

822	Secondary Helper
824	Child Nutrition Program Worker
826	Cook
830	Manager, Child Nutrition
831	Manager, Child Nutrition (CDC/Elementary)

\*Upon the retirement or voluntary departure of the employees who currently are assigned to Job Code 823, the position shall be eliminated.

The persons in these job codes are hereinafter referred to as “employees”, and the Union is recognized as exclusive bargaining unit representative for these employees in all matters pertaining to wages, hours, and terms and conditions of employment.

All other persons not in the above job codes are excluded from the bargaining unit.

This Agreement shall not deny any employee her/his individual right to be heard through established administrative channels.

The Employer shall retain full statutory authority to manage the Akron Public Schools as specified in Article III and to direct the work force in the Child Nutrition Services Department, except as otherwise provided in this Agreement.

Wherever the phrase “Executive Director” appears herein, such phrase means the Executive Director, Business Affairs, unless otherwise specified.

## **ARTICLE II -- CONFLICT PROVISIONS AND NONDISCRIMINATION**

### **1. CONFLICT PROVISIONS AGREEMENT**

This Agreement is subject to all existing statutes of the State of Ohio and Rules and Regulations of the Civil Service Commission of the City of Akron, Ohio, and the applicable administrative rules of the Director of State Personnel, which both parties agree to abide by. Unless otherwise negotiated, any provisions in this Agreement determined to be in conflict with any statute of the State of Ohio, or rules and regulations of the Civil Service Commission of the City of Akron, or applicable administrative rules of the Director of State Personnel by any court of competent jurisdiction, shall be null and void and of no further force and effect.

### **2. CONFLICTS WITH LAW**

In the event any federal law conflicts with any provisions 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.

### **3. 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, handicap, sex, national origin, age, or membership in or non-membership in the Union.

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 III -- MANAGEMENT RIGHTS**

- A.** The Union expressly agrees that the Employer retains without limitation each and every power, right and authority to manage its operations and work force except as expressly limited or relinquished by the clear and unequivocal language 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 Ohio Revised Code Section 4117.08(C) (1) through (9).
- B.** Among those rights reserved and retained by the Employer are the following:
- 1.** Establish and/or change the hours of work and work schedules for any employee.
  - 2.** Assign work to employees.
  - 3.** Make and enforce safety rules, rules of conduct and other rules or policies deemed necessary by the Employer for efficient operations.

4. Suspend, discipline, demote and/or discharge employees.
5. Select, hire, promote, transfer, layoff, recall and/or demote employees.
6. Determine and re-determine (if deemed necessary) the number and type of employees required, as well as the scope and/or nature of their jobs and job descriptions.
7. Select and/or change the equipment, materials, methods, processes, practices and/or procedures for the conduct of all operations.
8. Plan, direct and control all operations.
9. Otherwise take such measures as it may determine to be necessary for the orderly, efficient, and successful operation of its school system.

#### **ARTICLE IV -- PERSONNEL POLICIES**

##### **1. SCHOOL CALENDAR**

A school calendar shall be adopted annually for the subsequent year by the Employer and shall designate:

1. Work days with students.
2. Work days without students.
3. Paid holidays for Child Nutrition Services employees.
4. Non-paid holidays for Child Nutrition Services employees.

Two (2) choices for the school calendar shall be negotiated annually by the Employer and a committee composed of representatives of the recognized bargaining units. Each bargaining unit shall have one (1) representative on the school calendar committee for each five hundred (500) employees or fraction thereof in the bargaining unit.

The school calendar adopted by the Board shall be determined by a referendum of the members of all bargaining units and other full-time personnel who shall vote on the two (2) choices negotiated by the calendar committee and the Employer. The complete results of this balloting shall be posted in each building.



## **USDA Professional Standards Requirements**

Effective July 1, 2016, USDA has established minimum professional standards requirements for school nutrition professionals who manage and operate the National School Lunch and School Breakfast Programs. In accordance with these guidelines, all Akron Public Schools' Child Nutrition employees must receive annual continual education/training. The minimum number of hours required include:

JC 830 and 831 (Manager)	-- at least ten (10) hours of annual continuing education/training
JC 826 and 823 (Cook), JC 824 (Program Worker), and JC 822 (Secondary Helper)	-- at least six (6) hours of annual continuing education/training

Child Nutrition Services will make available the required training to meet these USDA requirements. Employees are required to attend to meet the minimum requirements for their job code. Employees will be paid their regularly hourly rate for attendance. This training may be held prior to school opening and closing and on instructional improvement days when schools are closed for students. When at all possible, Child Nutrition Services will notify employees at least one month in advance of anticipated training dates.

## **2. HOLIDAYS**

Employees shall be paid for eight (8) holidays.

Each employee will be paid for those holidays which are approved by the Board as paid holidays and other holidays legal or declared that are granted by the Board to any other employees in similar time schedules. The following are the eight (8) paid holidays:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day

### **3. SALARY SCHEDULE**

The salary schedule and provisions applicable to salaries of Child Nutrition Services employees currently in effect and approved by the Employer is available from the Human Resources Department.

#### Wages

The Board proposes a 2.1% increase effective July 1, 2019; a 2.3% increase effective July 1, 2020; and a 2.5% increase effective July 1, 2021.

Additionally, the Board proposes for Secondary Helpers (JC 822) an additional seventy-five cents (\$.75) per hour effective January 1, 2020, and an additional seventy-five cents (\$.75) per hour effective July 1, 2020. Also, Program Workers (JC 824), Cooks (JC 823 and 826), and Managers (JC 830 and 831) will receive an additional fifty cents (\$.50) per hour effective January 1, 2020, and an additional fifty cents (\$.50) per hour effective July 1, 2020.

#### **A. Secondary Cooks' Work Day**

Middle and High School Cooks shall be scheduled for a seven (7) hour work day during high meal production periods when school is in session. Meal production figures will be determined on a monthly basis by the Child Nutrition Services office and evaluated by the Child Nutrition Services Coordinator throughout the school year.

#### **B. Manager's Work Day**

School Managers shall be scheduled for an eight (8) hour work day during high meal production periods when school is in session. Meal production figures will be determined on a monthly basis by the Child Nutrition Service office and evaluated by the Child Nutrition Services Coordinator throughout the school year.

### **4. LONGEVITY ADJUSTMENTS**

**A.** An employee's years of service for longevity pay purposes will be calculated on regular continuous, complete years of service with the Board. Longevity pay shall be based upon completed years of service, and shall be calculated as follows:

- 1) An employee hired between July 1 and December 31 shall have an employment date for longevity of January 1.
- 2) An employee hired between January 1 and June 30 shall have an employment date for longevity of July 1.
- 3) Leaves of absence approved by the Board shall count as continuous service for longevity pay.

**B.** Longevity adjustments will be as follows:

Longevity adjustments for (Job Codes 822, 823, 824, 826, 830, and 831) employees eligible for longevity pay shall receive longevity pay in accordance with the following schedule (longevity amounts are not cumulative):

After 12 years – 10% of maximum for employee’s job code

After 16 years – 11% of maximum for employee’s job code

After 20 years – 12% of maximum for employees job code

After 24 years – 13% of maximum for employee’s job code

**5. ABSENCE COVERED BY SICK DAYS**

Notification shall be given by the employee to her/his immediate supervisor before absence from duty, except in extreme emergency. In such emergencies, telephone notification will be given as soon as circumstances will allow, in accordance with the written procedures of Child Nutrition Services. 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 due to illness or other causes encompassed by the Agreement for not less than five (5) days annually. This minimum benefit of five (5) days shall become effective and available to use annually on the first day of the contract year on which the employee is assigned to duty.

