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STATE OF COLORADO  
BELLWATER COUNTY  
JULY 19, 2011

# AGREEMENT

# OAPSE 129

AND THE

# LAKWOOD BOARD OF EDUCATION



**August 1, 2010 through July 31, 2014**



**OAPSE 129  
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## ARTICLE 1. CONTRACT

### 1.1 Contract Duration

This Agreement between the Ohio Association of Public School Employees , American Federation of State, County and Municipal Employees/American Federation of Labor-Congress of Industrial Organizations (OAPSE/ AFSCME/ AFL-CIO) on behalf of Local 129 (hereinafter referred to as “Union”)and the Lakewood Board of Education (hereinafter referred to as “Board”) is effective beginning August 1, 2010 through July 31, 2014.

All terms and conditions of the Agreement between these parties effective for the period August 1, 2010 through July 31, 2014 are incorporated by reference into this Agreement, and shall remain in full force and effect from August 1, 2010 through July 31, 2014.

This agreement between the Ohio Association of Public School Employees, American Federation of State, County, and Municipal Employees/American Federation of Labor-Congress of Industrial Organizations OAPSE/ AFSCME/ AFL-CIO) on behalf of Local 129 (hereinafter referred to as the “Union”) and the Lakewood Board of Education (hereinafter referred to as the “Board”) is effective beginning August 1, 2010 and will terminate at midnight on July 31 2014.

### 1.2 Waiver of Bargaining

It is agreed that during the negotiations leading to the execution of this Agreement, the Union had a full opportunity to submit all items appropriate to collective bargaining; that the Union expressly waives the right to submit any additional item for negotiations during the term of this Agreement, whether or not the item was discussed or proposed during the course of negotiations leading to the execution of this Agreement; and that this Agreement represents the sole extent of the Board's obligation to the Union, incorporating the parties' full and complete understanding, superseding and invalidating all previous commitments, agreements, or settlements of any kind, oral or written, existing conditions, and all prior employee and union rights and benefits not specifically incorporated herein.

### 1.3 Contrary to Law

The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.01(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

1.4 Mandated Increase

If any salary increase is mandated by the Ohio Legislature to classified employees of this bargaining unit specifically, negotiations shall be reopened to discuss the specifics of the legislative mandate.

## ARTICLE 2. RECOGNITION

### 2.1 Recognition of Union and Association

The Board hereby recognizes the Ohio Association of Public School Employees affiliated with the American Federation of State, County, and Municipal Employees/American Federation of Labor-Congress of Industrial Organizations (AFSCME/AFL-CIO) as the sole and exclusive representative of the classified personnel.

### 2.2 Bargaining Unit

A. The Lakewood Board of Education recognizes the Union as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all employees who are regularly assigned to a work schedule in the following classifications and positions:

- Secretary I
- Secretary II
- Finance Assistant
- Clerk Typist
- TV Technician
- Network Specialist
- Computer Technician
- Bookroom Manager
- Printer Manager
- Catalog Technician
- Drop Out Prevention Agent
- Computer Lab Assistant
- Paraprofessional
- Library Media/Technology Assistant
- Special Education Attendant
- Educational Interpreter

Excluded from the bargaining unit are executive secretaries, secretaries to Cabinet members, all secretarial and clerical employees working in the Human Resources Department, secretary to the Supervisor of Nutrition Service, Community Program Coordinator, Civic Auditorium Manager, Assistant Civic Auditorium Manager, and Security Guard.

Also excluded are those hourly employees who are scheduled to work less than twenty (20) hours per week.

B. Any new or undefined positions shall be included in the bargaining unit with the exception of supervision or management positions unless excluded by mutual agreement of both parties.

- C. Classified personnel shall have the right to join or refrain from joining the Union for the purpose of improving their conditions of employment, salary, or benefits. Membership in the Union shall not be required as a condition of employment in the schools or the district. There shall be no discrimination or reprisals by the Union or the Board against an employee based upon membership or lack of membership in the Union or on the basis of sex, sexual orientation, race, marital status, creed, religion, national origin, age, or disability.

### 2.3 Bargaining Unit List

The Human Resources Department shall furnish the Union a complete updated list of all members of the bargaining unit by name, job title, work site, home address, business and home phone, and seniority date, if requested. This list shall be provided three (3) times a year. A two (2) week notice must be provided to the Human Resources Department to prepare the list.

### 2.4 Certification of Membership

The recognition herein granted shall remain in effect uninterrupted unless challenged in accordance with procedures of ORC 4117.07.

### 2.5 Rights of the Board

The Union recognizes that the Board has the responsibility and the right to manage and decide, on behalf of the public, all of the operations and activities of the school district to the fullest extent authorized by law. The Union further recognizes that the Superintendent of Schools is the chief executive officer and that the Board delegates to the Superintendent, or his designees, the responsibility to manage, direct, and develop the necessary procedures, rules and regulations to implement the policies of the Board. The exercise of these powers, rights, authority, duties and responsibilities by the Board and Superintendent and the adoption of such policies by the Board and the development and the implementation of procedures, rules and regulations by the Superintendent of his/her designees, shall be limited only by the specific terms of this agreement.

### 2.6 Rights of the Union

The Union shall have the following rights:

- A. The right to use the school mail service and/or e-mail for conducting routine communication and business and the Professional Newsletter for public service announcements for its membership following normal approval procedures. Usage shall not include any distribution of political endorsements or matters of a similar nature. All mail is to be treated as according to the laws of the U.S. Postal Service.
- B. The right to obtain a copy of the annual budget and appropriation measure. The Board is to pay all duplication expenses.

- C. A bulletin board shall be made available by the building principal so that the Union may post official notices and communications. No political endorsements or matters of a similar nature may appear on this board.
- D. The right to use rooms and AV equipment with advanced approval. Rooms must be scheduled through the Recreation Department and AV equipment through the building principal. Any cost associated with the use of rooms or any material costs shall be paid by the Union.
- E. The right of paid release time for Labor/Management Team participation in classified forum meetings, labor/management meetings, grievance hearings and disciplinary hearings held during working hours. The right of paid release time for grievance chairperson/designee and grievant(s) for participation in grievance hearings and disciplinary hearings held during working hours.
- F. The right of access to an employee, at reasonable times, to areas in which the employee works, with permission of the Director of Human Resources.
- G. With the permission of the Director of Human Resources, non-employee representatives of the Union may enter the premises of any operation of the Board, Monday through Friday. Such visits shall not interfere with the work of any employee or operation of the Board.
- H. The president shall receive a copy of the agenda and the personnel section of all Board minutes, as they are normally available to the public.
- I. One hour release time per day will be granted for the President to conduct union business.

## **ARTICLE 3. NONINTERRUPTION OF WORK**

### **3.1 Noninterruption of Work**

There shall be no strike, slowdown, or work stoppages or other similar actions suggested or engaged in by the Union, its officers, members or agents thereof, for the duration of this agreement. However, the above shall not apply when an employee refuses to cross a picket line of another association or local because of fear for his/her personal health, welfare and safety. In this instance, the employee must report his/her absence to his/her supervisor or to the Director of Human Resources stating the reason for not reporting for duty. Such employee shall suffer no form of coercion, intimidation or reprisal for his/her failure to report for work. If the employee follows this procedure, s/he will not be compensated for such days not in attendance but his/her insurance benefits will be continued for the remainder of the monthly enrollment period.

## ARTICLE 4. NEGOTIATIONS PROCEDURES

### 4.1 Resumption of Negotiations

Either the Board or the Union shall initiate negotiations by serving written notice to the other party sixty (60) to ninety (90) calendar days prior to July 31, 2014 and sixty (60) to ninety (90) calendar days prior to the expiration of the Agreements. The party giving notice will notify the State Employment Relations Board. Negotiations entered into prior to July 31, 2014 shall be for the sole purpose of re-opening the agreement, shall go into effect from August 1, 2014 through July 31, 2015, and may include discussion on, and potential changes to, all articles and consensus statements of this agreement except Article 9: Insurance Benefits, and 6.12 Cash Payment for Sick Leave Credit.

### 4.2 Negotiation Teams

- A. All negotiations shall be conducted exclusively between the designated negotiating teams. Each team will be composed of not more than six (6) members and not more than four (4) alternates. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.
- B. No deductions from the negotiating team's regular rate of pay will be made during negotiation and mediation sessions held during regular scheduled work hours.

### 4.3 Submittal of Issues

All issues for negotiations by the Union and by the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed to by both parties.

### 4.4 Meeting Time and Place

The parties shall meet at a location agreed upon prior to the beginning of negotiations. The length of each negotiation session shall be agreed upon at the beginning of each session. All negotiations meetings shall be held in executive session.

### 4.5 Agreement to Furnish Data

The parties agree to furnish each other, upon request and within a reasonable time, both prior to and during negotiations, readily available information concerning financial resources of the district and such other readily available information as will assist the parties in their negotiations.

#### 4.6 Caucus

Upon request of either party, the negotiation session shall be recessed to caucus.

#### 4.7 Interim Reports

During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for assuring that such reports be regarded only as proposals and as confidential information within the organization concerned.

#### 4.8 Media Release

The content and times of media releases shall be by mutual agreement.

#### 4.9 Professional Conduct

No participant in negotiations shall be coerced, censored or penalized by another participant or a member of either party. Both parties agree to conduct negotiations in a professional manner.

#### 4.10 Item Agreement

As a written negotiated item is agreed upon, it shall be initialed and dated by the chief negotiator of each party. Initialing only means tentative agreement on that item.

#### 4.11 Approval of Transcript

Before submitting the final transcript for Union ratification and Board approval, the transcript shall be reviewed for accuracy by the negotiation teams. The Agreement, in proper form, shall be signed by all members of the negotiating teams. If an agreed-upon item is inadvertently omitted from the final negotiated agreement, the initialed proposal is the source document. An amended article shall be permitted to be attached to the negotiated agreement.

#### 4.12 Ratification and Adoption

The final negotiated Agreement will be recommended for ratification and adoption by the members of both negotiating teams. After ratification by the Union, the Agreement shall be signed by the Union president and forwarded to the Superintendent of Schools for consideration and adoption by the Board. Upon Board approval, the Agreement shall be binding upon both parties.

#### 4.13 Impasse

- A. In the event an agreement is not reached by negotiations, either party may declare impasse. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by the parties.
- B. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- C. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- D. The Mediator has no authority to recommend or to bind either party to any agreement.

#### 4.14 Negotiation During the Term of the Agreement

Should any modifications be made during the term of the Agreement such as: wages, hours, terms and conditions of employment, the Board shall immediately notify the Union to collectively bargain any changes.

## **ARTICLE 5. HOURS AND CONDITIONS OF EMPLOYMENT**

### **5.1 Job Description and Classification**

- A. A combined committee of Board and Union representatives shall evaluate and update the classification system and the job descriptions yearly.
- B. This current printed job description of each position within the bargaining unit shall be on file and available in the Human Resources Office and online.
- C. A printed list of current positions within the bargaining unit shall be on file and available.
- D. If an employee considers the duties and responsibilities of the current job to be inconsistent with the duties and responsibilities being performed and as outlined in the employee's job description, the employee may notify, in writing, the Director of Human Resources. The Director of Human Resources shall investigate and make recommendations and reply, in writing, to the employee. The affected employee(s) and/or the Union may appeal the recommendation(s) and response of the Director of Human Resources to the Superintendent of Schools or his designee.
- E. Volunteering for responsibilities not included in an employee's job description will not set a precedent for any bargaining unit member.

### **5.2 Hours**

- A. The work day of a full-time employee of the bargaining unit is seven and one-half (7-1/2) hours during the days that the schools are in session. When schools are not in regular session, the employee shall work six and one-half (6-1/2) hours each work day.
- B. An employee whose special assignment requires less than seven and one-half (7-1/2) or six and one-half (6-1/2) hours (when school is not in session) of work per day, or less than the full number of days per year for that position, shall have the annual salary reduced proportionately.
- C. Employees required or requested to work beyond the number of contractual days shall be paid at their current contractual hourly rate. Overtime pay will follow the same rules that apply during the regular contractual period.
- D. An employee who works a 7.5 hour or 8 hour schedule shall have two (2) fifteen (15) minute paid rest periods. Part-time employees working less than seven and one-half (7-1/2) hours but more than three (3) hours shall have one (1) fifteen (15) minute paid rest period. Rest periods shall be scheduled by the Principal or Supervisor and/or designee, and shall not be cumulative.
- E. The work days for part-time paraprofessional employees will begin with convocation day.

- F. Whenever there is an early dismissal before a holiday, all full- time (7-1/2 or 8 hour positions) bargaining unit employees shall have their work day shortened by the same amount of time as do the certificated personnel. Part-time and short-hour employees working that particular day may be released earlier with permission of the supervisor if their assignment has been completed.
- G. Advance notice of such dismissal shall be disseminated to the supervisors who are to notify the employees with whom they work.

5.3 Vacancies and Procedures for Appointment

- A. All new employees shall serve a probationary period of ninety (90) worked days. Twelve (12) month employees who complete their probationary period by June 1 will move one (1) step on the wage schedule, effective the following September. Nine (9) and ten (10) month employees who complete their probationary period by April 1 will move one (1) step on the wage schedule, effective the following September.
- B. Upon appointment to a position, an employee shall receive a minimum of two (2) days on-the-job training when deemed appropriate by the Director of Human Resources or designee.
- C. Educational Interpreter: Flat rate, noted on salary schedule, plus annual percentage increase per negotiated agreement. Subsequent annual employment will be contingent upon demonstrated completion of hours towards licensure and layoff procedures apply.
- D. When an employee applies for a new/different, position, said employee shall not be denied the position solely because his/her immediate supervisor feels the employee is irreplaceable.
- E. The general procedures shall be as follows for filling vacancies that occur outside of the entry level positions.
  - 1. When each vacancy occurs, or a new position is created in an area covered by the bargaining unit, during the regular school year, the notice shall be:
    - a. Posted year round on the school's e-mail system and on the district's website.
    - b. Sent year round to an employee's personal e-mail account provided the employee provides the district with a personal email address on the Preference Form.
    - c. In the summer months, along with the procedures defined in 5.3 F 1, a-b, the district will utilize the district's electronic phone calling system. Employees wishing to opt out of this method of notification, or to provide an alternate phone number, shall be given the opportunity to do so on the Preference Form.
    - d. The announcements of vacancies will no longer be sent out by US Mail, District hotline, or be advertised in the "Staff Newsletter."

The notice shall list the title of supervisor, beginning date, and the number of contractual days per year. The vacancy shall remain posted and open for a period of six (6) full working days including the day the notice appears on the district's website.

2. It is the employee's responsibility to submit in a timely fashion to Human Resources any desired assignment change for which they are qualified. An employee intending to retire must notify the Human Resources Department in writing one (1) month prior to retirement.
  3. All classified positions, and/or positions involving extra pay which become open because of resignations, retirements, or newly created positions, will be posted year round on the school's email system and on the district's website. All vacancies that occur will also be sent year round to an employee's personal email account, provided the employee provides the district with a personal email address on the annual Preference Form (Form R, pg. 95). All vacancies that occur during the summer months shall be posted in accordance with Section 5.3 E 1-3, as well as through the utilization of the district's electronic phone-calling system provided an employee provides the district with a personal phone number on the annual preference form.
  4. An appointee shall be expected to remain in the designated position for a minimum of one hundred twenty (120) worked days before requesting a transfer unless the requirement is waived by the administration. An employee shall not be required to serve more than one (1) probationary period of ninety (90) worked days as an employee of the Board.
  5. When a promotion/transfer is granted, the employee shall be provisionally assigned to the new position for the first ninety (90) worked days with the option of requesting a return to his/her previous classification and step, but not necessarily to the same job site. The return to the previous classification and step may be requested by the employee or the administration. This request must be approved by the Director of Human Resources.
- F. When a substitute/temporary/extra help worker is employed on a regular basis for more than three (3) months consecutively in the same position, a new position shall be deemed to have been created. That position shall then become available to qualified members of the bargaining unit (exception - when a substitute is hired to fill in for a regular employee on an authorized leave regardless of the length of the authorized leave).
- G. When there are less than ninety (90) calendar days before the end of the school year, the District will have the option of filling the position with a long-term substitute for the remainder of the year.

#### 5.4 Transfers

- A. Should an employee be involuntarily transferred or reassigned on a permanent basis, the Board and the Union shall meet and confer as to the reasons and feasibility of such involuntary transfer or reassignment prior to implementation. The Board agrees to consider any undue or unreasonable hardship that would be imposed on any employee so affected and agrees to act in a reasonable manner. The parties shall meet, if requested by the Union, and confer under a labor/management format to monitor the results of such transfer or reassignment.
- B. Should an employee wish to express an interest in a different position or building, s/he shall fill out the Employee Preference Form (Form R, pg. 95) and submit that form annually to the Director of Human Resources. The request is for informational purposes only, and is merely an aid for the employer and employee. A copy of the Employee Preference Forms shall be sent to the OAPSE 129 President.
- C. Definitions:

TRANSFERS shall mean an assignment to a different building.

