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1258-05

BOARD TEAM PROPOSAL TO SETTLE TO OAPSE LOCAL 163 BOARD

April 3, 2012

2012 NOV 15 P 2:17

MEMORANDUM OF AGREEMENT

The Board team proposes continuation of the terms of the 2009-10 collective bargaining agreement, as modified in negotiations for the 2010-11 school year; the following changes shall be implemented, on the dates set forth below:

This Agreement entered into this ____ day of _____, 2012 by and between the Board of Education of Willoughby-Eastlake City School District, by and through its Superintendent and Treasurer, and OAPSE Local 163, by and through its president, vice-president and labor relations consultant.

In an effort to help address the perilous financial situation faced by the Willoughby-Eastlake Schools, the Board and Local 163 agree as follows:

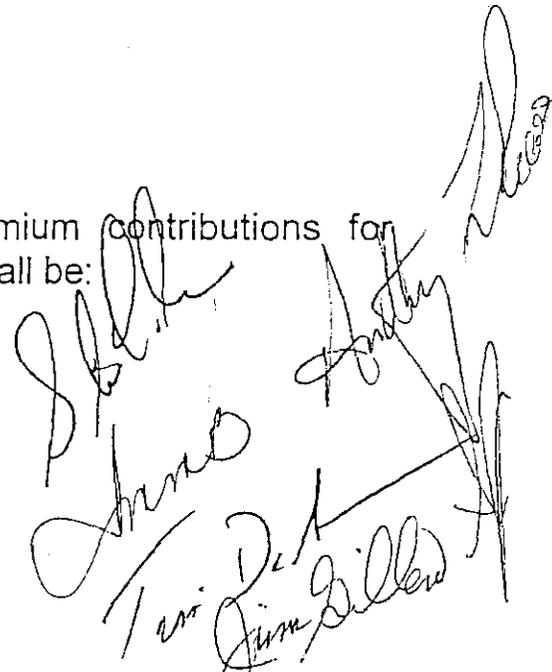
1. Health Insurance -- Effective for the balance of the 2011-12 school year, insurance contributions for members of OAPSE Local 163 shall continue without change.

-- Effective July 1, 2012 through June 30, 2013, monthly insurance premium contributions for medical, drug, dental and vision coverage for members of Local 159 shall be:

Single -- \$75
Single +1 -- \$150
Family -- \$293

Effective July 1, 2013 the employee premium contributions for medical, drug, dental and vision coverages shall be:

Single -- \$82
Single +1 -- \$165
Family -- \$313



The following adjustments shall be implemented effective April 1, 2012 or, for changes which require activity by the carrier, as soon thereafter as the change may be implemented by the carrier:

-- Eliminate "double" waiver payments where both spouses are Board employees and are on health insurance programs.

-- Increase drug insurance co-pays and deductibles based on generic/preferred brands/non-preferred brands:

-- **Retail:** \$10/\$30/\$45; **Mail Order:** \$10/\$75/\$112.50

-- Add coverage management programs (including step therapy, drug quantity management and prior authorization).

-- Eliminate Bariatric surgery.

-- Change deductibles, emergency room charges, co-insurance, and physician visit co-pays as follows:

Deductible -- network: single \$500.00, family \$1,000.00; non-network: single \$1,000.00, family \$2,000.00;

emergency room co-pay \$100.00;

co-insurance -- network 90%; non-network 70%; co-insurance maximum -- network: single \$500.00, family \$1,000.00; non-network single \$1,000.00, family \$2,000.00;

out of pocket maximum (deductible plus co-insurance maximum) annual network \$1,000.00 single, \$2,000.00 family; non-network single \$2,000.00, family \$4,000.00;

office visit co-pay -- \$25.00 primary care physician, \$35.00 specialist

-- Revise working spouse provision to require that any spouse eligible for coverage through her/his employer or retirement plan provider must obtain primary coverage through the carrier of the spouse. (If for some reason the employee's spouse is not eligible for her/his employer's health care for the 2011-12 school year, the employee's spouse would stay on the Willoughby-Eastlake plan until the end of the 2011-12 school year, June 30, 2012.)

-- Any employee who opts out of the Board's health insurance plan during the 2011-12 school year shall be eligible to receive a pro rata share of the waiver payments paid to employees who elect out of health care for a full school year.

2. Wages:

-- There shall be no increase in base salaries for the 2012-13 and 2013-14 year.

-- Eliminate experience step movement for the 2012-13 school year but allow longevity movement for 2012-13 and 2013-14; resume experience step movement for the 2013-14 school year.