After an employee has used the full amount of accumulated sick days for illness, such employee may not be lawfully paid for further absence because of illness, except under the following procedures.

**A. ACCUMULATION**

1. Each employee shall be entitled to one and one-fourth (1¼) sick days with pay per month up to a maximum accumulation of fifteen (15) days per calendar year. The amount of sick pay accrued by an employee shall be based on the number of hours she/he works per day.
2. Maximum accumulation of sick days shall be 425 days. Sick day accumulation may be retained during an authorized leave of absence. Additional sick day accumulation may not be earned during an authorized leave of absence, except in the case of temporary military service, said service not to exceed thirty-one (31) calendar days in one (1) calendar year.
3. In the event an employee uses all accumulated sick days, she/he shall have the option of applying for a leave without pay in accordance with the provisions of this Agreement.

**B. TRANSFER OF SICK DAYS**

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

**C. CERTIFICATE OF ABSENCE**

1. The employee shall certify to the Employer the cause of the employee's absence. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the Employer of such request shall constitute an authorization of absence from duty.
2. The certificate of absence shall be submitted in compliance with the printed regulations contained on the Attendance Variations Form (S-2j).
3. The employee shall make an effort to complete and return the Attendance Variations Form to the Human Resources Department within two (2) work days upon the employee's return. Failure to supply the completed form will result in delay of the sick day compensation and/or discipline.
4. When an employee has been absent for more than five (5) consecutive work days because of personal illness, one (1) copy of the Certificate of Health Form (S-2e) shall be completed and attached to the Attendance Variations Form at the time it is submitted to the Human Resources Department.
5. In the event that the absence is for ten (10) days or more, an Attendance Variations Form and Certificate of Health Form are to be filed at the end of each payroll period. Failure to file these forms will result in delay of compensation for sick days.
6. The Certificate of Health Form shall be signed only by the employee and shall list the name and address of the attending physician and the dates the physician was consulted. Nothing in this form shall be construed to waive the physician-patient privilege. The Employer may inquire of the physician if such consultation did, in fact, occur. Falsification of a statement is grounds for suspension or termination of employment.

**D. ABSENTEEISM (EXCESSIVE)**

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, Local 100 contract and/or state law. Both parties 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, the 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, unless the employee is unable to perform the essential functions of the position.

**E. PERSONAL ILLNESS**

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

An employee on sick days shall be paid only for the number of sick days credited to and earned by such 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 a contagious disease, the employee shall submit the appropriate forms to her/his immediate supervisor. Failure to supply the completed form will result in delay of the sick day compensation and/or discipline.

**F. IMMEDIATE FAMILY ILLNESS**

For family illness, the "immediate family" includes husband, wife, 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 use 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 her/his immediate supervisor. If such absence extends beyond five (5) consecutive work days, the employee shall also submit a Statement of Necessity for Absence Form (S-2f), stating that

the employee's absence from duty is required. Failure to supply the completed form will result in delay of the sick day compensation and/or discipline.

## **6. ABSENCE (OTHER THAN ILLNESS)**

### **A. DEATH IN THE IMMEDIATE FAMILY**

1. For death, the "immediate family" includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, step-father, step-mother, step-brother, step-sister, any individual directly responsible for the rearing of the employee, or any dependent person in the immediate household.

A limit of three (3) consecutive work days, 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. Before salary payment is made for absence because of death in the employee's immediate family, the employee must submit an Attendance Variations Form (S-2j) to her/his immediate supervisor.

Notification shall be given by the employee to her/his immediate supervisor before absence from duty, except in extreme emergency. In extreme emergencies, the employee shall notify the employer as soon as circumstances will allow, in accordance with the written procedures of the Child Nutrition Services. 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 a grandparent, uncle, aunt, cousin, niece, nephew, grandchild, step-grandchild and in-laws other than those described under "immediate family."

A limit of two (2) consecutive work days, 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 an Attendance Variations Form (S-2j) to her/his immediate supervisor.

Notification shall be given by the employee to her/his immediate supervisor before absence from duty, except in extreme emergency. In extreme emergencies, the employee shall notify the employer as soon as circumstances will allow, in accordance with the written procedures of Child Nutrition Services. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

## **B. JUSTIFIABLE ABSENCE**

All employees may be authorized to be absent for personal business without loss of pay or deduction from sick days. Personal business is an obligation or emergency over which the employee has no control and which requires immediate attention. Generally, such absences are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time may be granted.

Request for such absence shall be given as far in advance as possible. In making such request, or upon return to work, if the justifiable absence was for an emergency, the employee shall complete and submit the Attendance Variations Form (S-2j).

The Superintendent may authorize justifiable absence for reasons other than those listed on the Attendance Variations Form (S-2j).

In all cases, justifiable absence shall be limited to no more than two (2) paid days per school year.

### Emergencies

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

### Obligations

1. Observance of religious holidays.
2. Attendance at graduation exercises high school and beyond involving an employee or a member of his/her immediate family.
3. Physical examination for induction into military service.
4. 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.
5. Attending a wedding involving the employee or a member of his/her immediate family.
6. Attendance at ceremonies where the employee or a member of his/her immediate family is receiving an award of major significance.
7. Appearance with civic, musical or drama groups on a non-paid basis.

8. Court appearances as litigant or witness.
9. The Superintendent may authorize justifiable absence for other reasons.
10. The reason for such request shall be included in writing on the appropriate form.
- \*11. Attending a personal retirement conference at SERS (one per career).

**C. UNRESTRICTED ABSENCE**

Authorization of one (1) day personal absence shall be given any employee with an accumulation of one hundred (100) or more sick days (as of July 1 of each year). This day may be taken at a time other than immediately prior to or after a scheduled holiday and/or vacation period. This day may not be taken during the first ten (10) work days or the last ten (10) work days of the school year, unless advance permission has been granted by the Coordinator for Child Nutrition Services for special circumstances. In addition, no more than one (1) employee at a time may be absent for this purpose or for the Attendance Incentive Day from each work site. A maximum of eight (8) employees may be off systemwide inclusive of both unrestrictive absence and AID utilization.

To qualify for the one hundred (100) Bonus Day, the employee must first complete one (1) year of service with the District.

**D. ATTENDANCE INCENTIVE DAY**

Any employee whose absence is no greater than five (5) days for the previous contract year (July 1 through June 30) may request authorization of one (1) day personal absence during the current contract year.

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

This day may not be taken during the first ten (10) work days or the last ten (10) work days of the school year, unless advance permission has been granted by the Coordinator for Child Nutrition Services for special circumstances. In addition, no more than one (1) employee at a time may be absent for this purpose or for the unrestricted absence from each work site. A maximum of eight (8) employees may be off systemwide inclusive of both unrestrictive absence and AID utilization.



## **INCENTIVE DAY(S) – OPTION TO WORK**

Employees who do not use incentive day(s) shall be paid the following additional amount:

The allowable amount to be received by one employee is One Hundred Dollars (\$100.00) for one (1) day and Three Hundred Dollars (\$300.00) for two (2) 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 her/his immediate supervisor within twenty-four (24) hours of the injury an accident report form.

Except under unusual circumstances, all workers' compensation papers filed by the employee with the Employer will be completed and forwarded by the Board within five (5) work days.

## **F. JURY DUTY**

A member receiving pay for Jury Duty shall retain that pay to defray expenses of serving.