REASSIGNMENT shall mean the assignment to a different work area in the same building.

PERMANENT BASIS shall mean more than three (3) consecutive months in one position.

The Board has the right to reassign or transfer an employee when necessary.

#### 5.5 Work Load

- A. Additional help shall be provided when the workload becomes excessive, as deemed necessary by the School Principal and Superintendent or designee.
- B. Work Load Process improvements may be discussed and solved through Classified Forum.
- C. Every effort will be made for the special education program coordinators to conduct monthly meetings with special education paraprofessionals to discuss issues of concern and professional growth topics

#### 5.6 On-The-Job Training

Whenever learning new technology and/or new procedures is required of a person in their current position, every effort will be made to provide training during the employee's normal work hours and/or to grant release time to learn the new technology or procedure.

## 5.7 Health and Safety

- A. The Board shall provide a safe and healthful workplace.
- B. The parties desire to deal with safety and health complaints, and to attempt to correct any safety and health violations internally. Accordingly, neither the Union nor the Employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations Pursuant to O.R.C. Section 4167.10 until the following process has been completely exhausted.
  - 1. Employees or the Union shall, in a timely manner, call to the attention of the Lakewood Schools Health & Safety Committee in care of the Safety Coordinator, any alleged safety and health violation.
  - 2. Upon notice of any alleged violation, the administration will investigate the situation and determine whether a violation exists and the appropriate steps to abate the violation. The administration will notify the individual making one complaint and its response to that complaint.
  - 3. Employees are required to comply with all applicable safety and health laws, rules, regulations, or guidelines. Failure to do so may result in disciplinary action.

## 5.8 Harassment Clause

Members of the administration/union shall take no action either overt or covert to harass, interfere, intimidate, or coerce members of the bargaining unit in the performance of their duties.

## 5.9 Voice Recorded Notice of Absence

A bargaining unit member must report his/her absence in the Automated Substitute Calling System by 6:45 a.m. and must follow any additional instructions established by his/her immediate supervisors. Failure to report his/her absence in the Automated Substitute Calling System may result in disciplinary action.

## 5.10 Medical Transfer

The Board shall attempt to provide an alternate work assignment, if available, to an employee who has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute a promotion, demotion or lateral transfer to a related classification, but it shall be assigned only with the concurrent approval of the Union and the employee.

5.11 Transition/Physical Move

Other than in emergency situations and/or where the parties mutually agree because of the need for expedience, a planning team will meet one week prior to the tentative physical move to discuss specific time and details of the move. This team should include the affected employee(s), supervisor, and administration. The move shall not take place until the new location is operational.

Emergency situations include health and safety hazards, major maintenance problems resulting in closure of the work location, and environmental catastrophe.

5.12 Bureau of Criminal Identification and Investigation (BCII) and FBI Report

Effective August 1, 2008, the Board shall cover the cost of both BCII and FBI criminal background checks.

5.13 Contracted Work Days

During the 2012-2013 school year only, employees of Lakewood 129 will add two (2) student contact days. In exchange, all OAPSE 129 employees will be given one (1) paid non-work day to be taken on Friday, January 18, 2013, unless other arrangements are made with approval of the Superintendent or designee. Additionally, 190 day (9 month) OAPSE 129 employees will add one (1) paid work day.

## ARTICLE 6. SALARY AND ALLOWANCES/PAYROLL PRACTICES

### 6.1 Salary

- A. Effective September 1, 2010 all members of the bargaining unit shall receive a 0% increase on each step of their respective salary schedule.
- B. Effective September 1, 2011 salaries subject to reopening of negotiations as detailed in the Extension Agreement between the Board and Union.

Employees will receive their payroll deposit every two weeks beginning with the legal and appropriate Friday in September of each year as determined by the Board Treasurer. When Friday falls on a holiday, deposits will be made on the day before the holiday. Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit.

### 6.2 Longevity Stipend

Those employees working less than twelve (12) months, but more than ten (10) months shall receive a prorated portion of longevity based on their salary calculation on the approved schedule.

#### Yearly Service Stipend 2010-2011 through 2013-2014

<u>Years of Service</u>	<u>9 Month</u>	<u>10 Month</u>	<u>12 Month</u>
11-16	\$ 575	\$ 615	\$ 764
17-22	981	1,048	1,297
23-24	1,400	1,481	1,818
25 or more	1,852	2,129	2,697

\*Term of service will be completed in the same manner as for vacation time for members of the bargaining unit. (see Article 7.1 D.)

A service increment will be granted on the longevity date marking the completion of the prescribed years of service for such increment.

### 6.3 Professional Development Guidelines

The Professional Development Committee for the Lakewood Schools' classified personnel is made up of four (4) members: two (2) from OAPSE Locals 129 (Support Services) and two (2) representatives from the Lakewood Schools' administration.

One of the committee's major responsibilities is to evaluate all Professional Development applications and recommend to the Director of Human Resources either to grant or not to grant pre-approval for educational growth. Progress toward educational growth and consideration for salary increase are based on Professional Development Units (CEU's).

An employee's course work for CEU credit must relate to his/her current position and will require pre-approval by the Professional Development Committee and final approval by the Director of Human Resources.

All requests for CEU credit must be submitted to the Director of Human Resources (Form D pg. 81 or Form E pg. 82). Formal applications for Professional Development are available in each school office or the Human Resources Office. If a course is taken without pre-approval, the employee is taking the course at his/her own risk; there is no guarantee that the course eventually will be approved for CEU credits. Only courses taken since January 1, 1984 will be considered for CEU credit.

CEU credit will be given only for professional development work completed and, if fee is necessary, paid for by the employee. Exception: A Lakewood School employee can take a class, free of charge (unless otherwise noted), and, if the course is applicable for Professional Development credit, said employee can apply for CEU consideration even though there was no fee paid for the class.

CEU credit will not be granted for any training or development done during regularly scheduled work hours. Rationale: If the Board of Education is paying an employee's hourly wage or salary while the employee is receiving on-the-job training, or attending job-related seminars, conferences, workshops, etc., during regularly scheduled work hours, then said employee is not entitled to CEU credit.

All course work toward CEU credit must relate to, or enhance, the current position the employee holds. The purpose of granting professional development credit is to improve job performance as it relates to the employee's current position.

The Professional Development Committee will convene periodically through the year. A tentative schedule of meeting dates for the following school year will be established at the last meeting of the previous school year. To qualify for CEU salary credit effective September 1 of each year, an employee shall file by October 15 with the Human Resources Department an application and satisfactory evidence (grade slips or a letter from the instructor) of course completion. To qualify for CEU salary credit effective February 1 of the school year, evidence of completion shall be submitted by February 28.

Approved educational work will be credited as follows:

- A. One (1) CEU = Ten (10) clock hours of work.
- B. For each accumulation of five (5) CEU's, a \$75 salary increase will be granted twice each year, (September 1 or February 1) after Board approval, to a maximum of forty-eight (48) CEU's (\$3600).
- C. Employees at the top of the previous SDU scale (400 SDU's - \$2,000) as of August 31, 2005, may apply for CEU's for training/education completed after September 1, 2005.

CEU's can be accumulated in several ways:

- A. Workshops and Seminars by the clock hours.
- B. Educational institution work to be credited as follows:
  - One (1) Quarter hour = 2.24 CEU's
  - One (1) Semester hour = Three (3) CEU's
  - One (1) Continuing Education Credit (CEU) = Ten (10) clock hours

\*\* In order to earn CEU credit for quarter, semester, and continuing education course work, the course must be taken for credit. Otherwise, the course will be evaluated according to clock hours.

Before a salary increase is granted, all course work must be completed and a final grade or letter from instructor submitted (if course is taken for credit).

If a course is being taken on the basis of clock hours, employee's hours of attendance must be verified by course instructor.

#### 6.4 Overtime Pay

- A. Upon the written request of the immediate supervisor or employee, all hours of service to the Board, prior to or following the completion of an employee's regularly scheduled, full-time work week (seven and one-half (7-1/2) hours per day when schools are in session, six and one-half (6-1/2) hours per day when schools are not in regular system-wide session\*), shall be paid at the rate of time and one-half (1.5). The employee's supervisor must approve the overtime prior to the employee working the overtime. Any employee required to work on a holiday, which is not part of his/her regular work schedule, shall be compensated at the regular rate of pay (holiday pay), plus time and one-half (1.5) rate of pay for any hours worked. For purposes of determining overtime rate, divide for nine (9) months by 1425; ten (10) months by 1522.5; and twelve (12) months by 1886.5. (Form Q, pg. 94)

\*Regular system-wide session is defined as when teachers in every building are not scheduled to work.

- B. Employees may work their designated hours on a flex schedule on a limited basis as needed. Such a schedule would be mutually agreed upon by the employee and supervisor to allow "after hours" work to occur. Should the employee be unable to work the flex schedule at any given time, the employee shall not be penalized in any way.

- C. In instances of a long-term medical absence of 11 or more consecutive days, when a substitute is not provided, an employee will complete an extra compensation form noting anticipated overtime hours and rationale for request. A copy of this request will be given to immediate supervisor, Director of Human Resources and OAPSE 129 President. Final decision will be made by Director of Human Resources within two (2) days of receipt of request by Human Resources Department. (Form Q, pg. 94)

#### 6.5 Compensatory Time

- A. An employee or employer may request compensatory time off on a time and one-half (1.5) basis may be taken in lieu of overtime pay. The request must be made and approved by the employee's supervisor prior to the use of the compensatory time. Use of compensatory time shall be requested and scheduled in writing by the Friday of the week it was earned (Form Q, pg. 94). Compensatory time off must be taken within ninety (90) calendar days after the overtime is worked. If the compensatory time is not taken within ninety (90) calendar days after it has been earned, the employee may request payment for the unused time, in writing, to the Treasurer or his/her designee. If the employee fails to request payment for the unused time, s/he will receive payment for the unused time at the time of the employee's termination of employment with the district. Compensatory time off must be in compliance with provisions of the Federal Fair Labor Standards Act.
- B. If an employee is required to attend a school function after the normally scheduled work day, that employee shall be paid at the rate of time and one-half (1.5) or compensatory time.

#### 6.6 Temporary Job Classification Pay

When a member of the bargaining unit is temporarily assigned to perform work in a higher classification than the one for which s/he is employed, s/he shall receive a rate of pay, that is at his/her same step and number of days annual employment on the salary schedule of the higher classification. (Form M, pg. 90)

#### 6.7 Salary Adjustment for Classification Change

When a bargaining unit employee is appointed to a position in a classification higher than the one currently held, the salary offered shall be at that employee's same step on the salary schedule of the higher classification plus any increase that may result from moving to a new work schedule. Annual incremental increases shall be effective as per the salary schedule.

#### 6.8 School Closing Procedure

- A. Whenever it is necessary to close schools for an entire day or part of a day because of snow/calamity, certain employees may be required to report for duty at times specified by the administration. Employees who work on a "snow/calamity day" will be paid at their regular rate of pay plus time and one-half (1.5) rate for hours worked. Those employees not required to work will receive their regular basic daily rate.

- B. This procedure is applicable exclusively to a "snow/calamity day" as announced and determined by the Superintendent of Schools or his designee. Only those employees who are directed by the Director of Human Resources or designee to come to work will be paid.
- C. When schools are closed for a snow/calamity day, no sick leave, vacation leave, essential business, or professional conference leave shall be charged against any employee for that day.

#### 6.9 Paychecks

- A. Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit. Employees will receive their direct deposit and notification every two (2) weeks beginning with the legal and appropriate Friday in September of each year as determined by the Treasurer of the Board. When a holiday falls on a Friday, direct deposit and notification will be delivered on the day before the holiday.
- B. All employees of the bargaining unit will receive their pay distributed through 12 months.
- C. Each year, up to five percent (5%) of the nine (9) and ten (10) month employees in the bargaining unit shall be entitled to a lump-sum payment. This lump-sum payment shall be for the balance of the employee's annual salary. This sum shall be given at the close of the school term. The Union's Executive Committee shall have the authority to grant the requests of the employees. The committee shall forward the list of employees of Local 129 who are approved to the Treasurer no later than May 15.

#### 6.10 Deductions

With proper written authorization the Board agrees to deduct for the following:

1. Federal Income Tax
2. Ohio State Income Tax
3. Lakewood City Income Tax
4. School Employees Retirement System
5. U.S. Savings Bonds
6. Medical Insurance
7. Group Income Protection Insurance
8. United Way
9. P.E.O.P.L.E. (Political Action Organization)
10. Dental Insurance
11. Union Dues
12. Tax Sheltered Annuities
13. Prescription Drug Insurance
14. Vision Insurance
15. Medicare
16. School District Income Tax, where applicable
17. Purchase of SERS Service Credit (Tax deferred)

18. Ohio Tuition Authority
19. Community Shares
20. Life Insurance Premium
21. Fair Share Fee

#### 6.11 Organization Dues

The Board agrees to deduct Union dues or fair share fees from the pay of any employee requesting that such deduction be made. Monthly dues shall be forwarded to the State Association by Lakewood City Schools.

Authorization for Union dues or fair share fees shall continue to be in effect from year to year until such time as an employee requests in writing to withdraw from deductions. The Board shall not recognize any written revocation unless such revocation is received by the Board's Treasurer on or between August 22 and August 31 of any calendar year.

The amount of dues or fees to be deducted for the Union shall be designated by letter to the Board's Treasurer if the amount has changed from the previous year.

All dues or fees shall be deducted in twenty-four (24) equal installments beginning October through September.

##### 6.11.1 Fair Share Fee Requirements

- A. As of August 1, 2012, an annual fair share fee shall be assessed to all members who choose not to join the Union. The notice of the amount of annual fair share fee, which shall not be more than 100% of the dues of the Union, shall be transmitted by the Union to the Board's treasurer by September 15 of each year during the term of this Agreement. The Union shall also transmit to the Board's treasurer by September 15 the names of the employees who have elected not to join the Union (those who will be paying a fair share fee) as well as those for each employee who is a Union member. The list shall include the amount of dues for each employee. The Board's treasurer will deduct the fair share fee from the paychecks of employees who elect not to join beginning with the first paycheck in October. The annual fair share fee shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

A member paying dues to the Union has the right to revoke such dues but upon doing so shall be subject to a fair share fee.

- B. New Employees

The Human Resources Department shall inform the Union when there is a newly-hired employee. If that employee elects not to join the Union, the Union shall inform the Board's treasurer of that within one hundred and twenty (120) days of that employee's date of hire and shall also inform the Board's treasurer as to that employee's annual prorated fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after one hundred and twenty (120) days of employment. If an employee retires or otherwise leaves the district, any

remaining pro-rated fair share fee deductions shall be deducted in a lump sum from the employee's final pay check and forwarded to the Union Treasurer in the bimonthly payment.

C. Rebate Procedure

The fair share fee shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Section 4117.09 (C) of the Ohio Revised Code.

D. Union Membership

No employee is required to become a member of the Union.

E. Indemnification

The Union on behalf of itself and OAPSE agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Union within ten (10) working days of receiving the written claim.
2. The Union shall reserve the right to designate counsel to represent and defend the employer.
3. The Board agrees to (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliates to intervene as party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Union or its affiliates application to file briefs amicus curiae in the action.
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

The Director of Human Resources shall notify the Union President of any change in a bargaining unit member's employment status such as employment, termination, reclassification and building assignment.

- F. In the event that Local 134 agrees to fair share language that is different than agreed to by Local 129, this Local shall have the right to opt to select the language agreed to by Local 134. This Local shall have fifteen (15) days after the Board approves Local 134's contract to exercise this right.

#### 6.12 Cash Payment for Sick Leave Credit

Employees who elect to retire from active service with the district after completing five (5) or more years of service with the Lakewood Schools, shall be paid a lump sum equal to one-fourth (1/4) of the value of accrued but unused sick leave to a maximum of seventy (70) days. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime or supplemental pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee according to Board policy and procedure. Employees who leave the system prior to retirement and have been employed for five (5) or more years by the Lakewood Schools may convert up to ten (10) days of sick leave to cash at their per diem rate as long as such a separation is under honorable conditions.

#### 6.13 Estate Payment

- A. In the event of the death of an employee who has met the length of service eligibility requirements set forth in Article 6.12 and who is covered under the provisions of the Agreement, the estate shall receive the severance pay as provided in this article.
- B. In addition, the employee's survivors shall be entitled to compensation at the employee's current rate of pay for all lawfully accrued and unused vacation leave to the employee's credit for the two (2) years immediately preceding death.

