

K #29215

09-MED-04-0446
10-MED-03-0247

STATE EMPLOYMENT
RELATIONS BOARD

0935-02

2013 JAN -7 P 3:44

COLLECTIVE BARGAINING AGREEMENT

Between The

LOCKLAND LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

And

**OHIO ASSOCIATION
OF PUBLIC SCHOOL EMPLOYEES/AFSCME/AFL-CIO**

AND ITS LOCAL #295

EFFECTIVE

JULY 1, 2010 THROUGH JUNE 30, 2013

27

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	TERM	1
2	RECOGNITION	1
3	MAINTENANCE OF MEMBERSHIP	1
4	MANAGEMENT RIGHTS	2
5	PROCEDURES FOR CONDUCTING NEGOTIATIONS	3
6	IMPASSE PROCEDURES	4
7	WORKERS' COMPENSATION	4
8	OAPSE RIGHTS	5
9	MILEAGE	5
10	JOB DESCRIPTION	5
11	LEAVE OF ABSENCE WITHOUT PAY	5
12	REDUCTION IN FORCE	6
13	SICK LEAVE	7
14	SEVERANCE PAY UPON RETIREMENT	8
15	PERSONNEL FILE	9
16	GRIEVANCE PROCEDURE	9
17	OAPSE LEAVE	11
18	VACATIONS	11
19	JURY DUTY	12
20	PERSONAL LEAVE	12
21	ASSAULT LEAVE	13
22	MATERNITY LEAVE	15
23	HOLIDAYS	15
24	UNIFORM ALLOWANCE	15
25	PAY PERIODS	16
26	TRANSFERS	16
27	RELEASE TIME FOR MEALS AND BREAKS	16
28	EMPLOYMENT AND TERMINATION OF EMPLOYMENT	16
29	NOTICE OF JOB OPENING	17
30	HOURS WORK AND OVERTIME	17
31	CALAMITY DAY	18
32	EXTRACURRICULAR TRIPS	18
33	MILITARY LEAVE/NAT'L GUARD DUTY/RESERVE LEAVE	19
34	PHYSICAL EXAMINATION	19
35	DISPENSING OF MEDICATION	19
36	LONGEVITY	19

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
37	INSURANCE	20
38	WAGES	20
39	ASSIGNED HOURS	20
40	REIMBURSEMENT OF TUITION	21
41	SUPERVISORS DOING BARGAINING UNIT WORK	21
42	DRUG-FREE WORKPLACE/TOBACCO USE	21
43	COMPLETE AGREEMENT	22
44	MISCELLANEOUS	22
	SALARY SCHEDULE	Exhibit A

ARTICLE 1 - TERM

This contract is effective upon its signing by the parties and it shall end on June 30, 2013.

ARTICLE 2 - RECOGNITION

Section 1 The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all classified employees now employed or to be employed in the hereafter described bargaining unit, for the duration of this Contract.

Section 2 The bargaining unit is defined as all full-time and regularly employed short-hour employees who work in the following positions and classifications which are regularly assigned a work schedule.

- A. Cafeteria
- B. Custodial
- C. Secretarial
- D. Aides
- E. Maintenance
- F. Transportation

The following positions are specifically excluded from the bargaining unit:

- A. All supervisory employees
- B. All confidential employees such as secretaries to the Superintendent, Director of Special Programs, and Treasurer, or Accounting Assistant.

ARTICLE 3 - MAINTENANCE OF MEMBERSHIP

Employees who, upon the effective date of this Agreement (Maintenance of Membership), are members of the Ohio Association of Public School Employees, Local 295, in good standing in accordance with the Constitution and By-Laws of the Union, and those employees who may thereafter become members, shall, as a condition of employment, maintain their membership in the Union by the tender of periodic dues and any fees uniformly required by the Union. Dues deduction authorization shall be continuous once requested for the duration of this agreement except that such authorization may be revoked by the employee, in writing, between June 1 and June 15 of the last month of the expiration date of this contract.