## **7. PERFECT ATTENDANCE BONUS PAY**

Perfect attendance will be awarded as follows:

- 1) Cooks (Job Codes 823, 826), Managers (Job Codes 830, 831), and CN Program Worker (Job Code 824) -- \$500.00
- 2) Secondary Helper (Job Code 822) -- \$300.00

To be paid the last pay in July.

Absences for unrestricted absence, attendance incentive day, jury duty, professional development (modification of worksite) and perfect attendance days shall not be counted when determining perfect attendance.

## **8. LEAVES OF ABSENCE**

Leaves of absence without pay may be granted to employees upon request for reasons consistent with Board policy. Approval for any such leave must be obtained in advance.

### **A. ILLNESS LEAVE**

#### **1. Eligibility**

Any employee who is unable to perform satisfactorily the duties of her/his position because of personal illness, pregnancy, or other physical disability, shall be granted a leave of absence without pay for the remainder of the school year (June 30) or for a full school year (July 1 through June 30). Such leave of absence may be renewed for an additional school year.

The Board will maintain health insurance coverage only through the last day of the month in which personal illness leave is granted. The Board will provide to the employee the standard COBRA notification upon approval of illness leave.

#### **2. Application**

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.

#### **3. Early Termination**

Termination of such leave before its expiration date, provided the request for the termination is made in writing by the employee to the Employer and that the request is accompanied by a statement from the attending physician recommending return to duty, shall be at the discretion of the Employer and in accordance with the needs and interests of the schools. The physician's statement shall state the physical limitations, if any, under which the employee may return to work.

#### **4. Application for Reinstatement**

Application for reinstatement shall be made at least thirty (30) calendar days before the expiration of such leave. Not less than ten (10) days before the expiration of the leave, the employee shall submit a written

statement from the attending physician certifying that the employee has been medically examined and that she/he is able to resume her/his duties with the Employer when the leave of absence expires. The Employer may require, at Employer's expense, an examination by a physician of its choice before the employee is reassigned.

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

## **B. DEPENDENT CARE LEAVE**

### **1. Eligibility**

An employee may be granted a leave of absence without pay for the remainder of the school year (to June 30) in order to care for an incapacitated member of her/his immediate family. Such leave may be renewed for an additional school year.

The Board will maintain health insurance coverage only through the last day of the month in which dependent care illness leave is granted. The Board will provide to the employee the standard COBRA notification.

### **2. 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 regular and continuing basis, is vital to the recovery of the individual under treatment. An application for renewal shall be made by April 15 of the school year for which the initial leave was granted.

### **3. Early Termination**

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

**4. Application for Reinstatement**

Application for reinstatement must be made by April 15 of the school 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 she/he held at the time said leave commenced, if available; if not, to an equivalent position.

**C. PARENTAL LEAVE**

**1. Eligibility**

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

The Board will maintain health insurance coverage only through the last day of the month in which parental leave is granted. The Board will provide to the employee the standard COBRA notification.

**2. Application**

Said request shall be made at least thirty (30) work days prior to the anticipated birth date of the child or effective date of the adoption. 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 school year in which the child's arrival is to occur, unless such leave is earlier terminated, as hereinafter provided. The leave may, upon the request of the employee, be extended for one (1) additional school year.

**3. Application for Reinstatement**

Application for reinstatement shall 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.

**4. Reinstatement**

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

## **D. PUBLIC OFFICE**

### **1. Eligibility**

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

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

If elected or appointed to public office, the employee shall request an assessment conference with the Coordinator, Child Nutrition Services, to determine the relationship between said office and 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 her/his 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 effective date of the appointment.

### **2. Application**

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

### **3. Application for Reinstatement**

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

### **4. Reinstatement**

Reinstatement shall be to the former or equivalent position.

## **E. MILITARY LEAVE**

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

**F. UNREQUESTED LEAVE OF ABSENCE**

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

**G. UNRESTRICTED LEAVE**

An employee may request a one-year unpaid leave of absence without specification of the reason. The leave is for a one-year period and does not provide for early termination. This request shall be submitted at least thirty (30) work 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 at the conclusion of the one (1) year leave period, he/she shall notify the Office of Child Nutrition 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 this ninety (90) calendar day period to either return to her/his previous position or continue in the new classification.

**9. ABSENTEE REPLACEMENT**

Employees will be replaced the first day of absence with a Temporary Helper when possible, or additional hours will be authorized when needed.

Due to an unexpected increase in student participation at the beginning of the school year, a Manager may request that the Coordinator, Child Nutrition Services, give consideration to the temporary assignment of a Temporary Child Nutrition Helper for a minimum of two (2) hours per day. Based on student participation, a final determination

as to the need to assign a permanent position for the remainder of the school year will be made on or before November 20.

## **10. VACANCIES**

If a vacancy is to be filled as the result of an individual being reclassified to a higher position, every attempt will be made to fill the vacancy after successful completion of a ninety (90) day probationary period by the reclassified employee. The number of days to fill the vacancy may be extended when the employee who vacated the position receives less than a satisfactory forty-five (45) day probationary period rating in her/his new position. A vacancy occurs at 12:01 a.m. on the last day an employee serves in the position as determined by official Board action. Whenever possible, all vacancies other than promotional shall be filled within thirty (30) days. The Union will be notified within fifteen (15) days of any vacancy that will not be filled. The notice will be in writing and will include the reason that the position is being eliminated. This procedure will apply only when the Employer intends to fill a vacancy and shall not require the Employer to fill any vacancy that occurs.

## **11. DISCIPLINARY CONFERENCES**

Conferences for disciplinary purposes or reprimands shall be in private. The employee shall be notified in writing of the time, place and purpose of the disciplinary conference at least forty-eight (48) hours in advance of the meeting. An employee may request a Union official to attend the meeting if she/he so desires. When such a request is made, the meeting shall not proceed until the representative is present. A member summoned to any meeting will receive a forty-eight (48) hour written notice prior to the meeting to allow for proper representation. The notice will include the reasons for the meeting and the time and place of the meeting. At the beginning of the meeting, the employee will be given a copy of any document to be used at the meeting. The employee and his/her representative will be given time to review such documents prior to continuing the conference. When possible, such meetings shall be conducted during the employee's work shift. If such a meeting is held at a time other than during her/his work shift, she/he shall be paid for such time or such time shall be counted toward the total hours she/he is scheduled to work that day.

### **Suspensions Over Holidays**

Suspensions without pay shall not be lengthened due to the occurrence of a paid holiday during the period of suspension but the suspended employee will serve the full number of work days in suspension. For example, a ten (10) day suspension will result in ten (10) missed work days by the employee.

## **12. HEALTH AND SAFETY COMMITTEE**

It is the policy of the Employer to provide safe and healthful working conditions for all employees. In furtherance thereof, a committee of not more than three (3) employees, approved by the Union, will meet when necessary with the Executive Director, Business

Affairs, or her/his designated representative to discuss health and safety issues. Items of concern will be submitted in writing five (5) work days after such meeting and a reply will be forthcoming from the Executive Director, Business Affairs, within five (5) work days after said meeting. Those requiring action, as approved by the Executive Director, Business Affairs, will be implemented as soon as possible.

The Employer shall attempt to make adult restroom facilities available to all employees at all school facilities.

The Employer shall exert its best efforts to protect all employees in this bargaining unit from verbal abuse and physical assault while engaged in the performance of their duties. Any employee who is affected by either verbal abuse or threat of physical assault shall report this matter to her/his supervisor.

No employee shall be asked to, or be expected to, discipline or supervise any pupil, other than student helpers. This does not reduce the responsibilities of all employees to preserve the health and welfare of pupils in emergencies.