#### 6.14 Mileage Allowance

- A. Bargaining unit employees required to use their own vehicles to serve the Board shall be reimbursed quarterly at the current rate per mile as established by the Board plus the actual cost of parking and highway tolls with necessary receipts. (Form B, pg. 77)
- B. Pursuant to Policy 8660, students may only be transported by private vehicle in an emergency situation.
- C. A bargaining unit employee who travels from one (1) building to another shall be given a minimum of fifteen (15) minutes travel time per trip. The fifteen (15) minutes shall come from the total work time of the traveling employee.

#### 6.15 Release Time for Bargaining Union Members

Any bargaining unit member recommended by the Union president or designee shall be granted release time during the year to attend professional activities of the association provided that forty-eight (48) hours notice is given to the administration and is approved by the superintendent or designee. These release days shall not exceed an aggregate of ten (10) days for the bargaining unit and shall not be cumulative. Additional release days will be at the discretion of the superintendent or designee. No one member may use more than ten (10) days in one year for this release time.

6.16 Extra Compensation for Extra Service (ECES) Contracts/Positions

ECES contracts which are one (1) year positions that are not accepted by members of the certified professional shall automatically be opened for bid by members of the classified professional, before being presented to the general public. In this manner, all Lakewood personnel will be given the opportunity to apply for additional employment opportunities. The Board of Education still maintains the right to hire the most qualified individual, not just an employee who meets minimal qualifications.

Classified employees who are accepted for ECES positions shall receive early dismissal clearance with permission from their supervisor as deemed appropriate for the scheduled event.

6.17 Severance Pay Deferral Plan

No further contributions shall be made to the Lakewood City School District 401(a) Severance Pay Deferral Plan for Bargaining Employees (the "401(a) Plan") that has previously been adopted by the Board using the "Bencor National Government Employees Retirement Plan." The Board may terminate the 401(a) Plan.

Lakewood City School District 403(b) Severance Pay Deferral Plan for Bargaining Employees (the "Bargaining 403(b) Plan"):

Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall amend the Lakewood City School District 403(b) Severance Pay Deferral Plan for Bargaining Employees (the "403(b) Plan") that has previously been adopted using the "Bencor Tax Deferred 403(b) Annuity Plan for Government Employees" to have plan terms that comply with the requirements of the following portions of this Section 6.12.

- A. Participation in the 403(b) Plan shall be mandatory for any employee who:
  - 1. is entitled to severance pay under this Section and/or vacation pay under Section 7.1 and
  - 2. retires in or after the calendar year in which the employee is or will be age 55.
- B. If an employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment of severance pay under this Section and/or accumulated vacation pay under Section 7.1, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:
  - 1. The total amount of the Participant's severance pay and vacation pay that is payable to the retiring employee, or
  - 2. The maximum contribution amount allowable under the terms of the 403(b) Plan.
- C. The required contribution to the 403(b) Plan shall be made within the timeframe described in this Section regarding the payment of severance pay and shall be made within the timeframe described in Section 7.1 regarding the payment of vacation pay.

- D. To the extent that an employee's severance pay and/or any vacation pay exceeds the maximum amount allowable under the 403(b) Plan, the excess amount shall be paid in to the 403(b) Plan in subsequent calendar years.
- E. An employee who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay and/or vacation pay shall be made to the 403(b) Plan on behalf of the employee.
- F. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the employee in accordance with the terms of the 403(b) Plan.
- G. The Plan Year of the 403(b) Plan shall be the calendar year.
- H. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

Any employee who is entitled to severance pay and/or vacation pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments and/or vacation payments in accordance with this Section and Section 7.1. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payment to employees, shall be subject to reduction for an tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to an employee.

## ARTICLE 7. VACATION AND HOLIDAYS

### 7.1 Vacation

- A. Each full-time, twelve (12) month employee – as defined by Section 3319.084 Ohio Revised Code – of the bargaining unit shall be entitled to vacation with full pay as follows:

After one (1) year of employment – eleven (11) days annually

After five (5) years of employment – seventeen (17) days annually

After twelve (12) years of employment – twenty-three (23) days annually

After twenty-five (25) years of employment– twenty-five (25) days annually

A year is defined as September 1 through August 31, consisting of two hundred and sixty (260) scheduled paid days. A calendar shall be developed by the Payroll Department for 12-month employees covered by the Negotiated Agreement. This paid work day calendar shall be modified, as necessary, to reflect two hundred and sixty (260) paid days. These modifications shall be scheduled during winter break in two hundred and sixty-one (261) day calendars and one day each for winter break and spring break for two hundred and sixty-two (262) day calendars.

The days earned and awarded on September 1 are defined in Chart A (Paragraph B) for: (1.) the reassignment of a non-twelve (12) month Lakewood employee and (2.) all new employees.

- B. Chart A – New Employees will accrue days under one (1) year in Chart A.

### Number of Vacation Days

<u>Month Employed</u>	<u>1 Year</u>	<u>5 Years</u>	<u>12 Years</u>	<u>25 Years</u>
September	11	17	23	25
October	10	15.5	21	23
November	9	14	19	21
December	8	13	17	19
January	7	11	15	17
February	6	10	13	14.5
March	5.5	8.5	11.5	12.5
April	4.5	7	9.5	10
May	4	6	8	8
June	3	4	6	6
July	2	3	4	4
August	1	1.5	2	2

An example for placement on this schedule is as follows:

A non-twelve (12) month employee is reassigned to a twelve (12) month position on January 7, 2003. His/her full-time equivalency is calculated to be three (3) years. Therefore, s/he has seven (7) pro-rated vacation days to be taken between January 7, 2003 and August 31, 2003 ("January" column, "1 Year" column). (9/1/03 – eleven (11) days)

- C. Employees hired in June, July, or August must satisfactorily complete ninety (90) calendar days before the above days are accrued and are eligible to be taken.
- D. To determine the number of weeks of vacation for a twelve (12) month employee, the years of employment with the Board shall be computed as follows:
  - 1. The number of years as a twelve (12) month employee plus
  - 2. The number of days of employment in part-time and/or in less than 12-month bargaining unit positions divided by two hundred and sixty (260) to obtain a twelve (12) month full-time equivalency.
  - 3. The vacation days awarded are located in Chart A. (Paragraph B)
  - 4. Credit towards vacation accumulation will be based on continuous years of service in a bargaining unit position.
- E. If a new employee has worked less than a year but has accumulated at least six (6) months of service, s/he may elect to borrow one-half (1/2) of the accrued vacation time during the first year thus reducing one's vacation time in the second year.

A full-time employee may elect to carry over up to five (5) days of accrued vacation time from the previous year. If, in the event of a work-related deadline or special project, the employee is not able to use the remaining days of their vacation, the employee may carry over up to an additional five (5) days, which will be mutually agreed upon by the employee and supervisor.. There will be a cap of ten (10) total carryover days. Except for the carryover privilege, any unused vacation shall be lost. A maximum of 10 days of vacation time accrued as a result of the carryover privilege will remain in the employee's vacation time balance indefinitely, until he or she elects to use that vacation time or receive payment for that time when his or her employed with Lakewood City Schools terminates.

- F. Vacation time, in part or in entirety, can be taken at any time during the year with the approval of the immediate supervisor. Approval of vacation time shall not be unduly regulated or withheld. Refusal of vacation time may be appealed to the Director of Human Resources.

7.2 Holidays

9 Month

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin L. King Day  
Presidents' Day  
Memorial Day

10 Month

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin L. King Day  
Presidents' Day  
Memorial Day

12 Month

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin L. King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day

These days are a built-in part of the salary schedule of each employee group. In order not to lose holiday pay, employees must work their regularly scheduled work day prior to and following such holiday unless excused from work with an approved paid absence by one's supervisor. If a holiday falls on a weekend, a Saturday holiday will be taken on Friday. A Sunday holiday will be taken on Monday.

## ARTICLE 8. AUTHORIZED LEAVES

### 8.1 Sick Leave

- A. An employee shall accumulate sick leave at a rate of one and one fourth (1-1/4) days per month for an annual sick leave of fifteen (15) days. For purposes of accumulation and use of sick leave, a "day" shall be defined as a scheduled day (regardless of hours worked). Working the scheduled day constitutes a day worked. Sick leave with pay shall be computed from September 1 to August 31 of the following year. The employee shall be paid his/her own daily rate. Sick leave accumulation is the sum of all unused sick leave which an employee earns from his/her first employment with the Board. Sick leave will accumulate to three hundred and twenty-five (325) days in 2003 and three hundred and thirty (330) days in 2004, and three hundred and thirty-five (335) in 2005. The cumulative sick leave shall be added to the employee's annual sick leave to determine the maximum allowance in a given year.
- B. The Superintendent or the Director of Human Resources may grant the right to use more days of future sick leave at his/her discretion.
- C. An employee who has accumulated sick leave with pay from state, municipal, or board of education in Ohio, upon entering the service of the Lakewood Board of Education, shall present to the Treasurer a written statement from the former place of employment, which includes the amount of approved accumulation. Re-employment must take place within ten (10) years of the date on which the employee was last terminated from public service. (ORC 124.38)

The use as well as the accumulation of sick leave by an employee shall be in accordance with Board policy.

Acceptable reasons for absence with pay are:

- Personal illness
  - Personal injury
  - Exposure to contagious disease
  - Illness, injury or death in the immediate family
  - Pregnancy
  - Birth or adoption
- D. Sick leave for illness of a father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, niece, nephew, first cousin, aunt, uncle, or any member of the family or household who clearly stands in the same relationship with the employee as any of these may be used without limitation.

- E. 1. Use of sick leave for childbirth or adoption shall be limited to the six weeks immediately following the birth, adoption, or initial placement of the child with the employee. The employee shall be entitled to use up to six weeks under this paragraph without regard to whether or not the child is ill as that term is used in Section 8.1 (D).
- 2. If the child is ill, the provisions of Section 8.1 (E.1) shall run concurrently with the sick leave provided under Section 8.1 (D) of the agreement. For example, an employee adopts a child and the child has no illness, the employee can use up to six weeks of sick leave under Section 8.1 (E.1). If the child is ill at adoption, the employee can use sick leave under Section 8.1 (D) of the agreement and the time provided under Section 8.1 (E.1) shall run concurrently. The employee shall not be entitled to six weeks under Section 8.1 (E.1) in addition to any time provided under Section 8.1 (D) of the agreement.
- F. Death in the employee's immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, grandchild, grandparent, sister-in-law, brother-in-law, aunt, uncle, or any member of the family or household who clearly stands in the same relationship with the employee as any of these. There is no absolute rule as to how much leave with pay will be allowed for death in the immediate family; but, 5 days for each death is the normal amount taken. Leave not to exceed one (1) day shall be granted to attend funeral services for a niece, nephew, or first cousin; however, where distance of travel is required, three (3) days shall be granted. Additional days for any funeral may be granted by the Superintendent.
- G. Upon exhaustion of all accumulated sick leave time, the Board shall provide an advancement of not less than five (5) days of sick leave to full-time, newly hired, or veteran employees of the Board. (ORC 3319.141)
- H. Excessive use of sick leave or questionable patterns may be grounds for discipline or termination.
- I. The Board shall request a signed statement to justify the use of sick leave. The authorized leave form (Form A pg. 73) must be submitted to the immediate supervisor within two (2) days after the absence for which sick leave payment is requested. Failure to return this form may result in absence without authority. The administration may request further documentation. Evidence indicating that absence for sick leave with pay privileges has been misused may be grounds for discipline or dismissal as follows:
  - First day: dockage of pay for the day misused plus one (1) day suspension without compensation.
  - Second day: dockage of pay for each day misused plus suspension, without compensation, not to exceed five (5) days.
  - Third day: shall be grounds for termination of contract.

- J. No employee will be disciplined without just cause.

Discipline involving suspensions of three (3) days or less is not subject to the grievance procedure.

## 8.2 Absence for Essential Business

- A. Essential business leave will be unrestricted. These days shall not be used adjacent to any vacation period or on the students' first/last day of school. These vacation periods shall be specified as: Thanksgiving, Winter Vacation, Martin Luther King Day, Presidents Day, Spring Vacation, Memorial Day, Independence Day, and Labor Day.

In each school year, four (4) days of absence for essential business are permitted without loss of pay for nine (9) and ten (10) month employees and five (5) days for twelve (12) month employees. Prior to using these days, the employee will submit the authorized leave form (Form A pg. 60) to the immediate supervisor that he/she will be absent for reasons of essential business and will follow the established procedure for securing a substitute. However, in cases of emergency, approval for absence due to essential business may be granted after the absence. Following his/her return to work the employee will submit an authorized leave form (Appendix Form A) within two (2) days to the immediate supervisor.

Essential business leave may be taken in quarter (1/4) day increments.

- B. If additional absence is required for essential business, the Director of Human Resources may grant such days with full deduction of pay or deduction only for the cost of a substitute.

## 8.3 Essential Business Conversion

Up to four (4) days of unused essential business leave shall be converted annually to sick leave at the end of each year (August 31) for nine (9) and ten (10) month employees and up to five (5) days for eleven (11) and twelve (12) month employees. Unused essential business leave shall not be cumulative from year to year.

## 8.4 Assault Leave

- A. An assault leave may be granted to an employee who is absent due to disability resulting from a physical assault which is clearly unprovoked, by a student, parent, or employee. Compensatory damages awarded to an employee through the Worker's Compensation Act of Ohio from the day of the assault through the ninetieth (90th) day shall be remitted to the Board. (This does not include a punitive award.)
- B. An accident or critical incident report must be filed within twenty-four (24) hours of the physical assault. Before assault leave compensation will be provided, a report must be filed with the proper law enforcement authority within seventy-two (72) hours of the alleged assault.
- C. This physical assault must occur on Board premises, or during school sponsored activities.

- D. The employee will be maintained on full pay status during the period of such absence, upon verification of a licensed physician, up to a maximum of ninety (90) working days.
- E. Assault leave shall not be deducted from accrued sick leave.

#### 8.5 Absence without Authority

An employee's absence must be covered by accumulated sick leave, essential business leave, personal vacation, or authorized unpaid leave. Unauthorized absence may be grounds for discipline and/or termination.

#### 8.6 Leave Without Pay

Upon an application by an employee and the recommendation of his/her immediate supervisor, a personal leave without pay for no more than fifteen (15) days in any calendar year may be granted, upon the approval of the Director of Human Resources or designee. Such leave may be used under the following rules:

1. It may be used only in whole day increments; a day shall be defined as the employee's normal workday.
2. Such leave shall not be cumulative from year to year.
3. Leave without pay is to allow for extraordinary circumstances.
4. Requests for such leave should be submitted at least one (1) week in advance of the effective day of the requested leave.
5. Leave without pay may not be used as a substitute for essential or sick leave.

#### 8.7 Leaves of Absence

- A. Employees may, under conditions specified herein, be granted unpaid leaves of absence for the following purposes: illness, parental, disability, dependent care, professional study, public office and/or military service. Leaves of absence may be authorized only by the Board and as provided by the rules and regulations, and within the provisions of the Ohio Revised Code governing such leave.

#### B. Dependent Care

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

Application For Leave: An application for such 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 at least sixty (60) days before the expiration of the leave.

Early Termination of Leave: Termination of such 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 Board and in accordance with the needs and interests of the schools.

C. Parental Leave

An employee may be granted an unpaid parental leave upon request in the event of the birth of an employee's child.

Said request shall be made one (1) month prior to the anticipated birth date of the child or effective date of the adoption. The request shall be accompanied by a statement from the attending physician indicating the anticipated arrival of the child.

Application for Reinstatement: Application for reinstatement shall be made by the employee at least sixty (60) calendar days before the expiration of such leave.

Parents adopting a child may request ten (10) days of unpaid leave plus travel time to obtain the child. A letter from the adoption agency may be required.

D. Professional Study

Eligibility: An employee who immediately prior to his/her request for leave has completed five (5) consecutive years of service with the Board may be granted a leave of absence without pay for professional study related to one's current assignment for one (1) year. A proposal of the employee's study plans must be submitted to the Superintendent or designee before the leave will be approved.

E. Procedures

1. The following procedure shall be followed in requesting all leaves of absence without pay (Article 8.6, and 8.7).
  - a. Requests for leaves of absence without pay must be made to the Director of Human Resources or designee in writing.
  - b. The Director of Human Resources or designee shall review each request and determine whether the request and documentation is sufficiently appropriate under this Article and whether the leave of absence without pay shall be granted.

8.8 Family Medical Leave Act of 1993 (FMLA)

A. Eligibility

1. An eligible employee may take up to twelve (12) work weeks of unpaid ("FMLA leave") in any school year (August 1 through July 31) for one (1) or more of the following circumstances:
  - a. the birth of an employee's child to care for the child up to age one;

- b. the placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
- c. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
- d. the employee's inability to perform the functions of the position because of the employee's own serious health condition.