The Board agrees to deduct from the pay of any employee, dues for the Ohio Association of Public School Employees and the Local when so authorized in writing by an employee.

Dues shall be deducted in eighteen (18) equal semi-monthly deductions, beginning with the first pay period of October. Dues deduction authorization must be requested in writing by the employee to the Treasurer of the Board.

Once deducted, all monies shall be forwarded to the State Association with a list of all employees.

The Union shall indemnify, defend, and hold the Board harmless for any claims arising out of the Board deducting and/or forwarding dues monies, P.E.O.P.L.E. fees, or assessments pursuant to this article of the agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union agrees that the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include, but are not limited to the following which may be exercised by the Board without any requirement to negotiate on the exercise of and/or effect on members of the bargaining unit during the term of this contract:

- A. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the School District organization structure.
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means or personnel by which School District operations are to be conducted;
- E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District;
- H. Effectively manage the work force in all aspects;
- I. Take action to carry out the mission of the School District;
- J. Make the rules and regulations by which the students and employees of the Board shall be governed.

ARTICLE 5 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- Section 1** Negotiations Meetings - The Board, or the designated Lockland School employee representative of the Board, will meet with local representatives of the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to four (4) persons each. 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.
- Section 2** Exchange of Information - Prior to and during the period of negotiations or impasse, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- Section 3** Request for Meeting - Upon receipt of a written request for a meeting, either party will have twenty-one (21) calendar days to reply to the request. A meeting date shall be agreed to within twenty-one (21) calendar days of receipt of the reply by the requesting party. A written request to meet pursuant to Section 3 shall be made on or after April 1, of the year the agreement expires.
- Section 4** Submission of Issues - All issues for negotiations shall be submitted in writing by the Board and the Union at the first meeting. No additional issues shall be submitted by either party after the first meeting unless mutually agreed by both parties.
- Section 5** Negotiations Procedures - The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. Meetings shall be scheduled so as to not interfere with the normal work schedule whenever possible. All meeting shall be held in a private, executive session.
- Section 6** Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of thirty (30) minutes within which to caucus in privacy.
- Section 7** Progress 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 requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

Section 8 News Releases - News releases during negotiations and prior to the impasse procedure shall only be by mutual agreement.

Section 9 Item Agreement - As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

Section 10 Agreement - When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted first to the Union for ratification and then to the Board for adoption. Following adoption by the Board, the agreement shall be binding upon both parties according to its effective date and subject to the limitations of law. Said agreement shall be signed by the Board's representatives and by the Union's representatives.

Section 11 Intent to Recommend - Prior to the negotiated agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

ARTICLE 6 - IMPASSE PROCEDURE

In the event an agreement cannot be obtained on all issues being negotiated, either party may declare impasse and request the assistance of a mediator appointed by the Federal Mediation and Conciliation Service.

If mediation does not produce a tentative agreement, at the request of the Board, the Union shall present the Board's final offer to the Union membership for a vote.

This impasse procedure shall supersede and replace the impasse procedures contained in Ohio Revised Code 4117.14.

This does not affect in any ways the Union's right to strike as authorized in Chapter 4117 of the Ohio Revised Code.

ARTICLE 7 - WORKERS' COMPENSATION

All employees covered under this Agreement are protected under the Workers' Compensation Act of Ohio. The Board may require an employee who is granted the right to participate in the Workers' Compensation Fund to use paid sick leave, up to a maximum of fifteen (15) sick leave days for each workers' compensation claim, in lieu of the employee receiving temporary total disability, living maintenance, wage continuation or other substitutes for wages paid by the Bureau of Workers Compensation. Following exhaustion of the sick leave days, the Board

may require the employee to execute a salary continuation agreement.

ARTICLE 8 - OAPSE RIGHTS

- Section 1 Upon request and with the approval of the building principal, the Union may use a portion of the school building at no cost for Union meetings.
- Section 2 A bulletin board in each building and the school mail may be utilized by the Union with the prior approval of the principal or Superintendent
- Section 3 Agendas and Board minutes shall be sent to the Local President immediately prior to a Board meeting.
- Section 4 The Board shall supply the Union with a copy of Board policy. Modifications and changes shall be sent to the Union Local President.
- Section 5 The Board shall send the local President a list of all newly hired employees in bargaining unit positions within thirty (30) days of hire.
- Section 6 The Board shall prepare and provide the local President a seniority list of the bargaining unit not later than the 31st day of October each year.