### **13. PARKING**

Parking facilities shall be available to all employees on an equal basis, except that a preference for handicapped parking shall be permitted.

### **14. MILEAGE**

Employees 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 the date on which the mileage reimbursement is issued.

### **15. PERSONNEL FILES**

Any complaint or letter referring to an employee's work performance that is kept on record shall be noted to the employee by letter and she/he shall be given an opportunity to file an answer to said letter. The answer shall be attached to the letter and placed in the personnel file. Any complaint inserted in the employee's file may be grieved through the procedure for removal.

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.

An employee's personnel file, excluding employment references, shall be open for inspection to such employee upon request. The employee may have a representative of the Union present while she/he reviews her/his file.



**16. DISCREPANCIES IN PAY**

Discrepancies in individual pay must be brought to the attention of the Child Nutrition Services Office before corrections can be made. The discrepancies will be corrected by the Treasurer's Office upon authorization from the Child Nutrition Services Office. The amount of the discrepancy will be corrected in the next pay period.

**17. PERFORMANCE EVALUATIONS**

An annual performance evaluation will be completed in January of each year for all regular employees. 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) work days of the employee's receipt of the form.

When the immediate supervisor has concerns with the employee's performance, the employee will be notified of the concerns and the intent to begin interim evaluations. The immediate supervisor will be one of the raters on the evaluation report.

**18. PAY DAYS**

All employees are required to enroll in direct deposit and authorize Akron Public Schools for payroll direct deposit. Employees will provide necessary documentation to the Payroll Office as requested. Guidelines for direct deposit will be updated in the Payroll Office in accordance with Board policies. At the time of this agreement, direct deposit is available to any bank, savings and loan, credit union, or any institution that participates in the Automated Clearing House System.

**ARTICLE V – ASSIGNMENT CHANGES**

**1. JOB BIDDING AND TRANSFERS**

A. As vacancies occur for JCs 822, 823, 824, 826, 830, and 831, a job posting will be sent to each location stating the open position. Any bargaining unit employee interested in the open position must complete a letter of interest and submit it to the Child Nutrition Services office within the five (5) days the position is posted. The most senior person currently holding that classification will fill the job opening. If a current Child Nutrition Services employee expresses no interest, the vacancy will be filled by policy. The Union will be informed of who is placed in any open positions within five (5) workdays of the position being filled.

## 2. TRANSFER

- A. No employee shall make more than one transfer per school year.
- B. An employee with less than a satisfactory Civil Service rating in any category who becomes eligible for a transfer will attend a counseling session with the Employer before the transfer. If the employee receives the same or similar rating on the next evaluation, she/he may not submit a new bid for the subsequent year.
- C. Child Nutrition Services employees related by blood or marriage shall not be assigned to the same worksite.
- D. The Coordinator, Child Nutrition Services, may request a just cause transfer of an employee. Such transfer must be preceded by a conference with the employee; the employee may have present a representative of her/his choosing at the meeting.
- E. A just cause transfer under this paragraph will not be counted as the one (1) transfer allowable.

## 3. PROMOTION

An employee who is promoted will be eligible to submit a bid after successful completion of a ninety (90) day probationary period.

### **Cook Promotion**

If no Cook lateral moves into an existing opening, the open Cook position shall be posted at all secondary buildings for bargaining unit employees (BUEs) only. BUEs interested in the open Cook position shall submit a letter of interest to the Coordinator, Child Nutrition Services, within the five (5) day time period listed on the posting. The five (5) most senior BUEs possessing satisfactory or higher employee service ratings in all areas for the one (1) most recent evaluation period shall be interviewed and tested. The interview committee shall consist of the following members: Child Nutrition Services Coordinator; Child Nutrition Services Specialist assigned to the posted school; and Child Nutrition Services Manager assigned to the posted school. Selection will be made from the five (5) candidates completing the interviewing and testing process.

### **Manager and Program Worker Promotion**

Current child nutrition employees who submit a letter of interest to the Coordinator of Child Nutrition Services within the five (5) day time period listed on the posting for a Manager or CN Program Worker position shall be considered for the position under the following procedure:

- 1. All candidates for the position must possess a satisfactory or higher rating on all areas for the one (1) most recent evaluation period.

2. All candidates who meet the criteria in 1. above shall be tested. Candidates will be given .2 points for each year of seniority within the District added to his/her test score.
3. The top seven (7) candidates on the test results will be interviewed. The successful candidate will be chosen from this list.

#### **4. REDUCTION IN PERSONNEL/BUILDING CLOSURES**

If an employee must be transferred to another building by reason of a reduction in personnel, the employee with the least system-wide seniority shall be transferred. The person transferred may select any vacancy to which her/his seniority may entitle her/him and for which she/he is qualified.

If notification of building closures are prior to January of a given year, 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 at the buildings as they are closed.

Whenever a building is to be closed permanently, the staff of such building shall be notified as early as possible in order to allow the bidding procedure to be utilized properly. The bids will be honored if openings exist; thereafter, assignments to last open position that exists without a bid. If there are not enough open positions to absorb all staff members involved in the building closure, Article V, Section 5 – Layoff Procedures will be followed.

#### **5. LAYOFF PROCEDURES**

Whenever it becomes necessary to reduce the number of permanent employees, the Employer shall designate job classifications to be affected by said layoffs. A written notice shall be sent fourteen (14) days prior to the effective date of layoff.

The employee in a probationary period or with the lowest continuous system-wide seniority in the job classification affected shall be the first laid off.

System-wide seniority shall be defined as the length of continuous full-time employment with the Employer as computed from the employee's most recent date of assignment in a bargaining unit job classification.

The employee may then bump and displace only the least senior employee in the same classification as the displaced employee. The last displaced employee in a classification may then bump and displace only the least senior employee in a lower classification. A manager would displace only the least senior manager first and then the least senior manager would bump down into the cook's classification and bump and displace only the least senior cook. The displaced cook would bump down into the program worker classification and displace only the least senior program worker. The displaced program worker would bump down into the secondary helper classification and displace only the

least senior secondary helper. The displaced secondary helper will be offered the position of temporary helper. The employee shall assume the hours worked, the salary rate, and fringe benefits of the lower job classification, and be placed on the same salary step in the lower position.

Employees affected by layoff shall be recalled in the reverse order of layoff, most senior first, to the original job classification from which each was laid off before any newly hired or newly promoted employee. Employees shall remain on the recall list for two (2) years.

The employee, when recalled, shall assume the same step on the salary schedule acquired at the time of layoff or when working in a lower job classification.

The above layoff and recall procedures have been negotiated by the parties to replace any and all other procedures under state or local law, or civil service regulations.

The Board will maintain health insurance coverage through the last day of the month in which the layoff occurred plus one (1) month. The Board will provide to the employee the standard COBRA notification.

An updated seniority list shall be provided to Kitchen Managers on or about January 1st. Such list shall be posted in each kitchen and simultaneously provided to the Union.

## **ARTICLE VI -- GENERAL WORKING CONDITIONS**

### **1. WORK PERIOD**

The normal work week for all employees shall be from Monday through Friday of each week.

### **2. LUNCH AND REST PERIODS**

All employees shall be entitled to one (1) fifteen-minute rest period during every four (4) hours worked. The rest period shall be taken in increments of no less than fifteen (15) minutes.

### **3. WORK LOAD AND WORK POLICIES**

Each employee shall be responsible for the performance of any task assigned by her/his designated supervisor. Any other person who wishes to change the duties of said employee shall accomplish this through the employee's supervisor, except in emergencies.