2. To be eligible for FMLA Leave, the employee must:

- a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
- b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

B. Serious Health Condition - Defined

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment, therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care.
- b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - (1) A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
    - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider; of health care services
    - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider
  - (2) Any period of incapacity due to pregnancy, or for prenatal care
  - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
    - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

- (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
    - (5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury,
    - (6) or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
  - c. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
  - d. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
  - e. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
  - f. Absences attributable to incapacity under paragraphs B 1 b(2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absences does not last more than three days. (Examples: an employee with asthma may be unable to report for

work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)

2. "Health care provider" is defined as:
  - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or
  - b. Podiatrist, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; and
  - c. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and
  - d. Christian Service practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
3. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions", unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.
4. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.
5. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Agreement.

C. Notice

1. The employee shall provide the Director of Human Resources with no fewer than thirty (30) days prior written notice to take unpaid FMLA leave for the birth or placement of a child when the employee's need for leave is foreseeable.

2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the employee of her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Director of Human Resources with no fewer than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave or a reduced work schedule as set forth below, the employee shall provide the Director of Human Resources with no fewer than thirty (30) days prior written certification if the need for leave is foreseeable.
3. If the employee's need for leave is not foreseeable, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that an employee will give notice to the Director of Human Resources within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Director of Human Resources either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member, or other responsible party) if the employee is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article 8 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the employee had been notified by the Director of Human Resources while on paid sick leave that this leave would be counted as FMLA leave.
2. Where an employee has earned paid essential business leave days, the paid leave shall be substituted, at the employee's request, for all or part of any unpaid FMLA leave relating to both placement of a child for adoption or foster care or to care for an employee's own serious health condition or that of a family member.
3. Where an employee has earned paid sick leave days, this paid leave shall be substituted to care for a family member or for the employee's own serious health condition. However, no more than twenty-five (25) days of sick leave and four (4)/five (5) days as appropriate for essential business leave shall be substituted to care for a family member.
4. When an employee has been on sick leave for three (3) or more days, if the employee is notified by the Board that said sick leave days qualify as FMLA leave and if the employee does not believe s/he meets the criteria of a serious health condition, the employee must notify the Director of Human Resources within fifteen (15) days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a serious health condition. Unless the employee again hears from the Director of Human Resources on this specific situation, the Director of Human Resources will correct the personnel

files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the employee does not notify the Director of Human Resources within fifteen (15) days, the correction will not be made.

5. When an employee uses essential business leave days, if the employee is notified that said essential business leave days qualify as FMLA leave and if the employee does not believe s/he meets the FMLA criteria, the employee must notify the Director of Human Resources within fifteen (15) days of receiving the notice and shall explain why his/her essential business leave use does not meet the criteria of FMLA leave. Unless the employee again hears from the Director of Human Resources on this specific situation, the Director of Human Resources will correct the personnel files to reflect that said essential business leave use shall not also be considered to be FMLA leave. If the employee does not notify the Director of Human Resources within fifteen (15) days, the correction will not be made.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as chemotherapy.
2. When medically necessary, an employee may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Board agrees.

F. Medical Opinion

For unpaid FMLA leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

## G. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, prescription drug, and vision. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The employee shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

## H. Return to Work

1. When an employee is medically able to return to work after a serious condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his healthcare provider that the employee is able to resume the job functions for her/his position.
2. At the end of the unpaid FMLA leave, the Board shall restore the employee to the same or equivalent position with equal benefits, pay and other terms and conditions of employment.
3. Should an employee not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave.

## I. Inconsistencies Between the Agreement and FMLA

All terms which are not defined in Section 8.8 of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Section 8.8 of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

## 8.9 Conference Attendance

- A. Local 129 shall be allowed to send up to four (4) delegates to the annual meeting of the Ohio Association of Public School Employees. The delegates shall be elected through the channels of Local 129. Permission for absence from work to attend this meeting shall be given by Director of Human Resources or his designee. Such delegates shall receive their daily rate of pay for all scheduled work days while in conference attendance.
- B. Members of the bargaining unit will be permitted to attend, with pay, conferences, the annual fall district meeting, workshops and in-service programs related to their work experience with the prior approval of the Director of Human Resources. Such permission shall not be arbitrarily or unreasonably withheld by the Director of Human Resources on those occasions when a request is made.
- C. No member shall be required to sign and present to the administration a sign-up list of personnel in attendance at workshops or conferences. The employee must submit, however, the standard permission form for attendance at conferences or meetings.

## 8.10 Subpoena/Jury Duty Leave

An employee who serves as a juror or an employee who is involuntarily summoned or subpoenaed by a court regarding a school-related issue shall be granted a leave without loss of pay or other compensation for days covered by the summons, subpoena or jury duty. The employee shall not be required to remit any compensation for jury duty to the Board.

## 8.11 Sick Leave Pool

- A. A Sick Leave Pool for employees covered by the Local 129 Bargaining Unit shall be established from voluntary donations of sick leave days.
- B. Each year, during the month of October, each Bargaining Unit member may donate up to eight (8) days to the Sick Leave Pool by using the Sick Leave Donation Form (Form J, pg. 87) and sending this form to the OAPSE 129 President.
- C. Once an employee donates sick leave and the leave is forwarded to the Board through the Union President (using the sick leave donation Form J pg. 87), the sick leave donation is irrevocable. The sick leave donation will remain in the Sick Leave Pool indefinitely, until such time as it is needed by a qualifying Bargaining Unit member.
- D. An employee may use the Sick Leave Pool if s/he has met all the following criteria:
  - 1. The employee has applied for SERS disability retirement or private disability insurance benefits whichever is applicable, within thirty (30) calendar days from the start of use of the sick leave pool benefit. This requirement to apply for SERS disability retirement or private disability insurance may be waived at the discretion of the superintendent/designee. The Board will provide assistance to the employee in preparing the disability retirement application when requested.

2. All of his/her sick leave accumulation has been exhausted. (An employee does not have to use future sick leave.)
  3. His/her absence is due to an illness, or ongoing illness or accident that will disable the individual from performing normal job duties and that such condition is anticipated to continue at least fifty (50) working days from the date of application. Written medical verification of the above is required by a licensed medical doctor.
  4. The employee has completed the Application to use Sick Leave Pool (Form K, pg. 88).
  5. An administrator from the Human Resources Department and the Bargaining Unit President will jointly review each application and will make a recommendation to the Superintendent of Schools who will make the final decision as to the eligibility of the applicant.
- E. In the case of an employee qualifying for Sick Leave Pool days because of personal illness or injury, said days shall be granted in ten (10) day increments until the employee clearly needs no more or goes on SERS disability retirement. When an employee is medically able to return to work after use of the sick leave pool, she/he shall provide the Board with a statement from her/his health care provider that the employee is able to resume the job functions for her/his position.
- F. Unused days shall be returned to the Sick Leave Pool. Upon mutual agreement of the Board and OAPSE 129, if there is a small amount of donated days in the Sick Leave Pool, a time period in addition to the yearly October donation time period can be established in order to ask bargaining unit members to donate sick leave days to the Sick Leave Pool.
- G. The maximum number of Sick Leave Pool days that may be claimed by any one employee is one hundred twenty (120) days for each separate and distinct catastrophic illness, accident, or long-term illness as certified by a doctor of the employee.
- H. The exempt employees have volunteered to participate in the Sick Leave Pool with the understanding that the Union shall extend the same courtesy to the exempt employees in utilizing the sick leave pool. In so doing, the Board and Union expressly acknowledge and agree that this voluntary agreement in no way implies or recognizes that the exempt employees are a member of the bargaining unit or have any rights under the agreement.
- I. When an employee is approved for SERS disability retirement or for private disability insurance benefits during the one hundred and twenty (120) day sick leave pool period, s/he must immediately utilize such benefits, and sick leave pool benefits shall cease.
1. The Board shall reimburse said employee the difference between the gross disability payment and the gross salary payment for the remainder of the one hundred and twenty (120) day sick leave pool period.

2. The Board shall reimburse said employee the cost of life insurance coverage under the waiver of premium provision for the waiting period required by the insurance provider if the employee does not receive reimbursement from another source. The waiver of premium period will continue in accordance with the terms of the life insurance plan document (certificate booklet).
3. The Board shall reimburse said employee the cost of COBRA continuation of insurance benefits, up to the Board paid monthly premium amounts for the remainder of the one hundred and twenty (120) day sick leave pool period for employees and/or dependents covered at the time of application for sick leave pool usage.

## ARTICLE 9. INSURANCE BENEFITS

### 9.1 Eligibility for Insurance

Employees are eligible for insurances identified by 9.2-9.6 the first of the month following the satisfactory completion of the ninety (90) calendar days. Pre-existing condition exclusions apply.

### 9.2 Medical Insurance

1. The Board shall provide medical insurance to employees that meet or exceeds the coverage provided during the 1999-00 school year except for the following:
  - a. The lifetime comprehensive maximum shall be \$2,500,000.
  - b. University Hospital is presently not part of the medical network.
2. The medical insurance plan shall include the following parameters:
  - a. Comprehensive plan
  - b. The deductible is a comprehensive deductible of \$200 single/\$400 family for out-of-network (Option 3) claims only, from the first dollar.
  - c. There will be a \$200 co-pay on out-of-network (Option 3) inpatient admissions. (This does NOT count toward the deductible or out-of-pocket maximum and will be paid before the deductible.)
  - d. The out-of-pocket co-insurance maximum will be \$500 for Options 2 & 3 only. Deductibles, co-pays and charges above reasonable and customary do not count toward this out-of-pocket maximum.
  - e. Maximums for private duty nursing services are \$30,000/year and \$100,000 lifetime. (Lifetime maximum includes all claims from October 1, 1993.
  - f. The deductible noted above will NOT apply to diagnostic services and treatment including, but not limited to, laboratory test, x-rays, imaging exams, ultrasound and specific tests given as part of an annual physical exam which are: one EKG, one chest x-ray, routine Pap test , one SMA-12, urinalysis, and a complete blood count.
3. Effective August 1, 2008, the Board shall pay 95% of the single person rate, or pay 92.5% of the family rate for employees who subscribe and are scheduled to work a minimum of seven and one-half (7-1/2) hours per day, five (5) days per week. Effective August 1, 2009, the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five percent (85%) of the single and family rate.

4. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

The Board will pay one-half (1/2) of either the 85% single person rate or the family rate for employees who work between 3-3/4 and 7-1/2 hours per day, five days per week or who work 18-3/4 hours per week and subscribe. Employees regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week or 18-3/4 hours per week) are not eligible for medical insurance coverage. The Board will continue to pay a pro-rate share of the medical coverage for each regular part-time employee who was eligible for pro-rate medical coverage prior to September 1, 2000.

Employees have the option to enroll in the hospitalization program offered by the Kaiser Community Health Foundation, with the Board providing payment not to exceed the payment for family coverage being provided employees under the current health plan.

A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26<sup>th</sup> birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.

### 9.3 Prescription Drug Insurance

1. The Board will provide a group prescription benefit insurance program:
  - a. The co-pay costs shall be:
    - 1) \$5.00 if you receive a generic equivalent drug
    - 2) \$15.00 if you receive a preferred drug
    - 3) \$30.00 if you receive a non-preferred drug
  - b. The following drugs will be covered:
    - 1) Federal Legend Drugs
    - 2) State Restricted Drugs
    - 3) Compounded medications
    - 4) Insulin
    - 5) Insulin Needles and Syringes on prescription only
    - 6) Injectable bee sting kits
    - 7) Contraceptives
  - c. The following drugs are excluded (unless covered by above):
    - 1) Fertility drugs
    - 2) Investigational or experimental drugs
    - 3) Non-Federal Legend Drugs
    - 4) Therapeutic devices or appliances
    - 5) Medications for which the cost is recoverable under any Workers' Compensation or Occupational Safety or Disease Law or any State or Governmental Agency, or medication furnished by any other drug or medical services for which no charge is made to a member

- 6) Self-administered injectables not used to treat illness, injury or disease
  - 7) DNA drugs
  - 8) Growth hormone drugs
  - 9) Smoking cessation patches or medications in excess of one treatment
  - 10) Veterinary medications
  - 11) Weight loss drugs
  - 12) Rogaine, Minoxidol, or any other hair growth products
  - 13) Any drugs used for cosmetic purposes
  - 14) Any drugs not used for acute care or maintenance of a medical condition
    - a) Retin-A, if over (25) years of age
    - b) Vitamins, including prenatal
- d. Prescriptions for Legend Drugs are up to a (34) day supply or 100 unit doses
  - e. Prescriptions for maintenance drugs are up to (100) or (200) unit doses.
  - f. A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26<sup>th</sup> birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.
  - g. This will be a card program and may or may not include mail order.
2. Effective August 1, 2008 the Board will pay 95% of the single person rate or 92.5% of the family rate to regular contracted employees who subscribe and are scheduled to work a minimum of seven and one-half (7-1/2) hours per day, five (5) days per week. Effective August 1, 2009 the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five percent (85%) of the single and family rate.
  3. The administration of the prescription benefit program shall be in accordance with Board procedure.
  4. The Board will pay one-half (1/2) of the 85% single person rate or the family rate for regular contracted employees who subscribe and are scheduled to work a minimum of three and three-quarter (3-3/4) hours per day, five (5) days per week. Employees regularly scheduled less than half-time (three and three-quarter (3-3/4) hours per day, five (5) days per week or eighteen and three-quarter (18-3/4) hours per week) are not eligible for insurance coverage.
  5. The Board may issue two (2) single person coverages in lieu of a family coverage to a married couple, without dependents, employed by the Board, if the combined amount of the two (2) single rates is less than of the family rate.

#### 9.4 Dental Insurance

1. Effective August 1, 2008 the Board shall pay 95% of the single person rate or 92.5% of the family rate to employees who subscribe and work a minimum of seven and one-half (7-1/2) hours per day, five days per week. Effective August 1, 2009 the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five percent (85%) of the single and family rate.
2. The content and administrations of the dental program shall be in accordance with Board procedure.
3. The Board will pay one-half (1/2) of the 85% of either the single person rate or the 85% of the family rate for employees who work between 3-3/4 and 7-1/2 hours per day, five days per week or who work 18-3/4 hours per week and subscribe. Employees regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week or 18-3/4 hours per week) are not eligible for dental insurance coverage.
4. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.
5. A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26<sup>th</sup> birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.

#### 9.5 Vision Insurance

- A. The Board will provide vision coverage that meets or exceeds the 1995 vision plan. Each regular contracted employee can select either a single or family plan, whichever is applicable.
- B. Effective August 1, 2008 the Board will pay 95 % of the single person rate or 92.5% of the family rate for regular contracted employees who are scheduled to work a minimum of seven and one-half (7-1/2) hours per day, five (5) days per week and subscribe. Effective August 1, 2009 the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five (85%) of the single and family rate.
- C. The Board will pay one-half (1/2) of 85% of either the Board's portion of the single person rate or the family rate to regular contracted employees who are scheduled to work between three and three quarter (3-3/4) hours and seven and one-half (7-1/2) hours per day, five (5) days per week and subscribe.
- D. The Board may issue two (2) single person coverages in lieu of a family coverage to a married couple, without dependents, employed by the Board, if the combined amount of the two (2) single rates is less than the family rate.

- E. A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26<sup>th</sup> birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.

#### 9.6 Term Life Insurance

- A. The Board shall provide fully paid \$50,000 term life insurance coverage with accidental death and dismemberment coverage for each regular contracted employee who is scheduled to work a minimum of seven and one-half (7-1/2) hours per day, five (5) days per week. A regular contracted employee who is scheduled to work a minimum of three and three-quarter (3-3/4) hours per day, five (5) days per week, or eighteen and three-quarter (18-3/4) hours per week will receive \$25,000 coverage.

Less than regularly scheduled half-time employees (3-3/4 hours per day, five (5) days per week; or eighteen and three-quarter (18-3/4) hours per week) will receive no coverage.

- B. Each employee may purchase additional term life insurance through the Board at his/her own cost.

#### 9.7 Workers' Compensation

All employees are covered under the state Workers' Compensation Act of Ohio. The Act provides coverage for injury or death on the job.

The employee shall have the option to use sick leave or apply for Workers' Compensation. Workers' Compensation may be applied for after seven (7) consecutive days of absence for wage reimbursement or medical benefits. An injury occurring on the job shall be immediately reported to the injured employee's supervisor or other designated representative and an accident report completed. (Form J, pg. )

If Medical attention is required, the employee shall file the appropriate Workers' Compensation form at the hospital or doctor's office.

#### 9.8 Disability Insurance

The Board shall provide disability insurance to each employee with fewer than five (5) years of service credit with SERS.