ARTICLE 9 - MILEAGE

Any employee of the bargaining unit who is required to use his/her personal automobile for Board business at the direction of the Superintendent or his/her designee, shall be reimbursed at the IRS rate in effect as of January 1 of the calendar year during which the miles were driven. Employees shall not be reimbursed for their routine commuting between home and school.

ARTICLE 10 - JOB DESCRIPTIONS

The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this Agreement. The Union shall be furnished a copy of each job classification employees are employed in and any amendments thereto. The Union President will be provided a copy of any proposed changes in a job description at least ten (10) days prior to Board action on the proposed change.

ARTICLE 11 - LEAVE OF ABSENCE WITHOUT PAY

Upon a written request, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. Employees granted such leave shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.

ARTICLE 12 - REDUCTION IN FORCE

If layoff becomes necessary in a job classification due to an abolishment of position, a lack of funds, lack of work, the return of an employee from a leave of absence, the closing of school buildings, changes in school territory, for financial reasons, or for any other permissible reason under Ohio law, the following procedure shall govern such layoff:

- A. The number of people affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.

- B. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of appointment to the present classification.

- C. The following classifications shall be used for the purpose of defining classification in the event of layoff:
 - 1. Cafeteria 4. Aides
 - 2. Custodial 5. Maintenance
 - 3. Secretarial 6. Transportation

- D. The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off.

- E. At least ten (10) working days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications of the employees to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
 - 1. Reasons for the layoff or reduction
 - 2. The effective date of layoff
 - 3. A copy of the layoff and recall provision of this Contract.

- F. For the classification in which layoff occur, the Board shall prepare a reinstatement list and the name of all employees who have been suspended shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.

G. Vacancies which occur in the classification of layoff shall be offered to and accepted within seven (7) days of receipt of notice by the employee standing highest on the layoff list.

Any employee who declines reinstatement or fails to respond within seven (7) days of receipt of notice of recall shall be removed from the reinstatement list.

H. The notice of recall shall be made by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement seven (7) days after postal delivery by certified mail was attempted.

I. The employee's name shall remain on the recall list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

J. During the month of October each year, the Union President shall be provided with a current seniority list of all employees in the bargaining unit by classification. The classification shall be:

- | | |
|----------------|-------------------|
| 1. Cafeteria | 4. Aides |
| 2. Custodial | 5. Maintenance |
| 3. Secretarial | 6. Transportation |

This seniority list will delineate both the system and classification seniority dates of each bargaining unit employee.

K. If two (2) or more employees have identical seniority dates, date of application shall be used in determining order of seniority. If the date of application does not resolve the order of seniority, then seniority shall be determined via a drawing by random lot with the employees and Local President in attendance.

L. It is understood and agreed that the Board of Education may make a reduction in force utilizing the procedures set forth in this article.

ARTICLE 13 - SICK LEAVE

Each employee of the bargaining unit who is employed by the District shall be granted sick leave with pay at the rate of one and one-fourth (1.25) days per month, to a maximum of fifteen (15) days per year. Sick leave shall be cumulative to two hundred twenty (220) days for nine (9) and ten (10) month employees and two hundred forty (240) days for twelve (12) month employees.

Employees shall be granted sick leave for absence because of the following reasons:

A. Personal illness or injury;

B. Exposure to a contagious disease which could be communicated to others.

Sick leave shall also be granted for use in the event of illness of an employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, or any other relative or person who is a permanent member of his/her household.

A maximum of five (5) days of absence without loss of pay may be granted to an employee when such absence is necessitated by the death of a member of his/her immediate family as defined above.

A maximum of two (2) days of absence without loss of pay may be granted to an employee when such absence is necessitated by the death of a relative not in his/her immediate family or any person who is a permanent member of his/her household.