The work load within work assignments shall be fairly and equitably distributed at each work site.

No employee shall be required 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 or commission.

Employees are required to abide by all existing rules, regulations and policies established by the Child Nutrition Services Department. Employees shall not conduct personal business during the work day without permission from their Child Nutrition Manager. New policies or policy changes affecting conditions of employment for the Child Nutrition Services Department issued by the Employer will be discussed with a committee of the Union prior to their issuance.

Employees shall be paid for all services performed for the Employer.

### **Dress and Hygiene**

Employees shall be subject to the guidelines found in the Child Nutrition Services handbook. Designated “special” days such as Team/Spirit days shall be exempt from the dress provisions.

#### **4. ADDITIONAL TIME (BEYOND NORMAL WORK SCHEDULE)**

Any employee who is required, because of her/his job responsibility, to stay beyond her/his normal work schedule to complete her/his assignment shall be paid for that time at the applicable rate, providing approval of such additional time is obtained from the supervisor.

All Child Nutrition Services employees will be scheduled for regular duty on the opening school year prep day. A Child Nutrition Services Manager anticipating a need for additional Child Nutrition Services employee time in order to finish the required prep day tasks may seek approval for up to two (2) hours of additional work time per employee. Approval is to be obtained from the Coordinator, Child Nutrition Services, or his/her appointed designee. Child Nutrition Services employees will be paid for all time actually worked. Approval will not be withheld without good reason.

All Child Nutrition Services employees will be scheduled for regular duty on the last scheduled school day for students plus one (1) hour per employee in order to perform all kitchen-closing activities. A Child Nutrition Services Manager anticipating a need for additional Child Nutrition Services employee time beyond the added one (1) hour per employee may seek approval for up to two (2) hours of additional work time per employee to perform all kitchen-closing activities. Approval is to be obtained from the Coordinator, Child Nutrition Services, or his/her appointed designee. Child Nutrition Services employees will be paid for all time actually worked. Approval will not be withheld without good reason.

**5. PAY COMPUTATION (OVERTIME)**

- A. In the computation of overtime, paid holidays shall be considered in the same calendar week in which they fall as time worked.
- B. Responsibility pay shall be paid one (1) hour at time and one half for all classifications. When special event times are not worked by the Manager, the member shall be entitled to responsibility pay.
- C. Any employee who is required to report back to work after the close of her/his shift, or on any day that is not a regular work day, shall be paid a minimum show-up time of two (2) hours and shall be paid at the rate of time-and-one-half, if she/he works more than forty (40) hours in one (1) week.
- D. Time-and-one-half shall be paid for all hours worked by an employee:
  - 1. Over forty (40) hours in one (1) calendar week.
  - 2. On Saturdays and Sundays.
  - 3. On paid holidays approved by the Board for Child Nutrition Services employees.
- E. An employee who is not required to work on a day the schools are closed because of calamity shall receive her/his regular salary for such day. Such time shall be included as time worked for the purposes of computing overtime in any week in which such day may occur. An employee shall not be paid for any make-up days, excluding Saturdays, Sundays, and holidays, regardless of the reason for the calamity.
- F. The Employer shall attempt to distribute overtime on an equal basis among qualified employees in the same job classification at each work site. An employee shall be considered qualified if she/he has performed the same or similar work during her/his regular work day. No employee in this bargaining unit shall be obligated to work overtime against her/his wishes, except in extreme emergency. Overtime hours refused shall be charged as overtime worked for purposes of balancing overtime.

**6. OTHER WORKING CONDITIONS**

- A. Persons whose work assignment requires the use of gloves shall be furnished gloves by the Employer. If possible, Employer will provide long, tight work gloves to use during the washing of dish/pot/pan water.
- B. No single employee in this department shall be required to lift any container or product that weighs forty (40) pounds or more, including the weight of the container.

- C. Employees at the Distribution Center shall not be required to deliver lunches to cafeterias in their personal vehicles.
- D. First aid supplies shall be made available for emergencies.
- E. Notification of Changes (Schedules)

The building principal shall notify the Child Nutrition Manager of any changes affecting either time schedule or number of participants at least forty-eight (48) hours in advance of such changes whenever possible.

- F. Ventilation Fans

Child Nutrition Services will furnish one large fan per secondary locations, OSHA and Health Department approved. Possible additions may be requested by a Child Nutrition Services Manager during normal large equipment requests period in the spring of any school term.

## **7. CERTIFICATION STATUS**

Employees who have taken the “Serving Safe Food” Certification Course or equivalent Health Department-approved food certification course offered by Child Nutrition Services will receive fifty (50) cents per hour additional pay. This pay increase is to be added to the base salary after any negotiated increase in pay rate is complete. Child Nutrition Services will offer the “Serving Safe Food” Certification Course once per year after the close of the school term if it deems that there are adequate numbers of eligible employees for the course to be offered and a certified instructor can be located. Child Nutrition Services employees will be required to attend all classes offered in each session; participate in the scheduled exam; and be certified by the passing of the exam in order to be eligible for this program. Program participants will be compensated for their time spent in the course/exam work at their regular hourly rate. The Coordinator, Child Nutrition Services, will notify Human Resources of those Child Nutrition Services employees who have successfully become certified after the class listing of exam grades are received from the National Restaurant Association – The Educational Foundation or an approved equivalent. Each employee is eligible for the increase in hourly pay only one time during their employment. “Serving Safe Food” certification is strongly recommended for all employees; however, in accordance with the Summit County Department of Health and Ohio Food Code rules, it is required for JC 830 and 831 (Managers), JC 823 and 826 (Cook), and JC 824 (Program Worker), except for current employees who shall be grandfathered through the end of their certification period.

## **8. COMPENSATORY TIME**

A member when offered authorized special event time or authorized additional work time due to the lack of a substitute temporary helper to replace an absent employee, may elect payment for the extra time or may elect compensatory time off in lieu of payment. The

decision to receive payment or to take compensatory time must be made at the time the hours worked are offered.

Should the member elect to take compensatory time, the member must apply, in writing, five (5) days in advance, except in an emergency, for use of the accumulated hours designating at what time the compensatory time will be taken during the shift (i.e. at the start of the shift; at the end of the shift) to the Coordinator, Child Nutrition Services, for approval. Child Nutrition Services Managers may accumulate up to eight (8) hours.

Cooks, Program Workers, and Secondary Helpers can accumulate up to the equivalent of one (1) workday. No more than one (1) member per work site or eight (8) per system may take such compensatory time on the same day. Compensatory time must be taken within ninety (90) calendar days of the time worked, or payment will be issued for the compensatory time. Child Nutrition Services Managers shall record all time on the regular payroll sheet, and designate if employee authorized the time has elected payment or compensatory time.

A form will be generated to record the following: members' name, work site, date of hours worked, number of compensatory hours accumulated, and the 90-day date for expiration. The member will enter all information on the form. The form will be forwarded to the Child Nutrition Services Manager and the Child Nutrition Services Coordinator. Compensatory time only accrues during a school term and does not carry-over into a new school year. Failure to complete the form or to complete it properly may delay receipt of compensation.

## **9. CHEMICAL ABUSE**

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, provided the meeting can be held within a reasonable time without delaying the chemical test. 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, or fails to respond to treatment, and the result of such refusal or failure is such that job performance continues to be adversely affected, disciplinary action appropriate to the deficient job performance shall be taken by the Employer.



## **10. CAFETERIA MANAGER STAFFING**

Secondary production kitchens with four (4) or more regular employees shall have a Manager.