## 9.9 Insurance Committee

A long-range Insurance Committee shall be on-going. Membership shall consist of equal representatives from the Union, the Lakewood Teachers Association, and the Lakewood Management Team. The Superintendent shall appoint the facilitator.

1. This committee's authority includes:
  - a) Reviewing insurance costs
  - b) Exploring program additions/modifications
  - c) Having access to current insurance costs
  - d) Recommending program modifications
  - e) Initiating and overseeing
    1. benefits education program
    2. wellness education program
  - f) Exploring the use of a consultant
  - g) Providing timely information for the negotiations process
2. This committee shall meet at least quarterly with individual committee members having the authority to submit agenda items and call additional meetings.
3. On an annual basis, or whenever carriers/administrator(s) are changed, the Board shall provide each employee with a summary of all insurance coverage.

## 9.10 Section 125 Plan ("Cafeteria Plan")

- A. By January 1, 2006, the Board shall establish a "Cafeteria Plan" that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis and shall also allow employees to elect to participate in the dependent care and medical care flexible spending account (FSAs") described in paragraph C below.
- B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1<sup>st</sup> through December 31<sup>st</sup>) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph C3. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.
- C. Dependent Care FSA
  1. Under the Café Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section

129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

2. The salary reduction and corresponding credits will be made and issued in twenty-four (24) equal installments beginning with the first pay in January.
3. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$4,000 (exclusive of employee contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
2. The salary reduction and corresponding credits will be made and issued in twenty-four (24) equal installments beginning with the first pay in January.

E. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. When the Board Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criterion to be used shall be the amount of administrative fees charges. Any administrative fees shall be borne by the Section 125 Plan participants.

9.11 Spousal Insurance (this section only applies to employees hired into insurance-eligible bargaining unit positions beginning with the 2005-2006 school year.)

- A. 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, the spouse must enroll in such employer-sponsored group insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

- B. Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
- C. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.
- D. 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 declaration 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.
- E. If an employee submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.
  - 1. Any amount to be reimbursed by the employee may be deducted from the benefits to which you would otherwise be entitled.
  - 2. In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.
- F. If an employee submits false information about his/her spouse's employer-sponsored group insurance coverage(s), the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

## ARTICLE 10. STAFF REDUCTION AND REINSTATEMENT

### 10.1 Staff Reduction

Reduction In Force (RIF) – shall be defined as “an employee being laid off by system seniority within an affected Series”

A. If it becomes necessary to reduce employees in a job series due to substantiated lack of funds, major declining enrollment, and/or lack of work for good cause shown, the Board will attempt to make reductions, first through attrition such as retirements or resignations. If this method does not meet reduction requirements, employees shall be laid off in the following order, in the affected series according to system seniority:

1. Temporary employees shall be laid off first.
2. Probationary employees who have not completed ninety (90) worked days.
3. Part-time employees with the least system seniority in each series affected
4. Full-time employees with the least system seniority in each series affected

System Seniority shall be defined as the uninterrupted length of continuous service with the Board. Authorized leaves of absence and layoffs do not constitute an interruption in continuous service for the purpose of reduction in force.

In case of identical continuous system seniority, the employee who last signed the employment contract shall be laid off first.

For the purposes of Reducing, Bumping, and Recall, the following series and classification shall be used:

#### Series I – Clerical

Secretary I  
Secretary II  
Clerk Typist

#### Series II – Finance

Finance Assistant

#### Series III – Technicians

Network Specialist  
T.V. Technician  
Computer Technician  
Data Processing Technician  
Catalog Technician  
Computer Lab Assistant

#### Series IV – Student Support

Bookroom Manager

#### Series V – Student Services

Educational Interpreter  
Paraprofessional

#### Series VI - Resources

Library/Media Tech Asst

#### Series VII – District Publications

Printer Manager

#### Series VIII – Students/Families

Drop Out Prevention Agent

Employees shall be laid off according to system seniority within their series. The employee with the least system seniority in the series affected by a layoff shall be laid off first.

- B. In the event of any layoff, the Board shall give the Bargaining Unit President and the employee written notice a minimum of fourteen (14) calendar days, and insofar as possible, thirty (30) calendar days prior to the effective date of the layoff, reason for layoff, and reinstatement rights. The Director of Human Resources or his/her designee may reassign the laid-off employee to another position from the time the employee is notified of the layoff until the day the employee is laid off.
- C. When new positions are being created at the same time current positions are being eliminated, the following procedures will be used in this order:
  - 1. Option to accept a new position will be offered to any qualified employee (as outlined in D) facing Reduction in Force actions
  - 2. Implement Reduction in Force procedures
  - 3. Implement Bumping Procedures
  - 4. Create Reinstatement List
  - 5. Post any remaining available positions
- D. An employee may bid on a vacancy to avoid layoff; however, such an employee shall be qualified to do so as determined by law, Board, and its administration after consultation with matched skill base/training and/or OAPSE 129 President. Taking such a position (if different from the recently held position or a long term sub position) defined as lesser hours and/or benefits does not remove the employee from the reinstatement list. The employee must request removal in writing to the Human Resources Department.
- E. A transferred employee shall retain all seniority rights, such as longevity allowance, vacation allowance, and retirement service.
- F. The Board agrees to continue current payments for all benefits for a period not to exceed ninety (90) days, should any employee be laid off or have his/her hours reduced, involuntarily, due to lack of work or lack of funds.

## 10.2 Staff Bumping

Bumping shall be defined as “the ability to displace another employee of lesser system seniority within the same series.”

An employee laid off under the above provisions may have the right to bump an employee with less system seniority in a lower classification within his/her series assuming legal compliance and matched skill base/training. Part-time employees may not bump full-time employees. Employees also have the right to bump an employee with less system seniority, in a different series, only if they have previously held the classification and are highly qualified.

### 10.3 Staff Reinstatement

Reinstatement shall be defined as “an employee being called back to employment from the reinstatement list in order of system seniority.”

Reinstatement shall proceed as follows:

- A. Reinstatement lists shall be established by the Board and a copy will be given to the Bargaining Unit President. Employees laid off shall be placed on a reinstatement list, by classification and series in the reverse order of layoff.
- B. Reinstatements shall be made from the reinstatement list whenever a vacancy occurs and before any new employee is hired.
- C. Vacancies that occur or new positions created shall be offered, to those qualified on the reinstatement list, in order of system seniority, by written notice. The written notice shall be sent to the employee by registered or certified mail addressed to the employee’s last known address. It shall be the responsibility of each employee to notify the Board of any changes in address.
- D. The Board shall give written notice to the Bargaining Unit President of all employees recalled.
- E. Any employee who declines reinstatement shall be removed from the list except if a position offered is extremely different as defined as less hours and/or benefits from the position most recently held. In such a case, the employee shall remain on the reinstatement list. Such refusals, however, cannot go on interminably. The Director of Human Resources, after consultation with OAPSE 129 President, shall make the final determination whether or not a position is suitable for the employee as determined by law.
- F. Any employee who declines reinstatement within five (5) working days of receipt of notice shall be placed at the end of the reinstatement list.
- G. Employees on the reinstatement lists will be eligible for reinstatement for four (4) full contract (collective bargaining agreement) years after the last day of their employment.

### 10.4 Bargaining Unit Work

After August 1, 2012, should the District have a need to utilize outside contractors not currently contracted for work defined in the job descriptions of OAPSE #129 represented positions, the Board and the Union shall meet and confer as to the reasons of such action.

## ARTICLE 11. EVALUATION AND PERSONNEL FILE

### 11.1 Evaluation

- A. During their probationary period, employees new to the system will be evaluated after thirty (30), sixty (60), and ninety (90) worked days. These evaluation periods will be adjusted by the number of days of absence if short-term or long-term absence of the evaluator and/or the evaluatee affects the timeline.
- B. Employees in the bargaining unit shall be evaluated at least once every third year thereafter, to determine job performance and effectiveness.
- C. Evaluations shall be recorded on the official forms. (Form C, pg. 78)

All evaluations shall be reviewed with the employee. The employee may reply, in writing, to the evaluation. The completed evaluation will be sent to the Human Resources Department for file in the employee's personnel folder. A copy will be issued to the employee and a copy shall be retained by the supervisor for his/her file. Any negative evaluation shall include recommendations for improvements and provisions for assistance to the employee in implementing any recommendations made. Any negative evaluations that are more than three (3) years old shall not be used to determine a candidate's fitness for promotion or transfer. All such materials will be signed by the employee. The signing of such material does not necessarily mean that the employee is in agreement with the evaluation.

- D. The evaluation form shall include the following: "Signing is merely acknowledgment of having seen the above. It does not indicate agreement or disagreement."
- E. The application and administration of this Article shall be under Director of Human Resources to ensure the equal and even enforcement of this Article.

### 11.2 Personnel File

- A. An employee may examine his/her own personnel file by making arrangements to do so with the Director of Human Resources. Confidential items of reference collected to determine qualifications before employment shall be removed from the personnel file before each examination and placed in the file thereafter.
- B. The employee's personnel file shall not hold:
  - anonymous letters or materials
  - written complaints by students
- C. Material, which may tend to be critical or derogatory of an employee's conduct, service, character, and/or personality, shall not be placed in the file unless the employee has had an opportunity to read the material and, if s/he so desires, attach a reply to that material.

If after five (5) years no further substantiation of the critical or derogatory material occurs, such material shall be expunged from the employee's personnel file. Removed information will not be available to future evaluators, nor shall it be used and/or referenced after a five year period for appraisal, position change, or dismissal unless additional documented evidence pertaining to like complaint is received. The process for removal of all materials from a personnel file shall be consistent with the procedures outlines in O.R.C. 149.41.

- D. The employee may refute any negative material in his/her file in a written, dated, and signed statement to be attached to the personnel file copy and the negative material.
- E. An employee may review his/her personnel file during the hours that the Human Resources Office is open upon giving one (1) hour notification of the intent to inspect the file.
- F. It is recommended that an employee request to have pertinent written documentation placed in his/her personnel file regarding positive personal and professional accomplishments.

## ARTICLE 12. PROGRESSIVE DISCIPLINE

### 12.1 Progressive Discipline

- A. For good and just cause, the administration may take disciplinary action against any employee. Discipline in cases of sick leave misuse or essential business misuse is not covered in this section; they are covered in Article 8.
- B. The administration will use the following steps of progressive discipline:
- Step 1: Documented Verbal Reprimand (Form N, pg. 91)
  - Step 2: Written reprimand (placed in employee's personnel file)
  - Step 3: Suspension with or without pay for 1 day
  - Step 4: Suspension with or without pay, not to exceed five (5) days
  - Step 5: Termination in accordance with O.R.C. 3319.081
- C. Before the process of progressive discipline Steps 2, 3, 4, and 5 begin, there shall be a pre-disciplinary meeting. However, a pre-disciplinary meeting need not be held before a Step 1 hearing.
1. The employee shall have the right to have two (2) Bargaining Unit representatives at this pre-disciplinary meeting. The employee shall have the choice of one (1) Bargaining Unit representative and the other shall be an OAPSE representative or OAPSE Labor Relations Consultant.
  2. When the request for such representatives is made, no meeting shall take place unless the representatives are present.
  3. If the employee does not choose to have OAPSE representatives, one (1) OAPSE representative shall attend the meeting.
- D. If after the pre-disciplinary (fact finding) meeting the administration determines that progressive discipline is warranted, a disciplinary hearing shall be held.
1. The employee and all involved parties shall be informed in writing before the progressive discipline hearing of the progressive discipline step that s/he is being recommended.
  2. A Step 1 hearing (verbal reprimand) shall be held by the employee's immediate supervisor.
    - a. The employee has the right to have one (1) OAPSE representative of his/her choice at this hearing and, if a representative is requested, no hearing shall occur until the representative is present.

- b. At this hearing the employee shall have the right to face his/her accuser(s), shall receive the specific allegations in writing, shall have the right to call witnesses, and the right to rebut the allegations.
    - c. At the conclusion of this hearing, if a verbal reprimand has been issued by the administrator, that administrator shall notify the Bargaining Unit President and the Director of Human Resources on the appropriate form (Form N, pg. 91) that a verbal reprimand has been issued. This form shall not be placed in the employee's personnel file and will be destroyed after two (2) years.
  - 3. Disciplinary hearings at Steps 2 through 4 shall be conducted by the Director of Human Resources. A disciplinary hearing at Step 5 shall be conducted by the Superintendent or designee.
    - a. The employee shall have the right to have two (2) Bargaining Unit representatives at disciplinary hearings. The employee shall have the choice of one (1) Bargaining Unit representative and the other shall be an OAPSE representative or the OAPSE Labor Relations Consultant.
    - b. When the request for such Bargaining Unit representatives is made, no hearing shall be conducted until the representatives are present.
    - c. If the employee chooses not to have Bargaining Unit representation, one (1) Bargaining Unit representative shall attend the hearing.
    - d. The employee shall have the right to face his/her accuser(s), shall receive the specific allegations in writing, shall have the right to call witnesses, and shall have the right to rebut the allegations.
    - e. The failure to present rebuttal testimony or other evidence at a pre-disciplinary meeting shall not be used against the employee.
- E. At the conclusion of the hearing, if the administration determines that discipline is warranted, the employee shall be provided with specific written reasons for the discipline.
- F. Any sequence of steps of discipline shall be for the same or similar offense. If more than twenty-four (24) months have lapsed between any steps of the progression, it may not be used as part of the progression.
- G. In the case of a serious infraction, progressive discipline may begin at any step. If any progressive discipline steps are skipped and termination is sought, termination will be in accordance with ORC 3319.081.
- H. Following the appropriate administrator's determination of the need for discipline, the employee shall have the right to appeal through the grievance procedure of this Agreement.

1. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in Article 13 of the Agreement.
  2. In the event a grievance is filed on a suspension (other than a suspension that occurs pending termination in Step 5); the suspension shall be held in abeyance until after the grievance procedure has been completed.
  3. Should the employee be supported in his/her position on the grievance, all records of such discipline shall be removed from all personnel and building files.
- I. If the employee does not grieve a suspension without pay or if s/he does grieve a suspension without pay and does not prevail in the grievance, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis. All benefits will continue in force during any suspension (except a Step 5 suspension), with or without pay, as contained in Article 13 of the Agreement.
- J. In the case of a serious infraction the Superintendent or designee, may immediately suspend an employee -- prior to a pre-disciplinary meeting and a disciplinary hearing.
1. The pre-disciplinary meeting and disciplinary hearing will occur within three (3) employee work days of the employee's notification of his/her suspension.
  2. When the employee is suspended, s/he shall be given written reasons for the suspension.
  3. The employee shall have the right to have two (2) Bargaining Unit representatives at both the pre-disciplinary meeting and the disciplinary hearings. The employee shall have the choice of one (1) Bargaining Unit representative and the other representative shall be either an OAPSE representative or the OAPSE Labor Relations Consultant.
  4. When the request for such representative is made, no pre-disciplinary meeting or disciplinary hearing shall be conducted unless the OAPSE representatives are present.
  5. If the employee chooses not to have one Bargaining Unit representative, a representative will still attend the hearing.
  6. If a grievance is filed, pay will continue pending the outcome of expedited arbitration.
    - a. If the employee's position is upheld in the grievance/arbitration process, all records of the suspension shall be removed from all personnel and building files.
    - b. If the employee's position is not upheld in the grievance/arbitration process, the resulting loss of pay will be reflected in the remaining paychecks for that year on a prorated basis.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

### **13.1 Grievance Definition**

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement.
- B. Board policy which affects work rules of employees.
- C. The grievant(s) shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination, or reprisal.
- D. Suspensions in excess of one (1) day may be appealed directly to Step 3.
- E. Termination may be appealed directly to arbitration.

### **13.2 Grievance Regulations**

- A. If any grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the grievance procedure listed below.
- B. In order that grievances be processed as rapidly as possible, the number of days indicated at each step shall be maximum. Every effort should be made to expedite the grievance; however, the time limits may be extended by mutual agreement of the parties.
- C. Days shall be counted as working days.
- D. A grievance must be presented as a Step 1 grievance to the administration within twenty (20) days of the action which precipitated the grievance. (Form H)
- E. The grievant(s) or the administration may be represented at all stages of the grievance procedure by a person(s) of his/her choosing.
- F. Grievance hearing shall be scheduled to avoid conflict and interference with school and employment schedules.
- G. No issue shall become a grievance at Step 1 until the grievant(s) communicates with the person(s) who may be responsible for the alleged grievance. If this informal communication does not resolve the issue, the grievant(s) may submit a written grievance as indicated in Step 1.