3. Modify Article 10, **Personal Leave**, as follows effective April 1, 2012

A. All employees shall be granted up to three (3) days of paid personal leave each contract year. Each unused personal leave day shall be converted to one day of accumulated sick leave, which may result in an accumulated sick leave in excess of the maximum otherwise provided in this contract. Unused personal leave itself is, however, non-cumulative. Requests for personal leave must be filed with the supervisor or Superintendent or designee no later than five calendar (5) days before intended use thereof.

B. Paid personal leave days are unrestricted. Such personal leave days may not be used consecutively, i.e., only one day at a time. Personal leave cannot be used on the day immediately preceding or the day immediately following a school holiday or break period.

~~It is agreed that paid personal leave days are provided for legitimate business, professional, personal, and family obligations an employee encounters which cannot be met outside the regular work day. Typical of these obligations, although not all inclusive are: court appearances, (but not for purposes of initiating or engaging in suits against others for any reason, or for contesting traffic citations), religious holidays, graduation exercises, honors convocations honoring the employee or members of his immediate family, and real estate transactions (except business~~

~~ventures for personal profit), nor simply to be present at the birth of a grandchild, unless there is no other adult relative available to attend. The provision for paid personal leave is not to be used to extend holidays or recesses, for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, such activities as yard maintenance, or to attend business trips with one's spouse or to attend a stockholder's meeting of a corporation or to act as a substitute for another person while such person conducts personal, family, or business activities, for travel to or from foreign destinations, or to participate in a wedding for anyone other than for a member of the immediate family as defined under sick leave. Application for paid personal leave shall, except in emergencies, be made at least three (3) days prior to the date of such leave on a form provided by the Administration, which form shall require the employee to state in at least general language the reason for the paid personal leave. In emergency situations, the employee must file the form within three (3) days of return to work. So long as the paid personal leave is consistent with the purposes of this paragraph, requests for one day shall automatically be granted.~~

- C. ~~Requests for two (2) or more consecutive days and for a day immediately preceding or succeeding a holiday, vacation, or recess, must specify the reasons and have the prior approval of the Superintendent, with the form for leave submitted no less than five days before the intended date of use. require specific, advance approval from the supervisor or Superintendent or designee.~~

D. [Current paragraphs D, E and F – retain current]

4. Modify Article 17, Severance Pay, effective April 1, 2012 as set forth below:

- A. At the time of retirement from the Willoughby-Eastlake Public Schools, the retiree will be eligible for severance pay for the number of days equal to thirty percent (30%) of the actual accumulated sick leave days. The total number of days shall include carryover accumulated sick leave and any unused portion of the fifteen days for the current year, and all unused personal

leave that has been converted to sick leaves. "Carry over days" include carry-over of accumulated sick leave from previous years and any unused portion of the fifteen days for the current year. They also include all unused personal leave that has been converted to sick leave. Unused sick days shall be cumulative up to two hundred sixty (260) days plus any accumulated personal leave days converted to sick leave.

For example:

203	carry-over sick leave days
15	sick leave for current year
<u>15</u>	converted personal leave days
260	credited days x .30 = 78 days severance pay

- B. 1. Payment will be made in one lump sum and the rate of pay will be that of the final daily rate of the employee. Eligibility for a valid claim is dependent upon written evidence from the State Retirement System within one (1) calendar year of retirement from the Willoughby-Eastlake City School District that the retiree is receiving retirement checks from the specific State Retirement System (SERS), or that the employee is eligible to retire and meets the SERS requirements and chooses to withdraw his/her retirement funds. The employee shall provide evidence that withdrawal has occurred.
2. Payment will be made in the same calendar year as the date of retirement when feasible; otherwise, no later than 90 days from date of retirement, except as provided in the case of a retirement incentive.
3. Severance pay shall be made only once to any bargaining unit member.
4. If an employee dies after retiring in accordance with the above items on severance pay, but prior to submission of eligibility evidence, the severance pay shall be paid to the most recently named beneficiary as submitted in writing to the Board Treasurer prior to the employee's death.

5. Severance pay deferral plan

The Board and Local 163 may enter into a severance pay deferral plan by a Memorandum of Agreement, at any time during this contract.

C. Retirement Incentive Bonus

Any employee who is currently eligible for retirement with School Employees Retirement System (SERS), or becomes eligible shall be entitled to a retirement incentive in the amounts as listed under the articles of this program.