### **ARTICLE VII -- NO STRIKES OR WORK INTERRUPTIONS**

- A.** The Union agrees that there shall be no strikes, sympathy strikes, wildcat strikes, sit downs, slow-downs, boycotts, work stoppages, or any other acts which interfere with any aspect of the Employer's operations during the term of this Agreement and during the entire period of any negotiations and/or impasse dispute settlement procedure (Article XIII) which may extend beyond the expiration date of this Agreement.

It is understood and agreed that the foregoing proscriptions apply to the Union itself, as well as its officers, agents, representatives, members and any employees it represents.

- B.** 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.
- C.** 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 VIII -- GRIEVANCE PROCEDURES**

#### **GRIEVANCE PROCEDURES**

- A.** A "grievance" is defined as a claim by an employee that the Employer has violated a specific provision of this Agreement. When a grievance arises it shall be processed in the manner set forth below. Pending the processing of the grievance, there shall be no interruption of work.
- B.** The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.
- C.** The aggrieved person or persons may be represented at all stages of the grievance procedure by any person of her/his own choosing.
- D.** The Union shall have the right to have its representatives at all stages of the specified grievance procedure.

E. If the 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.

F. Grievances shall be resolved in the following manner:

**1. INFORMAL**

The aggrieved person may meet with his/her supervisor to discuss issues prior to filing a grievance.

**2. LEVEL ONE**

The aggrieved person shall meet to discuss the issue with the Coordinator, Child Nutrition Services, and will be permitted to have his/her Union Representative present. The Administration shall meet with the aggrieved member within five (5) workdays of when the grievance is filed. The Coordinator, Child Nutrition Services, shall, within five (5) work days after the meeting, submit a written answer to the grievance with copies to the Executive Director, Human Resources, or her/his designee, the Union, and the aggrieved person.

**3. LEVEL TWO**

If the aggrieved person is not satisfied with the answer provided at Level One, she/he may, within five (5) work days after receipt of the Coordinator's reply, request in writing that the Union review the grievance by calling the Union. If the Union desires, it shall, within ten (10) work days after receipt of the employee's request, refer the matter in writing to the Executive Director, Human Resources or her/his designee. The Executive Director, Human Resources or her/his designee shall, within ten (10) work days after the receipt of the grievance, meet with the aggrieved person and a representative of the Union, and submit a written answer to the aggrieved person and to the Union.

Should the Union decline to refer the grievance, it shall, within ten (10) work days after receipt of the request from the employee, provide written notification of such decision to the aggrieved person and the Executive Director, Human Resources or her/his designee. In such event, the aggrieved person may independently forward the grievance, in writing, to the Executive Director, Human Resources or her/his designee. However, if the written grievance is not referred by the aggrieved person to the Executive Director, Human Resources, or her/his designee, within fifteen (15) work days after the Union has declined--in writing--to refer such a grievance, the grievance shall be considered waived.

#### **4. LEVEL THREE – MEDIATION**

The President may, within fifteen (15) work days after receipt of the Level Two response, notify the Executive Director, Human Resources, or her/his 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:

- a) The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.
- b) A mediator, from the panel, shall be selected on a rotating basis depending upon availability, to hear grievances.
- c) The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.
- d) 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.
- e) If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
- f) 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.
- g) Costs for the mediation shall be shared equally by the Union and the Board.

#### **5. LEVEL FOUR – ARBITRATION**

The Union may, within fifteen (15) work days after receipt of the Level Two or Level Three response, notify the Executive Director, Human Resources, or her/his designee, of its intent to submit the grievance to arbitration, and request a list of arbitrators from the Federal Mediation and Conciliation Service.

Within five (5) days of the receipt of such a list, a representative of the Union and the Executive Director, Human Resources, or her/his designee, shall select an

arbitrator by alternately striking a name from said list until only one (1) remains. The striking of the first name shall be determined by the tossing of a coin.

The arbitrator shall report her/his recommendation to the parties as expeditiously as possible. Thereupon, each party shall accept or reject the arbitrator's recommendation within fifteen (15) work days, by official action.

Costs incurred by the arbitrator shall be shared equally by the Union and the Employer.

## **ARTICLE IX – RIGHTS OF THE UNION**

### **1. CONFERENCE AND UNION ACTIVITIES**

The Employer shall authorize up to a total of eight (8) days with pay per year for employees selected to serve on programs, to attend training or conferences, or in any official capacity at Union meetings. Additional days beyond eight (8) may be authorized to any employee elected or selected to serve as an officer or delegate to Service Employees International Union, Local 1, the Council of Ohio School Unions, the Ohio AFL-CIO, the Akron Labor Council, or any legitimate labor group to which the Union is affiliated. Requests for such authorized leave shall be made to the Superintendent. The Employer is not obligated to incur additional cost by reason of such leave.

### **2. CHECK-OFF OF 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 ( $\frac{1}{2}$ ) 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. Political Action Deductions**

Upon receipt of a properly executed Local 1 form(s) authorizing the deduction of 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.

**3. USE OF SCHOOL (PONY) MAIL AND BULLETIN BOARDS**

The Union shall have the right to use the school (PONY) mail for official Union matters which specifically pertain to Child Nutrition Services employees.

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

**4. UNION BUSINESS**

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

## **5. RELEASE TIME FOR UNION STEWARDS**

The Coordinator, Child Nutrition Services, or her/his designated representative may authorize release 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. If the Union steward visits a school building, she/he shall first report to the office and sign in.

## **ARTICLE X -- FRINGE BENEFITS**

### **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 purpose of the committee is to allow joint consultation on matters concerning 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.

Employees that fully participate in Paladina or the Wellness Program will have their share of premium capped at eight percent (8%) effective July 1, 2020. Other employees who do not participate in the Wellness Program or Paladina will contribute thirteen percent (13%) effective July 1, 2020.

### 1. HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE

- A. Hospital, Surgical and Major Medical Insurance shall be provided with the wellness participant member and the Paladina 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) and thirteen percent (13%) of the premium equivalent per month for the non-wellness participant coverage in which he or she is enrolled for the 2020-2021 and 2021-2022 school years.

To be included as a wellness participant, the qualifying member must meet the wellness program requirements as defined above.

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 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.

**2. PRESCRIPTION INSURANCE**

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

<u>Nonspecialty</u>	<u>Retail</u>	<u>Home Delivery</u> <u>(90-day supply)</u>
Generic	\$10	\$20
Formulary	\$30	\$60
Non-Formulary	\$60	\$120
Specialty (effective 03/01/20)	\$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.

**3. FRINGE BENEFITS FOR NEW HIRES**

Fringe benefits will be provided to new employees upon completion of their satisfactory forty-five (45) calendar day probationary period and BCII background check, if required. The Board shall provide a PPO program with different network options. An open enrollment period, typically in October, shall be held annually.

For Job Codes 823, 826, 824, 830, and 831, the Employer agrees to provide, during the term of this Agreement, a hospitalization, surgical, major medical, prescription dental, vision, and term life insurance. Health maintenance organizations shall be made available to the extent required by law. Employees in Job Code 822 employed prior to July 1, 2010, shall receive hospitalization, surgical, major medical, prescription, and term life insurance. Employees in Job Code 822 who are employed on or after July 1, 2010, shall not be eligible for medical insurance benefits.

**4. 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 \$1,500.00, 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.

## **5. SPOUSAL ENROLLMENT**

If an 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).