### 13.3 Grievance Steps

- Step 1: If a grievance(s) is not resolved through informal communication, the grievant or the Union will present the grievance in writing to the Director of Human Resources or designee. Within fifteen (15) days after presentation of the written grievance, the Director of Human Resources or designee shall give a written answer to the grievant(s) or the Union.
- Step 2: If the grievant (s) or Union does not agree with the Director of Human Resource's response, at Step 1, the grievant(s) or Union may, within fifteen (15) days of receipt of the Director of Human Resources response, submit the grievance for review by the Director of Human Resources. The Director of Human Resources or designee shall give the grievant(s) or the Union a written response within fifteen (15) days after receipt of Step 2 of the grievance.
- Step 3: If a satisfactory disposition of the grievance is not reached as a result of the Director of Human Resources or his designee's response to Step 2, the grievant(s) and/or the Union shall have the right to appeal the grievance to the Superintendent of Schools within fifteen (15) days. The Superintendent, or a designated representative, shall provide the grievant(s) or the Union a written response to the Step 3 grievance within fifteen (15) days of receipt.
- Step 4:
- A. If a satisfactory disposition of the grievance is not reached as a result of the procedure provided in Step 3 of this grievance procedure, the grievant(s) or the Union may appeal the dispute to an impartial arbitrator under, and in accordance with, the rules of the American Arbitration Association. Such appeal must be made within fifteen (15) days from the date of the Superintendent of School's response to Step 3.
  - B. If mutual agreement is not reached regarding the selection of an arbitrator within fifteen (15) days after the request of the grievant(s) or Union, the arbitrator shall be selected from a list submitted by the Federal Mediation and Conciliation Services. Selection shall be made pursuant to the rules of the American Arbitration Association.
  - C. The powers of the arbitrator shall be limited.
  - D. The arbitrator shall not add to, subtract from, disregard, alter, or modify this Agreement or applicable laws and policies, procedures, rules and regulations having the force and effect of law.
  - E. The arbitrator shall not establish or change salary schedules or establish salaries for any position.
  - F. The arbitrator's judgment shall be binding on the parties.

- G. The fees and expenses of the arbitrator shall be paid by the losing party. Any other expenses resulting from arbitration shall be paid by the party incurring them. Neither party shall be responsible for the expense of witnesses except those who are heard during their regular hours of employment.

#### 13.4 Grievance Forms

A grievance must be filed on the form agreed to by the Union and the Board. (A sample of the grievance form is included in the Appendix, Form H).

The form must list the alleged article(s) violated, shall state the contention of the grievant, and shall request the relief.

The grievance form shall be available from the Human Resources Department or the Union President.

#### 13.5 Grievance Time Limits

Time limits may be extended, in writing, by mutual agreement of the Board, the grievant(s), or the Union.

#### 13.6 Rights of the Union Members

- A. The Union and Administration shall exercise mature discretion in discussing any grievance matters.
- B. A grievance may be withdrawn at any level without prejudice.
- C. When a grievance is satisfied at Step 1, 2, or 3 the solution shall be reduced to writing and signed by the parties involved.
- D. Readily available information necessary to the determination and processing of the grievance shall be made available to parties of interest.

## ARTICLE 14. MISCELLANEOUS PROVISIONS

### 14.1 Labor/Management Committee

- A. The Classified Forum may be made up of up to four (4) members of the union and four (4) members of the management team, unless mutually agreed upon by the Union President and the Director of Human Resources. Also included will be guests (with prior permission.) The Union Team shall be comprised of the OAPSE President and three (3) members representative of the classifications of the bargaining unit. The Management Team shall be comprised of the Director of Human Resources and three (3) members representative of the Administration. The Forum will attempt to meet once a month to discuss district wide issues.
- B. The parties shall agree to meet on the written request of the other or may also develop a regular schedule of meetings to implement this section. Advance written request for the "on call" type meeting shall be made at least ten (10) days before the proposed meeting date. Along with the request shall be attached the proposed agenda of items to be discussed.
- C. All meetings shall be held at agreed to time and places and shall not exceed one and one-half (1-1/2) hours unless both parties agree to an extension.
- D. The spirit of the discussions shall be one of communication and sharing that may lead to the resolution of a problem, issue, or concern. These conferences shall not be considered "negotiations." The matters discussed shall be considered as being important to the professional relations between the Board and the Union.
- E. The Classified Forum may delegate problem-solving tasks to a Labor-Management Committee. A Labor-Management Committee shall be comprised of members appointed by the Classified Forum.

### 14.2 Student Employees

Student Internships - The Board shall not employ any students/adults under secondary school or college work programs or any state or federally funded work program in any position that would directly or indirectly affect the rights of the union or any member of the bargaining unit. It is the intention of the Board only to provide student internships/mentorships in conjunction with Lakewood schools job training programs.

Also exempt from employment are adults participating in privately funded retirement programs who do not apply through normal Board employment procedures.

### 14.3 Publishing of Master Agreement

The Board agrees to pay the cost of printing and distributing copies of this agreement within sixty (60) days of the ratification by the Board of Education.

#### 14.4 Merit Incentive Award (MIA)

The Board of Education agrees to enter into a Classified Merit Incentive Award (MIA) program with employees of this bargaining unit. This program shall operate according to the guidelines established by the MIA committee composed of administrators and professional.

For the purposes of defining "family" in this program, the contract shall refer to the definition in Article 8.1, Sick Leave as to the definition for "family".

The Merit Incentive Program is a program aimed at rewarding classified employees who have had perfect attendance during a specified time period. As an employee, you may earn a cash incentive based on non-use of sick leave, essential business days, dock days, or suspension days. Absence for the death of a parent, child, or spouse is excluded.

Any member of the bargaining unit having perfect attendance record during the time period specified (based on non-use of sick leave, essential business days, dock days, or suspension days - exception: spouse/child/parent death) will be given a Merit Incentive Attendance Award based on the following:

Greater than 10-month employees = \$150 per 3-month period [8/1 - 10/31, 11/1 - 1/31, 2/1 - 4/30, or 5/1 - 7/31] and with zero (0) absences

9-month and 10-month employees = \$125 per 9-week grading period with zero (0) absences  
Part-time employees will receive the full award benefit through July 31, 2012.

There is no exchange of a day off for pay.

Said incentive award shall be made in a lump sum payment to those eligible for same within thirty (30) calendar days following Board approval.

The program will continue as long as funds are available.

#### 14.5 Classified Suggestion System Program (CSSP)

The Board of Education agrees to enter into a Classified Suggestion System Program (CSSP) with employees of this bargaining unit. This program shall operate according to the guidelines established by CSSP committee composed of administrators and professional.

##### PROGRAM GOALS:

- A. To improve procedures and services of classified employees.
- B. To provide an environment that encourages creative thinking for the benefit of Lakewood Schools.
- C. To reward those employees who suggest ideas that have the most system-wide impact.

## REWARDS:

Each June the Incentive Committee will meet to evaluate all the suggestions from the previous year. The suggestions with the most significant system-wide impact will be awarded one day of vacation for the following school year, to be scheduled with immediate supervisor's approval. When possible, one reward per local will be awarded, for a total of three (3) vacations days per year awarded. The committee reserves the right not to award days off in the event there are no significant suggestions received.

## PROCEDURES:

Classified employees who wish to submit a suggestion or concern, may do so by copying Form G, on page 84. The completed suggestion form should be sent to the OAPSE 129 President. All forms must be signed. Names will be kept confidential by the OAPSE 129 President.

The OAPSE 129 President will:

1. Number the form
2. Copy the form
3. Forward the top section to the Incentive Committee
4. Send confirmation of receipt to the employee

The Incentive Committee will evaluate the suggestions or concerns and take appropriate action.

The Incentive Committee will be comprised of the OAPSE 129 President and several administrators. This committee will meet as needed to discuss all suggestions or concerns submitted. Remember, the committee will not see the employee's name on the suggestion form, only the OAPSE President will know who submitted the idea.

All proposals shall be submitted to the CSSP committee for review and forwarded to the Director of Human Resources for consideration and approval. (Form G, pg. 84)

The program will continue in operation as long as funds are available.

### 14.6 Student Health Issues

To the extent provided under law (O.R.C. 3313.713), employees acting in good faith and within the course and scope of their employment relative to health-related issues pertaining to students, will be immune from suit and/or liability and provided a legal defense and indemnification by the Board relative to any legal action for injury.

### 14.7 Drug/Alcohol Free Workplace

The Lakewood Board of Education is committed to a drug/alcohol-free workplace. It will enforce a policy requiring all employees to refrain from the use, distribution, or possession of illicit drugs or alcohol while on school premises or while working with students under the direction of the Lakewood Board of Education. Employees who fail to comply with this policy may be subject to discipline and/or termination.

The initial disciplinary action may be the completion of an appropriate awareness and/or rehabilitation program approved by the Board as determined by the Superintendent with input from the Chemical Dependency Coordinator and the OAPSE President. Subsequent offenses may result in further discipline and/or termination in accordance with the ORC and/or the provisions of this agreement.

Any employee convicted of an offense under a criminal drug statute (for a violation occurring in the workplace) must notify the employer of the conviction no later than five (5) working days after such conviction. Failure to do so may result in discipline and/or termination.

To ensure that all employees are aware of this policy, the Board shall provide a drug/alcohol-free workplace educational in-service jointly sponsored by the administration, the OAPSE 129 association, and other bargaining unit representatives. New employees will be informed of this policy before signing a contract.

The Board will provide information about intervention and rehabilitation programs on an on-going basis.

#### 14.8 Non Smoking Policy (Board Policy)

Effective February 1, 1994, every building, Board owned vehicles, all school grounds, and adjacent sidewalks and tree lawns of any school property in the Lakewood School District shall be completely smoke and tobacco free at all times. Any violation of this Article shall subject the offending employee to appropriate disciplinary procedures not to exceed a written warning prior to May 1, 1994, as contained in Article 12 of the Master Agreement. After May 1, 1994, Article 12 is in full force and effect.

The Board will, on a one (1) time basis, contribute 50% of the cost, up to a maximum of \$200 per person for member attendance at smoking cessation programs. In addition, the Board and Association will cooperate in attempting to arrange provision of such programs within the District free of charge.

#### 14.9 School Calendar

The school calendar affects students, professionals, and the community. Therefore, the school calendar shall be prepared by the administration in consultation with OAPSE, parent representatives, and other bargaining units. In the event a change in the calendar is necessary due to the financial situation or other conditions, the above named representatives shall be consulted before the calendar would be revised.

#### 14.10 Forms

The Union and Board shall meet to discuss any revisions or additions to forms referred to in this contract.

#### 14.11 Relocation

- A. When an employee has to relocate in the District due to construction and/or renovation, and that employee signs the form (Form O, pg. 92) and agrees to pack the materials to be moved, that employee shall receive one (1) additional day of essential business leave in the following school year for each time s/he packs due to relocation. If the relocation occurs in the first year of Phase III of the Facility Master Plan, the additional day of essential business leave can be taken in either of the next two (2) school years.
1. If the additional day of essential business leave is not used in the appropriate school year, that day shall be added to the employee's accumulated sick leave.
  2. This additional day of essential business leave can be used for any reason, including vacation, entertainment or recreation reasons, without having to pay for a substitute employee. However, this additional day of essential business leave cannot be used before or after a vacation (i.e., Thanksgiving, Winter Vacation, Martin Luther King Day, NEOEA Day, Presidents' Day, Spring Vacation, Memorial Day, Labor Day) or the students' first/last day of school.
    - a. This essential business leave day cannot be used on either a Monday or a Friday during the months of April, May, or June.
    - b. If this essential business leave day is to be used on either a Monday or Friday in the months of August through March, use of this day during those months necessitates application and approval in advance (Form P, pg. 93) because the maximum number of employees who can use it on those Mondays or Fridays is limited to three (3) on each of those days on a first-come, first-served basis.
  3. Prior to using this essential business leave day, the employee will notify the Building Principal that s/he will be absent for reasons of essential business leave and will follow the established procedures for securing a substitute. However, in cases of emergency as outlined in Section 8.2A, approval for this essential business leave day may be granted after the absence.
- B. Any employee who participates in packing materials who is not in active pay status (e.g., retirement, resignation, approved leave) the entire school year following his/her packing materials shall have one (1) day of sick leave added to his/her accumulated sick leave. If the relocation occurs in the first year of Phase III of the Facility Master Plan, and the additional day of essential business leave is not taken in either of the next two (2) school years, one day of sick leave shall be added to his/her accumulated sick leave.

**Classified Office Personnel and Educational Assistants/Attendants**

0% Increase

Effective September 1, 2010 through August 31, 2014

Length of Service	Educ. Asst/Attd Clerk-Typist	Library Media/Technology Asst	Secretary II	Secretary I	Educational Interpreter/Aide
1 (9)	\$17,808	\$17,953	\$0	\$20,168	\$28,817
1 (10)	\$19,138	NA	\$21,134	\$21,680	NA
1 (12)	\$24,484	NA	\$26,373	\$27,734	NA
2 (9)	\$18,550	\$18,699	\$0	\$21,086	\$29,685
2 (10)	\$19,941	NA	\$22,115	\$22,668	NA
2 (12)	\$25,504	NA	\$27,588	\$28,995	NA
3 (9)	\$19,289	\$19,444	\$0	\$22,003	\$30,326
3 (10)	\$20,736	NA	\$23,093	\$23,653	NA
3 (12)	\$26,525	NA	\$28,801	\$30,257	NA
4 (9)	\$20,029	\$20,189	\$0	\$22,956	\$30,980
4 (10)	\$21,532	NA	\$24,113	\$24,679	NA
4 (12)	\$27,538	NA	\$30,017	\$31,564	NA
5 (9)	\$20,801	\$20,973	\$0	\$23,871	\$31,650
5 (10)	\$22,362	NA	\$25,094	\$25,662	NA
5 (12)	\$28,604	NA	\$31,278	\$32,822	NA
6 (9)	\$21,542	\$21,714	\$0	\$24,787	\$32,333
6 (10)	\$23,161	NA	\$26,068	\$26,650	NA
6 (12)	\$29,624	NA	\$32,489	\$34,083	NA
7 (9)	\$22,884	\$23,068	\$0	\$26,267	\$33,031
7 (10)	\$24,602	NA	\$27,653	\$28,240	NA
7 (12)	\$31,467	NA	\$34,495	\$36,120	NA
8 (9)	\$24,009	\$24,204	\$0	\$27,575	\$33,745
8 (10)	\$25,813	NA	\$29,044	\$29,643	NA
8 (12)	\$33,018	NA	\$36,221	\$37,916	NA
9 (9)	\$25,210	\$25,415	\$0	\$29,019	\$34,474
9 (10)	\$27,101	NA	\$30,591	\$31,197	NA
9 (12)	\$34,666	NA	\$38,092	\$39,904	NA
10 (9)	\$26,108	\$26,317	\$0	\$30,113	\$35,219
10 (10)	\$28,068	NA	\$32,172	\$32,370	NA
10 (12)	\$35,900	NA	\$40,098	\$41,405	NA
11 (9)	\$27,453	\$27,674	\$0	\$31,685	\$35,979
11 (10)	\$29,512	NA	\$33,834	\$34,061	NA
11 (12)	\$37,745	NA	\$42,208	\$43,566	NA

Note - Educational Interpreter/Aide with temporary license will be paid \$13.93 per hour.

**Classified Office Personnel and Educational Assistants/Attendants  
HOURLY 0% Increase**

**Effective September 1, 2010 through August 31, 2014**

<b>Length of Service</b>	<b>Educ. Asst/Attd Clerk-Typist</b>	<b>Library Media/Technology Asst.</b>	<b>Secretary II</b>	<b>Secretary I</b>	<b>Educational Interpreter/Aide</b>
1 (9)	\$12.50	\$12.60	NA	\$14.15	\$20.22
1 (10)	\$12.57	NA	\$13.88	\$14.24	NA
1 (12)	\$12.98	NA	\$13.98	\$14.70	NA
2 (9)	\$13.02	\$13.12	NA	\$14.80	\$20.83
2 (10)	\$13.10	NA	\$14.53	\$14.89	NA
2 (12)	\$13.52	NA	\$14.62	\$15.37	NA
3 (9)	\$13.54	\$13.64	NA	\$15.44	\$21.28
3 (10)	\$13.62	NA	\$15.17	\$15.54	NA
3 (12)	\$14.06	NA	\$15.27	\$16.04	NA
4 (9)	\$14.06	\$14.17	NA	\$16.11	\$21.74
4 (10)	\$14.14	NA	\$15.84	\$16.21	NA
4 (12)	\$14.60	NA	\$15.91	\$16.73	NA
5 (9)	\$14.60	\$14.72	NA	\$16.75	\$22.21
5 (10)	\$14.69	NA	\$16.48	\$16.86	NA
5 (12)	\$15.16	NA	\$16.58	\$17.40	NA
6 (9)	\$15.12	\$15.24	NA	\$17.39	\$22.69
6 (10)	\$15.21	NA	\$17.12	\$17.50	NA
6 (12)	\$15.70	NA	\$17.22	\$18.07	NA
7 (9)	\$16.06	\$16.19	NA	\$18.43	\$23.18
7 (10)	\$16.16	NA	\$18.16	\$18.55	NA
7 (12)	\$16.68	NA	\$18.29	\$19.15	NA
8 (9)	\$16.85	\$16.99	NA	\$19.35	\$23.68
8 (10)	\$16.95	NA	\$19.08	\$19.47	NA
8 (12)	\$17.50	NA	\$19.20	\$20.10	NA
9 (9)	\$17.69	\$17.84	NA	\$20.36	\$24.19
9 (10)	\$17.80	NA	\$20.09	\$20.49	NA
9 (12)	\$18.38	NA	\$20.19	\$21.15	NA
10 (9)	\$18.32	\$18.47	NA	\$21.13	\$24.72
10 (10)	\$18.44	NA	\$21.13	\$21.26	NA
10 (12)	\$19.03	NA	\$21.26	\$21.95	NA
11 (9)	\$19.27	\$19.42	NA	\$22.24	\$25.25
11 (10)	\$19.38	NA	\$22.22	\$22.37	NA
11 (12)	\$20.01	NA	\$22.37	\$23.09	NA

Note - Educational Interpreter/Aide with temporary license will be paid \$13.93 per hour.