1. Qualification Requirements -- The employee must meet all of the following criteria:
 - a. Be under contract and a member of the OAPSE bargaining unit as defined in this agreement at the time of application.
 - b. Have completed a minimum of ten (10) years of service in the Willoughby-Eastlake School District.
 - c. Be eligible to retire under SERS requirements.
 - d. Retire within the first year or second year of becoming eligible to retire under SERS requirements.
 - e. Retirement must be effective on or before July 1 or August 1 of either the first or second year of eligibility.
2. Incentive Provisions -- Employees eligible to retire under the preceding qualifications shall receive ~~\$5,000~~ **\$7,500 plus 50% of accumulated sick leave, to a maximum payout of 130 days** if they retire in accordance with the guidelines of this program by July 1 or August 1 of their first year of eligibility. Eligible employees who choose not to retire in the first year of their eligibility may retire by July 1 or August 1 of their second year with an incentive of \$2,500 plus 50% of accumulated sick leave to a maximum payout of 130 days. Employees who ~~are~~ **were previously** eligible and elected not to retire within their first two (2) years of eligibility will ~~not~~

be eligible to receive any the same retirement bonus incentive as though they were "second year" persons. However, if six (6) or more members retire during the 2006-07 contract year, the retiree shall receive \$7,500 plus 50% of accumulated sick leave days, not to exceed one hundred thirty (130) days. For retirements during the term of this contract, An employee must submit a letter of intent by May 1, 2012 to retire effective July 1, 2012 at least ninety (90) days before the date of retirement. These provisions shall expire July 1, 2012. Article 17 (C) shall return to the provisions as included in the 2009-10 Agreement.

Regular employees who because of their minimum weekly work hours do not meet the hospitalization qualifications listed under Article 27, will be eligible for one-half (50%) of the incentive provisions stated above (\$2,500 for the first year of eligibility or \$1,250 for the second year).

3. Payment Procedures -- The Board of Education will pay the retirement incentive and severance pay in two payments beginning in January of the next two succeeding years with 60% paid on the first payment and 40% of the total in the second payment.
4. Program Exclusions -- The following conditions will cause a bargaining unit member to be ineligible to participate in this retirement incentive program:
 - a. terminated, non-renewed, or resigned prior to September 1, 2010;
 - b. failure to meet deadlines as listed in this agreement;
 - c. currently retired and/or receiving retirement benefits from SERS.
5. Any bargaining unit member who has been elected and is serving in an elected Association officer position shall have his/her first and/or second year of eligibility deferred while serving in the position.

5. Duration of Contract

Upon ratification by the members of Local 163, and adoption by the Board, the current contract between the Board and Local 163, except as modified in this Memorandum of Agreement, will be terminated, effective at 12:01 AM on April 1, 2012, and will be replaced by this agreement effective that same date and time. Subject to the following with respect to emergency levies, all other provisions of the existing agreement between the Board and Local 163, except as modified herein, shall remain in effect through and including June 30, 2014.

If the emergency levies expiring in 2012 and 2013 are not approved no later than the November general election in each of those years, the parties shall commence negotiations no later than November 15 of each of those years, and the contract shall be deemed to expire on February 15 of the succeeding calendar year.

6. Vacations

ARTICLE 40 - VACATIONS

- A. Vacation periods for twelve-month employees will be calculated on the basis of the service rendered. Such vacation shall accrue on a monthly basis from the date of initial employment with the Board. The amount to be accrued for each employee will be determined by dividing the number of days to which the employee is entitled for a year of service, based on the number of years he/she has been employed by the district (as shown in the vacation table given below), by 12 (months). If a fraction of a day results from this division, and the fraction is less than or greater than a half-day, the fractional day cannot be taken; the employee must wait until either a half-day or full day of vacation has been accrued to take that day. For purposes of determining the rate of vacation accrual, employees put under Board contract under terms of previous collective bargaining agreements shall be considered as having commenced their first year of employment on the first day of said contract, and the rate of accrual of vacation shall be calculated based on that date, rather than the previous method of using September 1 as the commencement date. However, no retroactive vacation days shall be granted under this or any other provision of this Agreement. The minimum rule of six months' employment before accrued vacation may be taken shall be maintained, unless the Associate Superintendent for Business (or Business Manager) shall decide that such unusual circumstances exist as to warrant an exception; as with all previous employees, periods spent as a substitute before entering full contractual status will not be counted toward accrual of

vacation time, and in no case shall any employee be entitled to more than 21 days' vacation, as shown elsewhere in this Article.