An employee requesting sick leave shall furnish a written signed statement on a form prescribed by the Board to justify his/her use of sick leave.

After five (5) consecutive days of sick leave, the Board may require the employee to provide a written statement from his/her physician indicating the nature of his/her illness and the fact that he/she was medically unable to perform his/her contractual duties on the day sick leave was requested. The Board shall pay the full cost for the written statement.

If an employee misses work and uses sick leave, the employee will be charged at a minimum of one-half (1/2) day. If an employee is absent more than one-half (1/2) his/her regularly scheduled work day, the employee shall be charged a full sick day.

In the event an employee claims a need to be on sick leave for more than fifteen (15) days during the year, the Board shall have the right to require the employee to submit a second opinion by a physician approved by the Board of Education. In such event, the Board shall pay the full cost of the examination.

Any unused sick leave days accrued beyond the maximum limit of 220/240 days will be paid in cash at the rate of 25% at the end of each fiscal year. Payment of sick leave on this basis shall be considered to eliminate sick leave credit beyond 220 -240 days by the employee at that time.

ARTICLE 14 - SEVERANCE PAY UPON RETIREMENT

For the purpose of this section, retirement is defined as service or disability retirement and receipt of benefits through the Ohio School Employees Retirement System ("SERS").

An employee may elect, at the time of retirement from active service with the Lockland Local School District, to be paid in cash for one-quarter (.25) the value of his/her accrued but unused sick leave credit, not to exceed a total of sixty (60) days. Such payment shall be calculated on

the employee's base rate of pay at the time of retirement reduced to a daily rate. The daily rate for hourly employees shall be calculated by dividing the most recent base salary by the number of days required to be worked under his/her last assignment.

Payment of sick leave on this basis shall be considered to eliminate sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The employee must present verification of the effective date of retirement from SERS, which must precede any payment to the employee.

ARTICLE 15 - PERSONNEL FILE

A personnel file of each employee shall be maintained in the office of the Superintendent. This shall be considered a confidential file, to the extent permitted by law, except for that information which is directory information.

Upon advance written request, an employee shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee. The employee shall have the right to be accompanied by a Union representative. A representative of an employee shall be given access to the file of said employee upon presentation of written authorization from the employee, including the signature of said employee.

In addition to the employee, the individual members of the Board of Education, Superintendent, Director of Special Programs, Building Principals and any other administrator who has a legitimate District-related reason for reviewing the file, shall have access to same.

Prior to placing an evaluation and/or material that is disciplinary in nature or reasonably considered to be critical of the employee's job performance in an employee's file, the employee shall be given the opportunity to see the material and initial same. Initialing of the material by the employee shall not constitute agreement with the content of said material. If the employee refuses to initial the material(s), it may be placed in the personnel file without the employee's initials.

An employee shall have the right at any time, to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.

Any employee shall have the right to obtain a photo-static copy of any item in his/her file, provided the employee pays the actual cost of reproduction.

The provisions of this section of the Contract shall not be construed as limiting the rights accorded to an employee, pursuant to Section 1347 of the Ohio Revised Code.

ARTICLE 16 - GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of a specific article or section of this contract. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere

as is possible in the resolution of grievances. If any such 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 following grievance procedure:

Informal: An employee shall informally discuss any potential grievance with their immediate supervisor prior to proceeding to Step One.

Step One If an employee believes there is a basis for a grievance, he/she shall file a formal written grievance no later than ten (10) calendar days after the occurrence of the event giving rise to the grievance. If the employee fails to file the written grievance with his/her immediate supervisor within ten (10) calendar days of the occurrence of the event giving rise to the grievance, the employee will be deemed to have waived his/her right to file a grievance. The supervisor shall respond to the grievance in writing within ten (10) calendar days after receipt of the grievance.