## LAKEWOOD CITY SCHOOLS

0% Increase

## Special Classified Personnel Salary Schedule Effective September 1, 2010 through August 31, 2014

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Bookroom Manager	\$31,799	\$32,898	\$33,997	\$35,090	\$36,191	\$37,287	\$38,384	\$39,519	\$40,686	\$41,891	\$43,131
Printer Manager	\$31,799	\$32,898	\$34,218	\$35,532	\$36,845	\$38,160	\$39,477	\$40,836	\$42,243	\$43,696	\$45,192
Dropout Prev. Agent**	\$30,923	\$31,992	\$33,275	\$34,553	\$35,831	\$37,110	\$38,390	\$39,713	\$41,081	\$42,493	\$43,948
TV/Computer Tech.	\$35,945	\$37,188	\$38,431	\$39,669	\$40,914	\$42,147	\$43,392	\$44,675	\$46,052	\$47,357	\$48,698
AV Technician	\$31,799	\$32,898	\$33,997	\$35,090	\$36,191	\$37,287	\$38,384	\$39,519	\$40,686	\$41,891	\$43,131
Data Processing Tech.	\$31,799	\$32,898	\$33,997	\$35,090	\$36,191	\$37,287	\$38,384	\$39,519	\$40,686	\$41,891	\$43,131
Catalogue Technician	\$25,148	\$26,270	\$27,393	\$28,513	\$29,636	\$30,762	\$31,874	\$33,036	\$34,237	\$35,478	\$36,763
Media Tech./Order	\$26,757	\$28,074	\$29,392	\$30,705	\$32,021	\$33,339	\$34,653	\$36,020	\$37,441	\$38,921	\$40,457
Network Specialist	\$44,595	\$45,799	\$47,004	\$48,208	\$49,412	\$50,618	\$51,822	\$53,029	\$54,228	\$55,436	\$56,664

\*\*Denotes 200 day contract position

### Lakewood City School District Classified Application for Absence/Request for Leave

**Instructions:** This form is used to record all employee absences. Submit the form to your immediate supervisor for approval. Please refer to the appropriate sections of the contract for explanation of leaves. If reimbursement is needed for scheduled absence you must fill out the Scheduled Absence and Expense Report on the back. One form per absence unless days are consecutive. Unpaid leaves of any kind must be requested in advance in writing to the Director of Human Resources.

**Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Building:** \_\_\_\_\_ **Assignment:** \_\_\_\_\_

**Dates of Absence/Leave:** \_\_\_\_\_ **Total days absent** \_\_\_\_\_  
(Whole plus any 1/4 day or 1/2 increments)

**This form must be submitted within two (2) days following return to work.**

**Paid Leaves**

- \_\_\_\_\_ **A. Personal illness or injury: Physician consulted? Yes \_\_\_\_\_ No \_\_\_\_\_**  
**Date Consulted:** \_\_\_\_\_ **Name of Physician** \_\_\_\_\_
- \_\_\_\_\_ **B. Illness or injury in immediate family whose relationship to me is:** \_\_\_\_\_
- \_\_\_\_\_ **C. Family death**  
\_\_\_\_\_ **Immediate family whose relationship to me is** \_\_\_\_\_  
\_\_\_\_\_ **Other person whose relationship to me is** \_\_\_\_\_
- \_\_\_\_\_ **D. Jury Duty/ Court Duty (attach copy of summons/subpoena)**
- \_\_\_\_\_ **E. Assault Leave**
- \_\_\_\_\_ **F. Vacation (12 Month employees only)**
- \_\_\_\_\_ **G. Scheduled Absence (Fill out Scheduled Absence and Expense Report on back for expenses.)**
- \_\_\_\_\_ **H. Essential Business**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Building/Department Administrator**

\_\_\_\_\_  
**Approved Yes - No**  
(Circle one)

\_\_\_\_\_  
**Date**

If building/department administrator does not approve this application, employee has the right to appeal decision to the Director of Human Resources

## Lakewood City School District Classified Scheduled Absence and Expense Report

**Directions:** An estimate of the expenses on this form must be submitted to the applicant's supervisor not less than two weeks before the date of the event. After approval, your immediate supervisor will initiate a purchase order. Resubmit this form within two weeks of this event/activity with the actual costs column completed and with your receipts attached for reimbursement.

**Name:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Building:** \_\_\_\_\_ **Position/Job Title:** \_\_\_\_\_

**Type of Meeting:** \_\_\_\_\_

**Meeting Dates: From** \_\_\_\_\_ **to** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Substitute Needed: Yes** \_\_\_\_\_ **Number of days** \_\_\_\_\_ **No** \_\_\_\_\_

Expense Description	Estimated Cost	Prepaid (Yes or No)	Actual Cost (Attach receipts after event.)
<b>Total mileage Miles x IRS rate</b>			
<b>Registration</b>			
<b>Parking and tolls</b>			
<b>Auto rental</b>			
<b>Cab-bus fare</b>			
<b>Air-rail fare</b>			
<b>Lodging</b>			
<b>Food</b>			
<b>Other</b>			
	<b>Total</b>		<b>Total</b>

Requisition No.	Account Number Charge to: Xref Fnd Func Obj SCC Sub OU	Amount Approved

**Signature of Applicant:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Building/Dept. Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Budget Source

**FOR OFFICE USE ONLY**

Original Returned	Computer Entered	Sent to Accounting

**For All Leaves Except Unpaid and Scheduled Absence:**

Employee  
to  
Immediate Supervisor  
to  
Payroll

**For Scheduled Absence – No Reimbursement Requested:**

Employee  
to  
Immediate Supervisor  
to  
Employee

**For Scheduled Absence – Reimbursement Requested:**

Employee  
to  
Immediate Supervisor  
to  
Treasurer's office (budget source)  
to  
Employee

**Following Scheduled Absence:**

Employee  
to  
Immediate Supervisor  
to  
Treasurer's office for payment

**GUIDELINES FOR EXPENSE REIMBURSEMENT**

These costs must reflect your "out-of-pocket" expenses. For example, if the registration is prepaid by the Board of Education, DO NOT include it with your request for reimbursement. Approved expenses will be reimbursed according to administrative guidelines in effect at the time of the in-service activity. Copies of receipts/checks are not acceptable. The ORIGINAL must accompany the expense voucher. It is understood that cancelled checks may not be available within the two weeks time period.

**A. TRAVEL**

- Maximum reimbursement is \$300.00
- Mileage will be paid at the IRS rate/mile, measured from Lakewood.
- Receipts are necessary for parking, tolls, taxi, etc.
- Only actual gasoline costs reimbursed if a Board vehicle is used.

**B. LODGING AND MEALS**

- Individual, original receipts are required for all expenses - hotel/motel bills must indicate payment has been made, not a balance due.
- Lodging amount may include room tax, but not phone calls, valet service, movies, etc., single rate only (IF ROOM WAS SHARED, PLEASE NOTE WITH WHOM: SPOUSE, OTHER LAKEWOOD EMPLOYEE, OR TEACHER FROM ANOTHER DISTRICT).
- No meal reimbursement will be made for local meeting when the day is not significantly extended, unless it is included in the registration cost.
- \$40.00 per day allowance for meals (tip and alcoholic beverages not included).

**C. REGISTRATION**

- Individual receipts are required.
- Generally, non-members of a professional organization will be reimbursed at "member rate."
- No reimbursement for meeting events which are primarily social events or general interest tour or activities.



**EVALUATION  
LAKEWOOD CITY SCHOOLS  
CLASSIFIED EVALUATION**

FORM C

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Date: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_ 30 day      \_\_\_\_\_ 60 day      \_\_\_\_\_ 90 day      \_\_\_\_\_ Regular Evaluation

Check appropriate items below:

Interpersonal Skills \*

- \_\_\_ Works exceptionally well with others
- \_\_\_ Works well with others
- \_\_\_ Gets along satisfactorily
- \_\_\_ Has some difficulty working with others
- \_\_\_ Has difficulty working with others

Attitude-Application to Work \*

- \_\_\_ Very interested and industrious
- \_\_\_ Above average diligence
- \_\_\_ Average in diligence and interest
- \_\_\_ Somewhat indifferent
- \_\_\_ Indifferent

Judgment \*

- \_\_\_ Above average in making decisions
- \_\_\_ Average in making decisions
- \_\_\_ Below average in making decisions

Dependability \*

- \_\_\_ Completely dependable
- \_\_\_ Above average dependable
- \_\_\_ Usually dependable
- \_\_\_ Below average dependability

Skills/Overall Performance \*

- \_\_\_ Excellent
- \_\_\_ Very good
- \_\_\_ Average
- \_\_\_ Marginal

Quality of Work \*

- \_\_\_ Excellent
- \_\_\_ Very good
- \_\_\_ Average
- \_\_\_ Below average

Attendance and Punctuality \*

- \_\_\_ Regular
- \_\_\_ Irregular
- \_\_\_ Days absent
- \_\_\_ Days late

\* Summary required for each section;  
use additional sheet

Principal/Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Employee \_\_\_\_\_

Date \_\_\_\_\_

Signing is merely acknowledgement of having seen the above. It does not indicate agreement or disagreement.  
Employee response section; see back of form.

Rev. 4/08

**Employee Self Reflection (Required):**

**Opportunity to indicate job-related growth and development.**

**Employee Response Section (if employee so desires):**

TARGET IMPROVEMENT

LAKWOOD CITY SCHOOLS  
PLAN FOR IMPROVEMENT FORM

Employee's Name \_\_\_\_\_

Position \_\_\_\_\_

Supervisor's Name \_\_\_\_\_

Date \_\_\_\_\_

I. Specific Recommendations Regarding Improvements Needed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Means by Which the Employee May Obtain Assistance in Making Such Improvements

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

Date

\_\_\_\_\_  
Employee's Signature

Date

(Additional pages may be used as desired)

Rev.4/08

**PROFESSIONAL DEVELOPMENT FORM**  
(Submit One Form Per Activity)

NAME \_\_\_\_\_  
Last First MI

DATE \_\_\_\_\_

Building(s) \_\_\_\_\_ Job Assignment(s) \_\_\_\_\_

**Professional Growth (applies for salary increase)**

- Preapproval
- Completion\*

**\*Documentation Needed as Proof for Completion of Professional Growth (submit with form)**

\_\_\_\_\_ College Credit      \_\_\_\_\_ Seminar      \_\_\_\_\_ In-service  
 \_\_\_\_\_ Workshop      \_\_\_\_\_ Clock Hours

**Beginning and Ending Dates of Activity** \_\_\_\_\_

**Provider of Activity** \_\_\_\_\_ **Time of Activity** \_\_\_\_\_ **Course #** \_\_\_\_\_

**Title of Activity** \_\_\_\_\_

**Purpose of Activity** \_\_\_\_\_

**One (1) quarter hour = 2.24 CEU's**  
**One (1) semester hour = 3 CEU's**  
**Ten (10) clock hours = 1 CEU**

**(Activity must be taken outside of the regular workday in order to qualify for salary increase.)**

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Professional Growth Committee Member's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Applicant to retain a copy. All other copies sent to Human Resources. After approval or denial ,one copy returned to Applicant.

LAKWOOD CITY SCHOOLS

STAFF DEVELOPMENT REPORTING FORM

**THIS FORM IS TO BE COMPLETED BY CLASS/COURSE INSTRUCTOR**

TO WHOM IT MAY CONCERN:

This is to verify that \_\_\_\_\_ has successfully completed one of the following:

(Select only one category)

\_\_\_\_\_ Semester hours of credit

\_\_\_\_\_ Quarter hours of credit

\_\_\_\_\_ Continuing education credit (CEU)

\_\_\_\_\_ Clock hours (the actual hours of class attendance) Deduct for any absences.

Course/Seminar Name: \_\_\_\_\_

Sponsored by: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_  
Instructor Signature

Date \_\_\_\_\_

**LAKWOOD CITY SCHOOLS**  
**CLASSIFIED SUGGESTION FORM**

My suggestion/concern is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For OAPSE 129 President use only – Number \_\_\_\_\_

-----

Number \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

School/Building \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Department \_\_\_\_\_

Send this completed form to the OAPSE 129 President, who will remove this section with your name on it and forward only the suggestion to the Incentive Committee for processing. You will receive a note confirming the receipt of your suggestion from the OAPSE 129 President.

-----

Dear \_\_\_\_\_

Your suggestion/concern was received by \_\_\_\_\_, and was forwarded to the Incentive Committee without your name attached, on \_\_\_\_\_.

(date)

Step 1 – yellow  
Step 2 - pink  
Step 3 - blue

Form H

**LAKWOOD CITY SCHOOLS  
OAPSE LOCAL #129  
INITIATION OF GRIEVANCE**

Date Grievance Occurred \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building/Department \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Informal Meeting \_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Grievance involves the following section(s) of the Agreement: \_\_\_\_\_

RELIEF REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**RESULTS OF CONFERENCE**

From: \_\_\_\_\_ Date: \_\_\_\_\_

To: \_\_\_\_\_ Date Conference Held: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

U.S. Department of Labor

Bureau of Labor Statistics  
Supplementary Record of  
Occupational Injuries and Illnesses

This form is required by Public Law 91-506 and must be kept in the establishment for 5 years. Failure to maintain can result in the issuance of citations and assessment of penalties.

Case or File No.

Form Approved  
O.M.B. No. 1220 0029

**Employer**

1. Name

2. Mail address (No. and street, city or town, State, and zip code)

3. Location, if different from mail address

**Injured or Ill Employee**

4. Name (First, middle, and last)

Social Security No.

5. Home Address (No. and street, city or town, State, and zip code)

6. Age

7. Sex: (Check one)

Male  Female

8. Occupation (Enter regular job title, not the specific activity he was performing at time of injury.)

9. Department (Enter name of department or division in which the injured person is regularly employed, even though he may have been temporarily working in another department at the time of injury.)

**The Accident or Exposure to Occupational Illness**

If accident or exposure occurred on employer's premises, give address of plant or establishment in which it occurred. Do not indicate department or division within the plant or establishment. If accident occurred outside employer's premises at an identifiable address, give that address. If it occurred on a public highway or at any other place which cannot be identified by number and street, please provide place references locating the place of injury as accurately as possible.

10. Place of accident or exposure (No. and street, city or town, State, and zip code)

11. Was place of accident or exposure on employer's premises?

Yes  No

12. What was the employee doing when injured? (Be specific. If he was using tools or equipment or handling material, name them and tell what he was doing with them.)

13. How did the accident occur? (Describe fully the events which resulted in the injury or occupational illness. Tell what happened. Name any objects or substances involved and tell how they were involved. Give full details on all factors which led or contributed to the accident. Use separate sheet for additional space.)

**Occupational Injury or Occupational Illness**

14. Describe the injury or illness in detail and indicate the part of body affected. (E.g., amputation of right index finger at second joint; fracture of ribs; lead poisoning; dermatitis of left hand, etc.)

15. Name the object or substance which directly injured the employee. (For example, the machine or thing he struck against or which struck him; the vapor or poison he inhaled or swallowed; the chemical or radiation which irritated his skin; or in cases of strains, hernias, etc., the thing he was lifting, pulling, etc.)

