

**CHARDON-CACE NEGOTIATIONS
TENTATIVE AGREEMENT
JUNE 4, 2015**

The Board agrees to withdraw its proposals related to the privatization of transportation, including but not limited to the elimination of Articles 28 and 29 contingent upon the Association's acceptance of each of the following proposed revisions:

ARTICLE 8 – BENEFITS

The following working conditions and benefits shall be effective for bargaining unit all classified employees:

A. General Definitions and Rules of Construction

1. Full-time employee: Any employee who fulfills the hourly requirements of a job classification and in so doing works thirty (30) ~~twenty five (25)~~ or more hours per week.
2. Regular short-hour employee: Any employee who fulfills the hourly requirements of a job classification and in so doing works less than thirty (30) ~~twenty five (25)~~ hours per week.

- C. Even if an employee is eligible under Article 24, Section B for a dual contract, a dual contract will not be awarded to an employee when the regularly scheduled work results in an overtime situation on a recurring basis. Following the award of the second contract, if the employee is incurring overtime on a recurring basis due to his/her dual contract status, the Board shall revoke the contract of the employee's choice.

Employees will not be eligible for employment with the Board in more than one (1) classification and may not hold or bid on a dual contract.* The Superintendent may choose to deviate from this prohibition if he/she determines a dual contract would be in the best interests of the District.**

*****Employees who currently hold dual contracts as of June 30, 2015 are grandfathered from this prohibition and shall be permitted to retain dual contract status until they bid out of one or both positions or vacate such position(s) for any reason (i.e., resignation, retirement, etc.)**

ARTICLE 14 – INSURANCE

A. Life Insurance

1. The Board shall provide a group term life insurance policy in the face value amount of twenty-five thousand dollars (\$25,000.00), and the Board shall pay the full cost of providing such insurance for the term of this Agreement.
2. Term life insurance may be converted without physical examination within thirty (30) days of leaving the system, as determined by the life insurance company.

B. Hospitalization/Major Medical: The Board shall provide single or family insurance coverage for all bargaining unit employees as provided below.

1. ~~Effective July 1, 2011, the Board shall pay eighty-eight percent (88%) of the full premium amount for eligible full-time employees hired prior to July 1, 2007, and said employees will pay twelve percent (12%) of health insurance premiums. Effective July 1, 2012, t~~The Board shall pay eighty-five percent ~~(85%)~~ **(80%)** of the full premium amount for eligible full-time employees **(30 hours or more per week)** hired prior to July 1, 2007, and said employees will pay ~~fifteen~~ **twenty** percent **(20%)** ~~(15%)~~ of health insurance premiums.

~~Effective July 1, 2011, for employees hired prior to July 1, 2007 who are regularly scheduled to work at least twenty (20) but less than twenty-five (25) hours per week, the Board shall pay eighty percent (80%) of the full premium for single or family coverage.~~

~~For all other regular short-hour employees hired prior to July 1, 2007, the Board shall pay fifty percent (50%) of the premium for a single or family insurance coverage. Said coverage shall be from Aetna's POS II Plan.~~

- ~~a. The co-pay for office visits shall be fifteen dollars (\$15.00).~~
- ~~b. The deductible costs shall be \$400.00 for family coverage and \$200.00 for single coverage.~~

2. **Full-time (i.e., 30 or more hours of work per week) e**Employees hired prior to July 1, 2007, shall have the option to elect coverage under the Aetna POS II Plan or to participate in the High Deductible Plan/Health Savings Account (HD/HSA) option, outlined in Subsection 3., below without the obligation to remain under said option subject to open enrollment limitations.

Employees covered under the AETNA POS II Plan shall be entitled to all of the benefits outlined in Section F., below, titled "Section 125 Plan."

