

FOR MEMBERS ONLY

PROPOSED CHANGES TO THE

COLLECTIVE BARGAINING
AGREEMENT

CONTRACT RATIFICATION MEETING

SUNDAY, OCTOBER 3, 2010, 6:00 P.M.

NORTH HIGH GYMNASIUM

NEGOTIATING TEAM MEMBERS:

Jeff Moats, President
Mike Rusnak, 1st Vice President
Ranay Hatherill, 2nd Vice President
Janell Brown, Treasurer
Bill Siegferth, Immediate Past President

PROPOSED CONTRACT LANGUAGE CHANGES
Two Year Agreement Effective July 1, 2010 – June 30, 2012

If the Tentative Agreement is ratified by the membership and the Akron Board of Education, the following deletions, additions and amendments to the existing Collective Bargaining Agreement will become effective immediately except where noted.

Section Number
And Title

Proposed Change

3.01 Definitions. F. Immediate Family: Personal Illness	Mother-in-law and father-in-law added to the definition of immediate family under personal illness. Permits use of sick days for serious illness for mother-in-law or father-in-law.
3.05 Member Work Load. (New) T. Travel Time Between Buildings	Provides 30 minutes travel time for members who are required to travel between buildings. Thirty minutes may not include any portion of a member's planning period or thirty minute uninterrupted lunch period.
3.05 Member Work Load. (New) U.	Teachers are required to have daily lesson plans.
3.05 Member Work Load. (New) V. Classroom Access	Establishes a minimum time (one week) by which members may access their classrooms prior to the start of the school year.
3.11 A. Intra-Building Transfer or Reassignment	Establishes procedures to ensure members may return to an assignment lost (within the building) during spring staffing before transfer from outside the building can take the assignment.
3.11 B. Inter-Building Transfer or Reassignment	Defines procedure to be followed for filling a vacancy in K created as the result of a spring staff reduction.
3.13 Resignation, Termination, or Non-Renewal of Contract. D. Staff Reduction.	Housekeeping item. Aligns references in this section to applicable sections of 3.11 (Reassignment and Transfer).
3.13 Resignation, Termination, or Non-Renewal of Contract. D. Staff Reduction.	Language added to reaffirm the practice of not exempting extended time contract members from the Reduction In Force policy.
3.18 Staff and Other Meetings. C. Inservice.	Increases hourly staff development pay rate from \$12.50 an hour to \$14.00 an hour and the weekly reimbursement rate from \$300 per week to \$560.00 per week.
3.18 Staff and Other Meetings. D. Departmental, Grade Level, or Special Subject Meetings.	Members are not required to attend monthly staff meeting during a month in which they were required to attend a departmental meeting.
3.32 Job Share.	Effective 2011-2012, job sharing teams may be organized as daily half-day assignments only; job sharers expected to coordinate instruction, rules, methods for handling discipline, homework policies, etc.

3.33 Middle School Study Committee	Deleted.
3.33 Professional Learning Communities. (NEW)	Creates a committee composed of equal numbers of administrators and members to design PLC models, both paid and unpaid. Phases in PLC's over the next four academic years.
3.34 Entry Year/ Mentor Program.	Aligns mentoring program with program required under HB 1.
4.04 Certificate of Health.	Certificate of Health must be signed by the member AND his/her physician if absence exceeds five consecutive days.
4.07 Absence Covered by Sick Days. C.	Permits sick day use for adoption and grieving death of a close friend (one (1) day per occurrence, no longer justifiable absence). Members who adopt are eligible for up to six (6) weeks use of sick days in conjunction with adoption.
4.07 Absence Covered by Sick Days. D. (New) Chronic Sick Day Review Committee	Creates a joint labor-management committee (equal representation) whose responsibilities will be to review suspected cases of abuse of sick days, report findings (no abuse or apparent abuse) and recommend attendance improvement plans.
4.09 Absence Other Than Sick Days. D. Justifiable Absence. <i>Also deleted from Justifiable absence: STRS conference (one per career)</i> →	Adds the following to the list of justifiable absences: "Receiving an adopted child." Deletes the following from the list of Justifiable absences: "Attendance at ceremonies where member or member's immediate family is receiving an award of major significance," "Appearance with civic, musical or drama groups on a non-paid basis," "Moving a personal residence," "Moving a dependent child attending college out of town." Moves "funeral of a close friend" to sick day usage.
4.09 Absence Other Than Sick Days. E. Unrestricted Absence.	Eliminates option to take supplies in lieu of payment for attendance bonus day and unrestricted absence day (100+ accumulated sick leave days). Personal absence of more that 20 consecutive days counts as 1 day against 5 or fewer days absence for attendance incentive day. Adds one (1) Personal Day for every member.
4.10 Leave of Absence. Umbrella. Members Returning from Leave, b.	This is a housekeeping item that closes a one day "dead zone" related to a member requesting a leave "on or before" November 1.
4.10 Leave of Absence. H. Family Medical Leave Act.	Aligns provisions for taking Family Medical Leave to the federal law (Family Medical Leave Act).
5.01 Contracts of Members. B. Continuing Contract.	Adds new language for tenure under HB 1 to existing tenure language.
5.01 Contracts of Members. New D. Art and Music Therapists	Establishes eligibility rules for tenure for art and music therapists.
8.01 Salary Schedule and Index.	See separate handout.
8.04 Substitute Teacher.	Restricts use of sick days for subs to instances where the assignment was secured at least 12 hours in advance and limits sub use of sick days to three per year. Permits use of sick days within a multiple day assignment.
8.05 Extra Pay for Extra Duty	These changes become effective with the 2011-2012 school year: The Audio Visual Coordinator and Technology