16. Date of injury or initial diagnosis of occupational illness

17. Did employee die? (Check one)

Yes  No

**Other**

18. Name and address of physician

19. If hospitalized, name and address of hospital

Date of Report

Prepared by

Official position

**LAKWOOD CITY SCHOOLS**

**APPLICATION TO USE SICK LEAVE POOL**

I, \_\_\_\_\_ wish to apply for \_\_\_\_\_ days of sick leave from the Lakewood Schools Sick Leave Pool.

I will need days from the sick leave pool because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that any sick leave that accumulates during my absence will be deducted before days from the pool will be used.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This form must be forwarded to the Human Resources Department and the Director of Human Resources will review the application with the OAPSE 129 President.

**(Application forms will remain confidential. Please send directly to the Department of Human Resources in an envelope marked "confidential.")**

**LAKESWOOD CITY SCHOOLS**

**SICK LEAVE DONATION**

I, \_\_\_\_\_ wish to donate \_\_\_\_\_ day(s) of sick leave to the Lakewood City Schools Classified Sick Leave Pool. (Maximum is eight (8) days per year.)

I understand that I will be notified of the deduction when it is made.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This form should be sent directly to the Bargaining Unit President who will forward needed days in the order received.

Once an employee donates sick leave and the leave is forwarded to the Board through the Union President (using the sick leave donation Form L, pg. 93) the sick leave donation is irrevocable. The sick leave donation will remain in the Classified Sick Leave Pool indefinitely, until such time as it is needed by a qualifying Bargaining Unit member.

-----  
**NOTIFICATION OF USE OF SICK LEAVE DONATION**

\_\_\_\_\_  
Donating Employee's Name

The \_\_\_\_\_ sick leave day(s) that you donated has (have) been used. Thank you very much for your concern for your colleague in need.

\_\_\_\_\_  
Signature of OAPSE 129 President

\_\_\_\_\_  
Date

**LAKWOOD CITY SCHOOLS  
APPROVAL AND USE OF COMPENSATORY TIME**

**Prior approval by appropriate supervisor/designee is required.**

Employee Name: \_\_\_\_\_ School/ Building: \_\_\_\_\_

Date Worked: \_\_\_\_\_ From/To: \_\_\_\_\_

Hours worked: \_\_\_\_\_ x 1.5 = \_\_\_\_\_  
Compensatory time

Reason for Compensatory Time: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Appropriate supervisor/designee

**Compensatory time must be used within 90 calendar days after overtime is worked.** After the 90-day period, it converts to pay at 1.5 times the hourly rate.

Beginning Balance of Hours: \_\_\_\_\_

Date	Hours used	Balance Remaining	Approved:

After compensatory time has been used, this completed and signed form is to be forwarded to the Payroll Department, Supervisor, OAPSE 129 President, and Employee for record-keeping purposes.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Appropriate Supervisor/ Designee \_\_\_\_\_ Date: \_\_\_\_\_

# Lakewood Board of Education

## Request for Temporary Job Classification Pay

ABSENT EMPLOYEE \_\_\_\_\_ SUBSTITUTE \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_  
(PLEASE BE SPECIFIC – I.E. SECRETARY II) (PLEASE BE SPECIFIC – I.E. SECRETARY II)

DATE(S) OF SUBSTITUTION \_\_\_\_\_ HOURS PER DAY \_\_\_\_\_

REASON FOR SUBSTITUTION \_\_\_\_\_

DATE \_\_\_\_\_

APPROVAL \_\_\_\_\_

Supervisor's Signature

Copy to: Payroll Department

LAKWOOD CITY SCHOOL DISTRICT

OAPSE 129  
PROGRESSIVE DISCIPLINE - VERBAL REPRIMAND RECORD

STEP I

On \_\_\_\_\_ I verbally reprimanded \_\_\_\_\_  
(employee's name)

at \_\_\_\_\_ regarding the following concern (problem):  
(name of school)

\_\_\_\_\_  
Principal's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
OAPSE 129 President's Signature  
(if applicable)

Date \_\_\_\_\_

The employee's signature is merely acknowledgement that a reprimand was given. It does not indicate agreement or disagreement. This form shall not be placed in the employee's personnel file and will be destroyed after (2) two years.

## Packing Commitment Form

Employee Name: \_\_\_\_\_  
(Please Print)

School/Department: \_\_\_\_\_

***This form must be completed and returned to the building administrator by \_\_\_\_\_.  
Choose one of the following:***

\_\_\_\_\_ The District packed my workspace.

\_\_\_\_\_ I packed my entire workspace in exchange for one relocation essential business leave day to be taken during the 20\_\_ - 20\_\_ school year.

\_\_\_\_\_ I have packed my entire workspace, but I plan to retire or resign at the end of the 20\_\_ - 20\_\_ school year. The essential business day shall be added to the employee's total sick leave accumulation pursuant to Section 14.12 of the negotiated agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Completed

Note: After packing is confirmed, the building administrator is to forward the original to Human Resources

\_\_\_\_\_  
Signature of Building Administrator

\_\_\_\_\_  
Date of Confirmation

## Application for Relocation Essential Business Leave Form

Employee Name: \_\_\_\_\_

School/Department: \_\_\_\_\_

Requested Relocation Essential Business Leave Date: \_\_\_\_\_ Day: \_\_\_\_\_

Note: The Relocation Essential Business Leave Day follows the procedures as outlined in Section 14.12 of the Agreement. These days may not be taken on Mondays or Fridays during the months of April, May, or June. No more than three (3) relocation essential business leave days will be approved for Mondays and Fridays in August through March. These days must be preapproved and will be granted on a first-come, first-served basis as received at the Department of Human Resources.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Completed

**To be completed by the Department of Human Resources  
and a copy sent to the employee and immediate supervisor.**

Approved: \_\_\_\_\_  
Director of Human Resources

Not Approved: \_\_\_\_\_  
Date

**Overtime Authorization and Report**

**Prior approval by appropriate supervisor/designee is required**

Employee Name: \_\_\_\_\_

Employee ID Number: \_\_\_\_\_

School/Building: \_\_\_\_\_

Reason/Need for Overtime: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Anticipated Hours Needed: \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Appropriate Supervisor/designee signature: \_\_\_\_\_

**Log of Time Worked:**

<b>Date</b>	<b>Start Time (am/pm)</b>	<b>End Time (am/pm)</b>	<b>Amt of Time Worked</b>	<b>Approved:</b>

Total Hours: \_\_\_\_\_

This completed and signed form is to be submitted with regular bi-weekly payroll.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Appropriate Supervisor/designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copies to: Payroll, Supervisor, OAPSE 129 President, Employee.

Rev 4/08

**LAKWOOD CITY SCHOOL DISTRICT  
Human Resources Department**

**EMPLOYMENT PREFERENCE FOR SCHOOL YEAR \_\_\_\_\_**

**OAPSE 129 Personnel**

The information is for the confidential use of the Department of Human Resources. A copy will be sent to the OAPSE 129 President.

Please return the form to the Director of Human Resources.

\_\_\_ I wish to be re-appointed and to retain my same position with the Lakewood City Schools during the 20\_\_\_-20\_\_\_ school year.

\_\_\_ I wish to be re-appointed, but I would like a change of building. My preference is detailed on the back of this sheet.

\_\_\_ I wish to be re-appointed, but I would like a change of assignment. My preference is

\_\_\_\_\_

\_\_\_ I am planning to retire at the end of the school year under the provisions of the Ohio School Employees Retirement System and do not wish to be considered for re-appointment.

\_\_\_ I am planning to resign from my Lakewood City Schools' position effective \_\_\_\_\_ and do not wish to be considered for re-appointment. I will submit my letter of resignation to the Director of Human Resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
School or Department

Date \_\_\_\_\_

I wish to be re-appointed, but I would like a change of building. I would like to be considered for the schools listed below, in the order of preference listed.

ELEMENTARY SCHOOLS

MIDDLE SCHOOLS

HIGH SCHOOL

\_\_\_ Emerson

\_\_\_ Horace Mann

\_\_\_ Garfield

\_\_\_ Lakewood High School

\_\_\_ Grant

\_\_\_ Lincoln

\_\_\_ Harding

\_\_\_ Lakewood City Academy

\_\_\_ Harrison

\_\_\_ Roosevelt

\_\_\_ Hayes

\_\_\_ Central Office

\_\_\_ Other \_\_\_\_\_

If you desire, please give a brief explanation for your request.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 9, 10, 11-month employees check here if you are interested in substituting over the summer. Please list the positions for which you wish to substitute

\_\_\_\_\_

Please provide personal e-mail address if you wish notification of vacancies by home e-mail in addition to District e-mail: \_\_\_\_\_

Home e-mail address

\_\_\_\_\_ Initial here if you do not wish notification of vacancies by automated telephone caller system.

Telephone numbers used for automated telephone calls will be the number the employee has provided to the District for Alert Now.

If you wish to be called at an alternate phone number, please indicate number here:

\_\_\_\_\_

Effective Date: August 1, 2008

Rev. 4/08

## **CONSENSUS STATEMENTS**

### **Professional Development: Role of the Paraprofessional**

To support the quality of professional development for OAPSE 129 members, the administration will survey Bargaining Unit membership for professional development interests and skill needs. Training models should be utilized that are innovative and engaging. Administration is encouraged to use current staff for professional development. Every effort will be made to provide release time for professional development.

Administration will communicate to teachers the role of the paraprofessional in the classroom. This information will be shared with new teachers during their orientation training.

In the evaluation of specialized OAPSE 129 members, every effort will be made to secure evaluators that are competent in that specialty area.

### **Employee Training**

Programs will be developed to provide new employees on-going opportunities for growth and support within the Lakewood Schools community. The administration and the union will collaborate to provide periodic new-hire orientations and employee refresher training to ensure understanding and clarification of district rules and regulations.

To ensure consistency across the district, the administration, with input from OAPSE membership, will develop procedure manuals for all secretaries.

District administration will provide an in-service on a yearly basis to regular education teachers with a paraprofessional, special education teachers, and special education paraprofessionals regarding guidelines/responsibilities for paraprofessionals in the classroom.

When certain performance skills are mandatory for effective job performance, the administration will provide training options that employees can access during the day and/or after work hours.

### **Flexible Scheduling for Paraprofessionals**

A co-facilitated committee, consisting of administration from Student Services and part-time district special education paraprofessionals, will be formed to look into flexible scheduling, which will allow time for collaboration with special education teachers on a regular basis.

## **CONSENSUS STATEMENTS, Continued**

### **Paraprofessional/Teacher Collaboration**

In order to ensure that OAPSE 129 paraprofessional duties are within the federal/state guidelines, the following will occur at all levels:

When a special education teacher schedules an IEP or Manifestation Determination meeting during the school day that will impact paraprofessional duties, action will be taken to secure a substitute for the scheduled time the teacher will be out of the classroom. If no sub can be found, an alternate plan for class coverage will be developed.

Procedures will be developed when the teacher is temporarily not present and implemented at the high school level. These procedures will be developed and signed by a team consisting of special education teachers, paraprofessionals, and building administrators by the first student instruction day.

At the middle school level, a separate space will be created to place students being sent to ISS for non-disciplinary reasons. When ISS is appropriate, the ISS OAPSE 129 member may consult with the administrator on specific day(s) a student will be in ISS.

The Special Education Coordinator will meet with special education staff at all levels to review teacher responsibilities and behavior intervention plans at least once a year.

### **Classified Substitute Program**

In an effort to secure appropriate involvement of OAPSE 129 members in the development of a classified substitute program, the Director of Human Resources and the OAPSE 129 President will co-author an invitation to bargaining unit members to participate in a series of meetings to develop such program. The outcome from these meetings should include suggestions to develop criteria for the substitute folders, criteria for training areas to create priority skill listings, develop a skills task list for key building duties, develop a substitute feedback system with the Human Resources Department, develop a system to evaluate substitutes by District employees, and to provide input into the process to monitor substitute folders.

### **Labor/Management Retreat**

It is suggested and recommended, if economically feasible, that a labor/management retreat takes place prior to each contract negotiations year.

## **CONSENSUS STATEMENTS, Continued**

### **Salary Alignment by Step**

A co-facilitated committee consisting of representatives from 10- and 12-month secretaries, Human Resources, and Payroll will be formed to study the salary step alignment for 10- and 12-month Secretary IIs.

### **Emergency Communication**

Study Hall, before and after school programs, will have a method of immediate communication to contact emergency personnel and/or main office.

## MEMORANDUM OF AGREEMENT

The Lakewood Board of Education and the Ohio Association of Public School Employees Local 129 agree that the following Timely Retirement Incentive Plan (TRIP) will be implemented between the dates of May 1, 2013 and August 1, 2013 if there is a minimum of two (2) eligible participants who retire between May 1, 2013 and August 1, 2013.

- A. To be eligible to participate in the TRIP, each staff member must submit an irrevocable letter of resignation (due to retirement) to the Human Resources Department by 4:00 p.m. on September 30, 2012. This irrevocable letter of resignation (attached) must be submitted by 4:00 p.m. on September 30, 2012, and supersedes any letter of resignation that a staff member may have already tendered.
- B. Each staff member who participates in the TRIP shall receive sixty percent (60%) of his/her salary as determined by his/her actual placement on the negotiated salary schedule, along with any applicable longevity stipend and/or professional development compensation if the staff member retires between May 1, 2013 and August 1, 2013. The pay for these TRIP calculations does not include extended days/time, overtime, or any ECES contract salaries.
- C. Payment to the staff member, including severance pay (i.e., cash payment for sick leave credit) and accumulated but unused vacation days (if applicable), shall be made in five (5) equal installments and shall be made in accordance with the 403(b) Plan outlined in Section 6.17 of the Agreement. The first installment shall coincide with the Lakewood employees' first paycheck in January, the first January after the staff member's retirement. Each of the other installments shall coincide with the Lakewood employees' first paycheck in January in each of the four (4) successive calendar years.
- D. In the case of the staff member's death, TRIP and severance payments shall be made to the staff member's spouse or estate in the manner provided by law using the above schedule.
- E. To be eligible for the TRIP the staff member must:
  - 1. Be eligible for SERS retirement with thirty (30) years of service credit, or age fifty-five (55) with at least twenty-five (25) years of service credit, or age sixty (60) with at least five (5) years of service credit.
  - 2. Have ten (10) or more years of service as a staff member in the Lakewood City School District.
  - 3. Submit an irrevocable letter of resignation (due to retirement) to the Human Resources Department no later than 4:00 p.m. on September 30, 2012.
  - 4. The following conditions will cause a staff member to be ineligible to participate in this TRIP.
    - a. Participation in or election to participate in disability retirement
    - b. Termination or suspension pending termination

- c. Non-renewal
- d. Currently retired or receiving SERS retirement benefits
- e. Failure to submit an irrevocable letter of resignation to the Human Resources Department by 4:00 p.m. on September 30, 2012.

F. If there are not two (2) eligible TRIP participants for the period from May 1, 2013 through August 1, 2013, the TRIP shall not be implemented and any irrevocable letter of resignation (due to retirement) submitted by a staff member to the Human Resources Department requesting TRIP participation shall be returned to the staff member by October 5, 2012. If the TRIP is not implemented and a staff member still wants to resign due to retirement, that staff member needs to submit another letter of resignation to the Human Resources Department.

\_\_\_\_\_  
Betsy Shaughnessy (Date)  
Board President

\_\_\_\_\_  
Tina Endress (Date)  
President, OAPSE 129

\_\_\_\_\_  
Jeff Patterson (Date)  
Superintendent

\_\_\_\_\_  
Richard Berdine (Date)  
Treasurer

**LAKWOOD CITY SCHOOLS**

To: Dr. Deb Cahoon  
Director of Human Resources

Please accept this notification as a formal resignation from my position with the Lakewood City Schools in order to retire under SERS under the terms of the Timely Retirement Incentive Plan (TRIP).

It is understood that this notice of resignation due to retirement, once submitted to the Office of Human Resources, is **IRREVOCABLE**. It is further understood that if there are not two (2) eligible participants in the TRIP for the period from May 1, 2013 through August 1, 2013, the TRIP will not be implemented and this letter of intent to partake in the TRIP will be returned to me by October 5, 2012. It is further understood that if the TRIP is not implemented, and I still want to retire without a TRIP, I need to submit another letter of resignation.

In regards to participation the TRIP, upon receipt and acknowledgement of this notice by the Office of Human Resources, implementation of all terms of the TRIP if there are at least two (2) eligible participants in the TRIP for the period from May 1, 2013 through August 1, 2013, will be effective.

I wish to participate in the Timely Retirement Incentive Plan (TRIP).

My date of resignation due to retirement will be \_\_\_\_\_

Member's Name (print) \_\_\_\_\_

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

**THIS NOTIFICATION MUST BE SUBMITTED TO THE OFFICE OF HUMAN RESOURCES NO LATER THAN 4:00 P.M. ON September 30, 2012.**

Received by the Office of Human Resources on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

by \_\_\_\_\_  
(HR staff name)