3. For all **full-time** employees (**defined as thirty [30] hours or more per week**) hired on or after July 1, 2007, (i.e., newly hired effective for the 2007-08 school year) the Board shall offer single and family coverage for all employees for hospitalization insurance and major medical pursuant to the District's Aetna High Deductible/Health Savings Account (HD/HSA) option. This HD/HSA shall be implemented on January 1, 2008. Eligible employees shall be full-time (defined as twenty-five (25) hours per week) and above) or short-hour (defined as below twenty-five (25) hours per week). **Any employee covered under the HD/HSA option shall pay five percent (5%) as an employee contribution.**
 - a. The HD/HSA shall be a \$2,000.00 aggregate deductible for single coverage and a \$4,000.00 aggregate deductible for family coverage.
 - b. For each employee who elects single coverage in the HD/HSA, the Board shall contribute \$800.00 annually toward a HSA for a full-time employee and \$400.00 annually toward a HSA for a short-hour employee. *****NOT IN CBA: SUBJECT TO "ME TOO" IF CEA RECEIVES GREATER CONTRIBUTION AMOUNT.**
 - c. For each employee who elects family coverage in the HD/HSA, the Board shall contribute \$1600.00 annually toward a HSA for a full-time employee and \$800.00 annually toward a HSA for a short-hour employee. *****NOT IN CBA: SUBJECT TO "ME TOO" IF CEA RECEIVES GREATER CONTRIBUTION AMOUNT.**
 - d. Employees covered under the HD/HSA shall be permitted to participate in the Child Care Section 125 Plan only (Section F., 3., below).
4. **Effective July 1, 2015, the Board shall offer alternate single and family coverage for all eligible full-time employees (i.e., those who work thirty (30) or more hours per week) for hospitalization insurance and major medical at no cost to the employee. The specifications of this plan will be determined solely by the Board to meet the requirements specified in the Affordable Care Act.**
5. The calculated determination of employee hours set forth in Sections B.1. and B.3. above shall not be affected by Board-approved or otherwise authorized days that the specific employee does not attend work (e.g., holidays, NEOEA Day, sick days, vacation days or calamity days).

C. Dental

1. For eligible full-time employees, the Board shall provide for, single coverage at \$.050 per year and family coverage at \$1.00 per year for dental insurance

that provides no less benefits than Aetna's indemnity dental plan. For the purposes of this Section C.1., an "eligible full-time employees" shall be defined as employees who are regularly scheduled to work at least ~~twenty five (25)~~ **thirty (30)** hours per week in one or more contracts. ~~For eligible employees working between twenty (20) and less than twenty five (25) hours, the Board shall pay eighty (80%) of dental coverage premium. For eligible employees working less than twenty (20) hours, the Board shall pay fifty percent (50%) of the dental coverage premium.~~

2. The Board shall provide to **eligible** classified employees dental insurance protection identical to that in effect for certificated employees. Employees may waive dental coverage.

D. Employee Assistance Program

The Board shall make available to employees, either itself or in cooperation with other facilities, substance abuse counseling (alcohol or drugs of abuse) and other forms of counseling (i.e., stress counseling where circumstances such as divorce, spousal abuse, death in the family, etc. create stress and coping difficulties impacting upon an employee's personal and/or work life). Employee entrance into the program will be entirely voluntary but may be urged in individual cases where an employee's job performance is affected.

E. Insurance Committee

1. For the duration of this agreement, the Association and the Board shall have an identified insurance committee whose members shall be appointed by the president of the Association and the superintendent of the Chardon Local School District. On or before May 1 of each year of this agreement, the committee will examine the current insurance plans and cost to determine if a change is needed. When insurance is projected to increase by at least ten percent (10%) per year, the insurance committee shall convene to discuss and recommend how to bring the projected increase under ten percent (10%).
2. The Association and the Board will agree on the charges to employees for insurance. Factors that will be taken into account will include fairness to each employee, needs of the District for reserve funds, and cost to employees. The insurance committee will be charged with this responsibility annually. A representative from the carrier will consult with the committee as well as the District Treasurer.

E. Section 125

Section 125 Plans shall be established as follows:

1. Premium Pass through a Section 125 Plan

Employees will have the option of paying the employee share of premium costs through a Section 125 Plan at no cost to the employee.

2. Medical Expenses through a Section 125 Plan

Employees will have the option of setting aside monies for any unreimbursed health care costs, including medical, dental, vision, and prescription drugs in a Section 125 Plan. The plan shall be implemented at no cost to the employee.

3. Child Care through a Section 125 Plan

Employees will have the option of setting aside monies for child care costs according to the rules of Section 125 Plans. The Plan shall be implemented at no cost to the employee.

Employees shall be afforded the opportunity annually to learn about Section 125 Plans and the process for choosing and funding a Plan.

Section 125 Plans shall be established as follows:

4. Allocation of Excess Funds/Grace Period

The Board shall implement a grace period as allowed in the Internal Revenue Service Notice 2005-42. This Notice permits an employer to amend its Section 125 cafeteria plan to give participants in medical care and dependent care Flexible spending accounts (“FSAs”) an additional two (2) months and 15 days after the end of the plan year to spend unused amounts from the prior plan year. Unused amounts remaining in those FSA accounts at the end of the grace period will be allocated as a reimbursement to the Board of Education up to the total cost of administration of the FSA accounts. If, after paying off administrative costs, there remains an excess, then any remainder amount will be allocated to plan participants on a per capita basis.