Any change in the rate of vacation accrual resulting from this paragraph shall take effect as of the date of signature of all parties to the 1987 - 89 Agreement. All other provisions of this Article remain in full force and effect for all employees. No provision of this section shall be interpreted in such a way as to impact upon an employee's salary/wage schedule placement, nor shall it alter the method of determining seniority rankings.

B. Vacation table:

After 1 year through 5 years:	10 days
After six years' service:	11 days
After seven years' service:	12 days
After eight years' service:	13 days
After nine years' service:	14 days
After ten years' service:	15 days
After eleven years' service:	16 days
After twelve years' service:	17 days
After thirteen years' service:	18 days
After fourteen years' service:	19 days
After fifteen years' service:	20 days
After sixteen years' service:	21 days

- C. No vacation may be taken until the end of the first six months of employment, and at which time no more than five (5) days may be taken, and only with the approval of the employee's supervisor.
- D. Vacation may be advanced to an employee only under unusual circumstances and only with the prior approval of the Superintendent or **designee** ~~Associate Superintendent for Business.~~
- E. Vacation time may be accumulated for no more than **sixty (60) days** ~~two years~~, with advance approval of the Superintendent or **designee** ~~Associate Superintendent for Business.~~
- F. Upon separation from employment, an employee shall be **paid up to two (2) years of accumulated vacation days.** ~~entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit for the two (2) years immediately preceding his separation.~~
- G. Requests for use of vacation must be submitted in writing and at least one day prior to the desired day of use. This policy may be waived by the Associate Superintendent/Business Manager/designee for unusual or emergency circumstances.

- H. Bus mechanics may take earned vacations at any time of the year, except at such time as the Director of Transportation may indicate to the Associate Superintendent for Business/Business Manager that such vacations will unreasonably interfere with the operation of the transportation department, in that situation only one mechanic may be absent. If more than one mechanic has requested vacation at that time, the most senior mechanic may be absent.
- I. Truck drivers, maintenance workers, warehouse personnel and custodial personnel may take vacation earned at any time of the year, except two weeks prior to the opening of school, with the prior approval of the immediate supervisor.

7. Balance of Contract—remains current

ARTICLE 47 - COMPLETE AGREEMENT

The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in written provisions in this Agreement.

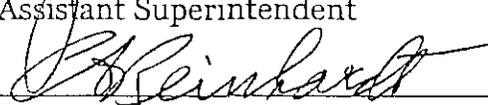
The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.

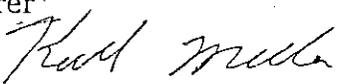
Any matters or subject not covered herein have been waived by the parties for purposes of negotiations for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect.

For the Board of Education:

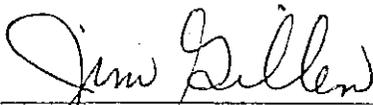
For O.A.P.S.E. Local #163:



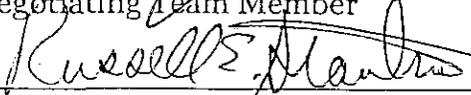
Assistant Superintendent


Treasurer


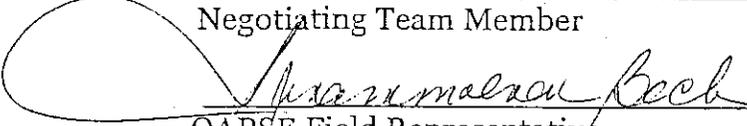
Superintendent



President


Negotiating Team Member


Negotiating Team Member

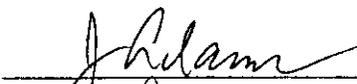
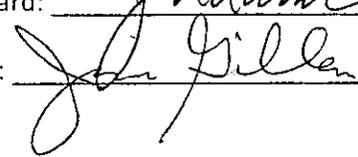

Negotiating Team Member


OAPSE Field Representative

MEMORANDUM OF AGREEMENT

It is agreed that, in the event a position is posted for bid, an employee bids upon and is appointed to the position, and the appointee subsequently decides to return to his/her former position, the applicant for the posted position who has the next highest seniority (and who meets the required qualifications), will be offered the position without re-posting. However, if the beginning or ending time of the posted position changes by two or more hours after the original appointee returns to his/her former position, the position must be re-posted with the new beginning/ending times. This procedure will be followed until all internal applications are exhausted, at which time the position shall be considered open for external bid.

This M.O.A. shall be considered as an integral part of the affected bargaining agreement, and shall become effective upon the last signature date of the representatives set forth below.

For the Board:  Date: 11.9.11
For OAPSE:  Date: 11/9/2011