	Coordinator contracts will remain the same in NON-CLC buildings. In CLC's, the Audio Visual Coordinator position will be eliminated and the Technology Coordinator contracts will increase as follows: in high schools, from 3% to 8%; in middle schools, from 2% to 6%; in elementary schools, from 2% to 5%. In CLC's the Technology Coordinator will assume AV responsibilities, if any.
8.12 Tutors.	Guarantees tutors paid daily planning time within the 24 hour work week, prohibits assignment of duty, provides option of taking 30 minute uninterrupted lunch period or shortening the work day by ½ hour, establishes reasonable work load expectations and avenue for addressing possible conflicts.
9.14 Health Benefits Advisory Committee	See Wages and Fringe Benefits Handout.
14.02 Effective Date	New contract effective date is July 1, 2010 and it shall remain in effect until June 30, 2012.
14.03 Initiation of Negotiations	Provides for opening of contract talks for a successor Agreement no earlier than December 1, 2011 and prior to March 1, 2012.
Side Letters	We have Side Letters concerning IAT's and School Discipline. See separate handout.

SUMMARY OF WAGE AND FRINGE BENEFITS TENTATIVE
AGREEMENT, 2010-2011 and 2011-2012

8.01 Salary Schedule and Index

July 1, 2010

The salary schedule for 2010-2011 shall remain the same as the salary schedule for 2009-2010. Members shall receive all step, longevity, and degree status change increases for which they are eligible.

Not later than November 1, 2010, the Board agrees to pay members of the bargaining unit a one-time lump sum payment equal to **two percent (2%)** of the member's **2010-2011 regular** salary. Payment shall be made to members who are employed by the district on the date the payment is made. Payments for supplemental contracts, extended time contracts, daily substitute payments, workshop stipends, bonus days, summer school and any other non-primary wage payments are excluded from the 2% calculation.

For tutors, the 2% calculation shall be based on the tutor's earnings for the **2009-2010** school year.

July 1, 2011

The salary schedule for 2011-2012 shall remain the same as the salary schedule for 2009-2010. Members shall receive all step, longevity, and degree status change increases for which they are eligible.

Job Codes Eligible for the Two Percent (2%) Lump Sum Payment

006	039	059	130	483
015	040	060	131	484a
016	042	061	424	577
017	043	062	428	579
018	045	063	451	973
021	050	065	452	976
024	054	125	453	
033	058	129	454	

Please turn over for fringe benefit (health care) Tentative Agreement

[Due to problems with the Board's new software system, payment may occur after November 1, 2010, but not later than December 31, 2010.]

Article IX – Fringe Benefits

All fringe benefit coverage, including hospitalization, major medical, prescription, dental, vision, and term life insurance shall remain unchanged for the 2010-2011 and 2011-2012 school years.

9.14 Health Benefits Advisory Committee

During the term of this Agreement, the Health Benefits Advisory Committee, the composition of which includes administrators and representatives from every bargaining unit, is responsible for:

- **Designing a district Wellness Program to become effective July 1, 2011. The components of the Wellness Program shall include, but not be limited to, the wellness components mandated by the School Employees Health Care Board as outlined in OAC 3306-2-03(A).**
- **Reaching consensus on changes to the district's health care plan that will result in a \$2 million savings to the Board. The changes shall be implemented July 1, 2012.**
- **Implementing within ninety (90) days any Best Practices adopted by the School Employees Health Care Board and enacted by the state legislature.**

In the event the Health Benefits Advisory Committee is unable to reach consensus on the first two items bulleted above, the issue(s) shall be submitted to an arbitrator who shall have binding authority to determine the \$2 million savings and/or the components of the Wellness Program.