G. Working Spouse Coverage [*NOT IN CBA: Specific language subject to approval by insurance consultants]**

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

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

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

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

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any 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. Additional documentation may be required.

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

*****NOT TO BE IN CBA: The Board proposes a side letter/MOU to protect those eight (8) current employees who are contracted to work 28 hours per week. Specific terms to be mutually-agreed upon by parties.**

ARTICLE 24 – WAGE SCHEDULE

A. Schedules:

Effective for the 2015-2016 school year, employees shall receive step movement and a 1.25% increase to the base salary/wage rate set forth in the attached salary schedule (Appendix A). *****NOT IN CBA: SUBJECT TO “ME TOO” IF CEA RECEIVES GREATER WAGE PERCENTAGE.**

Effective for the 2016-2017 school year, employees shall receive step movement and 1.25% increase to the base salary/wage rate set forth in the attached salary schedule (Appendix A). *****NOT IN CBA: SUBJECT TO “ME TOO” IF CEA RECEIVES GREATER WAGE PERCENTAGE.**

B. Definitions of Increment and Advancement on Wage Schedule

For the purpose of this Agreement, an increment shall represent one (1) step on the appropriate wage schedule. Each full-time and each regular short-hour employee shall advance one (1) step on the appropriate wage schedule provided they have been employed at least one hundred twenty (120) working days by June 30 of each year until reaching the fifth (5th) step of the wage schedule.

C-B. Two or More Assignments

Employees will not be eligible for employment with the Board in more than one (1) classification and may not hold or bid on a dual contract.*** The Superintendent may choose to deviate from this prohibition if he/she determines a dual contract would be in the best interests of the District.

***Employees who currently hold dual contracts as of June 30, 2015 are grandfathered from this prohibition and shall be permitted to retain dual contract status until they bid out of one or both positions or vacate such position(s) for any reason (i.e., resignation, retirement, etc.)

An employee who works in more than one classification shall be paid according to his/her step for the job he/she is doing. Employees shall have preference for additional hours or work assignments in their respective job classifications before such work is assigned to employees in another job classification.

C. Placement on the Wage Schedule

All newly hired employees who are without prior experience shall be paid an hourly rate equal to the first or second step of the applicable wage schedule.

D. Newly hired employees with prior work related experience may be paid an hourly rate as follows:

- Step 1 – 0 to 1 year
- Step 2 – 1 to 2 years
- Step 3 – 2 to 3 or more years

~~E.D.~~ Payroll deductions, upon authorization of the employee, shall be made for dues, credit union, repurchase of SERS service time, United Way, YMCA dues, insurance premiums, TSA, and any other deductions authorized by Board Policy.

ARTICLE 47 – TERMS OF AGREEMENT

- A. This agreement supersedes and cancels all previous agreements, oral or written or based on alleged past practices, between the Board and Chardon Association of Classified Employees (CACE) and constitutes the entire agreement between the parties.
- B. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement. The Board and CACE acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and CACE voluntarily waive during the life of this Agreement said rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subjects are 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 parties at the time negotiations were being conducted or at the time the parties signed this Agreement.
- C. The Board and CACE do hereby adopt this negotiated Agreement for the term July 1, 2015~~13~~, and through June 30, 2017~~15~~.

[NOT IN CBA: IF CEA RECEIVES A THREE-YEAR DURATION CLAUSE, CACE WILL RECEIVE A THREE-YEAR DURATION.]

TERMS NOT TO BE IN CBA:

Parties agree to the following terms and conditions, which will not be placed into the collective bargaining agreement:

- 1. CACE members will receive same HSA contribution that CEA receives, if greater than CACE.**
- 2. CACE members will receive same percentage raises that CEA receives, if greater than 1.25%.**
- 3. If CEA receives a three-year duration clause, CACE will receive a three-year duration clause.**
- 4. Except as agreed to by the parties on June 4, 2015, CACE reserves right to negotiate transportation article proposals as presented in Initial Proposals; Board reserves right to negotiate from its revised Initial Proposals.**
- 5. Both parties reserve the right to negotiate Initial Proposals not addressed herein.**
- 6. CACE will vote to ratify the terms of this agreement no later than June 11, 2015 and, upon Association ratification and Board adoption, such terms will go into effect immediately thereafter.**