For the 2019-2020 school year, this requirement does not apply to any spouse who is required to pay more than twenty-five percent (25%) of the single premium\* to participate in his/her employer’s workplace or group health insurance coverage and/or prescription drug insurance coverage. Thereafter, the twenty-five percent (25%) waiver described in this paragraph no longer applies. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

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 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

## **6. THEFT AND VANDALISM**

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$750. 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 for 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 the Child Nutrition Concerns and Office of Staff Relations.

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

**7. SECTION 125 FLEXIBLE BENEFIT PLAN**

Effective January 1, 2018, and for each calendar year for the duration of the contract, 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 (\$2,500) 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) Five Hundred Dollars (\$500.00). 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 \$2,500.

Effective January 1, 1994, or as soon thereafter as practicable, the Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

**8. DEDUCTIONS FOR TOWPATH CREDIT UNION**

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

**9. TERM LIFE INSURANCE**

Term life insurance shall be provided at Board expense for all employees. The face valuation of the term life policy will be one and one-fourth (1¼) times the employee's annual salary, rounded to the nearest \$1,000.

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. TAX-SHELTERED ANNUITIES**

The Employer shall provide a reduction of salaries to all employees who wish to participate in a tax-sheltered annuity program.

The program shall be handled by approved carriers as designated by the Treasurer of the Board. The various annuity carriers shall not be permitted to solicit individual employees during the workday or on Board property.

The Employer and the Treasurer of the Board shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

## **11. SEVERANCE PAY**

The Employer shall provide severance pay for those employees who retire directly from the Akron Public Schools under service provisions of the School Employees Retirement System.

Such pay shall be determined as follows:

- A.** An employee who qualifies for severance pay shall 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.
- B.** An employee shall receive two (2) additional days of severance pay credit for each year said employee had perfect attendance commencing July 1, 1976, through June 30, 1981.
- C.** An employee shall receive one (1) day of severance pay credit for each year said employee had perfect attendance commencing July 1, 1981.
- D.** 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.

**12. NONRESIDENT MEMBERS CHILDREN ENROLLMENT**

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

**13. PRE-PAID LEGAL PROGRAM**

The Employer shall provide a reduction of salaries to all employees who wish to participate in a pre-paid legal program.

The program shall be handled by approved carriers as designated by the Treasurer of the Board. The various pre-paid legal carriers shall not be permitted to solicit individual employees during the work day.

The employees and the Treasurer of the Board shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

**14. PURCHASE OF SERVICE CREDIT**

Employees may purchase service credit on a payment schedule per SERS guidelines.

**ARTICLE XI -- NEGOTIATION PROCEDURES**

A written request for the opening of negotiations shall not be made earlier than seventy-five (75) days prior to the contract termination date. Upon receipt of a written request for opening negotiations, either party will have five (5) work days to reply to the request. A meeting date shall be agreed upon within fifteen (15) days of such request. Meetings between the Union and the employer shall, unless otherwise agreed upon, be scheduled outside the regular work day.

Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within seventy-five (75) days from the time of receipt of the original written request referred to in the paragraph above.

- A. During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the news media.
- B. The chairman of either negotiating committee may recess her/his committee for independent caucus at any time.

## **ARTICLE XII – INTENT OF AGREEMENT**

When the participants reach Agreement, such Agreement shall be reduced to writing and signed by the chairman of the respective committee. Within ten (10) work days, thereafter, said Agreement shall be submitted to the Union for ratification. If the Union ratifies said Agreement, upon written certification by the Union of said ratification to the Employer, the Board shall consider the ratification at its next meeting. The Board may also elect to defer consideration of the Agreement to its following meeting when seventy-two (72) hours have not passed between the receipt of written notification of the Union ratification and the next Board meeting.

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 XIII -- IMPASSE DISPUTE SETTLEMENT PROCEDURE**

1. The parties to this Agreement are the Akron City School District Board of Education and the Service Employees International Union Local 1 (Child Nutrition Services employees).
2. 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.
3. The parties shall make every effort to bring their negotiations to a successful conclusion within seventy-five (75) calendar days following the receipt of the written request referred to in Article XI. The parties may, by mutual written agreement, extend the above-referenced seventy-five (75) calendar day negotiation period.
4. If the parties are unable to resolve all appropriate issues within seventy-five (75) calendar days following the receipt of the written request referred to in Article XI, 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.
5. Both parties agree that this procedure is the final step in negotiations.

## 6. In-Term Bargaining

Any negotiations required under this Agreement or otherwise by law are subject to the procedures outlined in Article XIII of this Agreement. In the event either party invokes the provisions of Article XIII of this Agreement, the mediation procedure in Article XIII, Section 4, shall apply to this in-term negotiation impasse except that the entire mediation process in in-term bargaining shall not be extended beyond thirty (30) calendar days from the first meeting with the mediator.

### **ARTICLE XIV -- WAIVER**

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 bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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 XV -- DURATION**

The effective date of this Agreement shall be July 1, 2019, and it shall remain in force until June 30, 2022.

### **ARTICLE XVI – COMPLETE AGREEMENT**

This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board of Education and the Association, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties. The parties agree to meet to identify any active memoranda of understanding and incorporate same into the Negotiated Agreement.

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

<b>Benefits</b>	<b>Plan Benefits</b>	
	<b>Network</b>	<b>Non-Network Facility Charges</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	<b>In accordance with law</b>	
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 <sup>1</sup>	\$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
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$30 copay, then 90%	\$30 copay, then 75% after deductible
Specialist Office Visit <sup>2</sup>	\$40 copay, then 90%	\$40 copay, then 75% after deductible
Urgent Care Office Visit <sup>2</sup>	\$30 copay, then 90%	\$30 copay, then 75% after deductible
Immunizations	100% after deductible	75% after deductible (ALL Immunizations)
<b>Preventative Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	75% after deductible
Routine Physical Exam (Age 21 and older)(One exam per benefit period) <sup>2</sup>	100%	75% after deductible



<b>Benefits</b>	<b>Plan Benefits</b>	
	<b>Network</b>	<b>Non-Network Facility Charges</b>
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
<b>Outpatient Services</b>		
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)
Speech Therapy - Facility and Professional	90% after deductible	75% after deductible (20 visits per benefit period)
Cardiac Rehabilitation	90% after deductible	75% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$50 copay, then 90%	\$50 copay, then 75%
Non-Emergency use of an Emergency Room <sup>5</sup> (if not admitted)	\$250 copay, then 90%	\$250 copay, then 75%

<b>Benefits</b>	<b>Plan Benefits</b>	
	<b>Network</b>	<b>Non-Network Facility Charges</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	75% after deductible
Maternity	90% after deductible	75% after deductible
Skilled Nursing Facility	90% after deductible	75% after deductible (180 days per benefit period)
Organ Transplants	90% after deductible	75% after deductible
<b>Additional Services</b>		
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	75% after deductible (180 visits per benefit period)
Hospice	90% after deductible	75% after deductible
Private Duty Nursing	90% after deductible	75% after deductible
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
<b>Prescription Drug (See Article X(2) above)</b>		
<b>Step Therapy, Preferred Specialty Management, and Prior Authorization with additions shall be in effect.</b>		

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.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive 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.

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

<sup>5</sup>Copay 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  
 Child Nutrition Services Personnel  
 Effective July 1, 2019  
 2.1% increase

JC 822 - SECONDARY HELPER* [CN20]	
STEP	HOURLY RATE
0	\$ 11.80
1	\$ 12.10
2	\$ 12.47
3	\$ 12.77

JC 823 COOK, CENTRAL DISTRIBUTION* JC 826 - COOK* [CNPW] JC 824 PROGRAM WORKER* [CNPW]	
STEP	HOURLY RATE
0	\$ 14.07
1	\$ 14.38
2	\$ 14.70
3	\$ 15.04

JC 830 FOOD MANAGER* [CN50] JC 831 FOOD MANAGER, ELEMENTARY*	
STEP	HOURLY RATE
0	\$ 15.65
1	\$ 16.03
2	\$ 16.42
3	\$ 16.80
4	\$ 17.18
5	\$ 17.56

\*ELIGIBLE FOR \$0.50 PER HOUR ALLOWANCE IN ADDITION TO BASE PAY UPON PRESENTATION OF A "SERVING SAFE FOOD" CERTIFICATE (PC899)

LONGEVITY TO BE AS FOLLOWS:

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

JC 822 - SEC. HELP	
Based on a Maximum Hrly Rate of \$12.77	
12 YR	\$ 1.2770
16 YR	\$ 1.4047
20 YR	\$ 1.5324
24 YR	\$ 1.6601

JC 823 COOK CD JC 826 COOK JC 824 PROG.WKR	
Based on a Maximum Hrly Rate of \$15.04	
12 YR	\$ 1.5040
16 YR	\$ 1.6544
20 YR	\$ 1.8048
24 YR	\$ 1.9552

JC 830/831 MGR.	
Based on a Maximum Hrly Rate of \$17.56	
12 YR	\$ 1.7560
16 YR	\$ 1.9316
20 YR	\$ 2.1072
24 YR	\$ 2.2828



Department of Human Resources  
 Salary Schedule  
 Child Nutrition Services Personnel  
 Effective January 1, 2020

(Plus \$.75 hour)	
JC 822 - SECONDARY HELPER* [CN20]	
STEP	HOURLY RATE
0	\$ 12.55
1	\$ 12.85
2	\$ 13.22
3	\$ 13.52

(Plus \$.50 hour)	
JC 823 COOK, CENTRAL DISTRIBUTION*	
JC 826 - COOK* [CNPW]	
JC 824 PROGRAM WORKER* [CNPW]	
STEP	HOURLY RATE
0	\$ 14.57
1	\$ 14.88
2	\$ 15.20
3	\$ 15.54

(Plus \$.50 hour)	
JC 830 FOOD MANAGER* [CN50]	
JC831 FOOD MANAGER, ELEMENTARY*	
STEP	HOURLY RATE
0	\$ 16.15
1	\$ 16.53
2	\$ 16.92
3	\$ 17.30
4	\$ 17.68
5	\$ 18.06

\*ELIGIBLE FOR \$0.50 PER HOUR ALLOWANCE IN ADDITION TO BASE PAY UPON PRESENTATION OF A "SERVING SAFE FOOD" CERTIFICATE (PC899)

LONGEVITY TO BE AS FOLLOWS:

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

JC 822 - SEC. HELP	
Based on a Maximum Hrly Rate of \$13.52	
12 YR	\$ 1.3520
16 YR	\$ 1.4872
20 YR	\$ 1.6224
24 YR	\$ 1.7576

JC 823 COOK CD	
JC 826 COOK	
JC 824 PROG.WKR	
Based on a Maximum Hrly Rate of \$15.54	
12 YR	\$ 1.5540
16 YR	\$ 1.7094
20 YR	\$ 1.8648
24 YR	\$ 2.0202

JC 830/831 MGR.	
Based on a Maximum Hrly Rate of \$18.06	
12 YR	\$ 1.8060
16 YR	\$ 1.9866
20 YR	\$ 2.1672
24 YR	\$ 2.3478



Department of Human Resources  
 Salary Schedule  
 Child Nutrition Services Personnel  
 Effective July 1, 2020  
 2.3% increase

(Plus \$.75 hour) JC 822 - SECONDARY HELPER* [CN20]	
STEP	HOURLY RATE
0	\$ 13.59
1	\$ 13.90
2	\$ 14.27
3	\$ 14.58

(Plus \$.50 hour) JC 823 COOK, CENTRAL DISTRIBUTION* JC 826 - COOK* [CNPW] JC 824 PROGRAM WORKER* [CNPW]	
STEP	HOURLY RATE
0	\$ 15.41
1	\$ 15.72
2	\$ 16.05
3	\$ 16.40

(Plus \$.50 hour) JC 830 FOOD MANAGER* [CN50] JC 831 FOOD MANAGER, ELEMENTARY*	
STEP	HOURLY RATE
0	\$ 17.02
1	\$ 17.41
2	\$ 17.81
3	\$ 18.20
4	\$ 18.59
5	\$ 18.98

\*ELIGIBLE FOR \$0.50 PER HOUR ALLOWANCE IN ADDITION TO BASE PAY UPO PRESENTATION OF A "SERVING SAFE FOOD" CERTIFICATE (PC899)

LONGEVITY TO BE AS FOLLOWS:

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

JC 822 - SEC. HELP	
Based on a Maximum Hrly Rate of \$14.58	
12 YR	\$ 1.4580
16 YR	\$ 1.6038
20 YR	\$ 1.7496
24 YR	\$ 1.8954

JC 823 COOK CD JC 826 COOK JC 824 PROG.WKR	
Based on a Maximum Hrly Rate of \$16.40	
12 YR	\$ 1.6400
16 YR	\$ 1.8040
20 YR	\$ 1.9680
24 YR	\$ 2.1320

JC 830/831 MGR.	
Based on a Maximum Hrly Rate of \$18.98	
12 YR	\$ 1.8980
16 YR	\$ 2.0878
20 YR	\$ 2.2776
24 YR	\$ 2.4674



Department of Human Resources  
 Salary Schedule  
 Child Nutrition Services Personnel  
 Effective July 1, 2021  
 2.5% increase

JC 822 - SECONDARY HELPER* [CN20]	
STEP	HOURLY RATE
0	\$ 13.93
1	\$ 14.25
2	\$ 14.63
3	\$ 14.94

JC 823 COOK, CENTRAL DISTRIBUTION* JC 826 - COOK* [CNPW] JC 824 PROGRAM WORKER* [CNPW]	
STEP	HOURLY RATE
0	\$ 15.80
1	\$ 16.11
2	\$ 16.45
3	\$ 16.81

JC 830 FOOD MANAGER* [CN50] JC 831 FOOD MANAGER, ELEMENTARY*	
STEP	HOURLY RATE
0	\$ 17.45
1	\$ 17.85
2	\$ 18.26
3	\$ 18.66
4	\$ 19.05
5	\$ 19.45

\*ELIGIBLE FOR \$0.50 PER HOUR ALLOWANCE IN ADDITION TO BASE PAY UPON PRESENTATION OF A "SERVING SAFE FOOD" CERTIFICATE (PC899)

LONGEVITY TO BE AS FOLLOWS:

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

JC 822 - SEC. HELP	
Based on a Maximum Hrly Rate of \$14.94	
12 YR	\$ 1.4940
16 YR	\$ 1.6434
20 YR	\$ 1.7928
24 YR	\$ 1.9422

JC 823 COOK CD JC 826 COOK JC 824 PROG.WKR	
Based on a Maximum Hrly Rate of \$16.81	
12 YR	\$ 1.6810
16 YR	\$ 1.8491
20 YR	\$ 2.0172
24 YR	\$ 2.1853

JC 830/831 MGR.	
Based on a Maximum Hrly Rate of \$19.45	
12 YR	\$ 1.9450
16 YR	\$ 2.1395
20 YR	\$ 2.3340
24 YR	\$ 2.5285