Step Two If the grievance is not resolved in Step One and the employee wishes to appeal the decision of the supervisor in Step One, he/she shall file an appeal within ten (10) calendar days of the receipt of the supervisor's written answer at Step One. This written appeal must be submitted to the Superintendent or designee and be accompanied with the original grievance forms from Step One. The Superintendent or designee shall schedule a meeting within ten (10) calendar days after the hearing.

Step Three If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, the employee shall have ten (10) calendar days after receipt of the notice of the decision of the Superintendent to request that the grievance be submitted to mediation or directly to arbitration. Such appeal shall be in writing and filed with the Treasurer of the Board of Education.

Once an appeal is filed as provided in the paragraph above, and if either party requests that the matter be referred to the Federal Mediation and Conciliation Service in an effort to mediate a resolution of the grievance, then a joint request shall be made to FMCS for the appointment of a mediator.

If mediation fails to resolve the grievance, then the Union shall have the right to request a list of arbitrators from the American Arbitration Association and the Board and Union representatives shall select an arbitrator from the list in accordance with the rules and regulations of the American Arbitration Association. The cost of the arbitrator shall be paid by the party against whom the arbitrator rules.

After a hearing on the matter, the arbitrator shall render his/her award. The award and the decision of the arbitrator shall be binding on both parties.

Miscellaneous

- A. Any grievance must be filed on the authorized grievance form agreed to by the parties.

- B. The grievance must state the specific provisions of the contract allegedly violated and the relief requested by the grievant.
- C. Any grievance not advanced to the next step of the grievance procedure within the time limits set forth shall be deemed resolved by the administration's answer at the previous step of the grievance procedure.
- D. The grievant may be accompanied by a representative of his/her choice beginning with Step two of the grievance procedure.
- E. Time limits set forth herein may be mutually extended by agreement of the grievant and the Superintendent.
- F. A written grievance may be withdrawn at any level without prejudice or record.
- G. Forms for processing grievances shall be made available at the administrative offices in each building and the central office.
- H. When an employee filing a written grievance under these provisions takes employment in another school district, all records, documents or communications concerning such grievance shall be removed from said employee's personnel file before the file is forwarded to the employing school district.

ARTICLE 17 - OAPSE LEAVE

The Board agrees to permit duly elected delegates of OAPSE Local #295 two (2) days of paid leave to attend the OAPSE Annual Delegate Conference with continuity of salary.

ARTICLE 18 - VACATIONS

All twelve (12) month employees, including secretaries, engineers, custodians and maintenance employees, shall accrue vacation at the rate of one-twelfth (1/12) of the appropriate annual vacation each month. Employees terminated during their probationary period shall not be entitled to compensation for any accrued but unused vacation. Newly hired employees shall be eligible for accrual of vacation but will not be eligible to take accrued vacation until they have completed 90 days of work.

Full-time employees shall be entitled to vacation on the following schedule:

- 0 to 6 years of completed service = 2 weeks vacation/year
- 7 to 13 years of completed service = 3 weeks vacation/year
- 14 or + years of completed service = 4 weeks vacation/year

Less than full-time employees shall be entitled to vacation on the following schedule:

1 or + years of completed service = 2 weeks vacation/year

Newly hired less than full-time employees shall be eligible for accrual of vacation but will not be eligible to take accrued vacation until they have completed 90 days of work.

Vacation shall be accrued, for 12-month employees only, based on the 15th of the month rule. If hired prior to the 15th of the month, employees shall receive credit for the entire month for purpose of vacation accrual. If hired on or after the 15th of the month, no credit shall be granted for vacation accrual for that month. A maximum of two years unused accrual may be carried over to the next fiscal year.

Upon separation of employment, all accrued, but unused vacation time will be paid in cash for the value of such unused vacation. Such payment shall be calculated on the employee's hourly rate of pay at the time of separation, figured to a daily rate. The daily rate shall be calculated on the number of hours worked per day while on their last regular assignment, not to exceed eight (8) hours per day.

Vacations shall be scheduled with the supervisor so that adequate coverage is maintained to meet the needs of the district. It is understood that this includes a total of no less than three (3) custodial and/or maintenance people including the supervisor being available to serve as custodians at any one time. This minimum may be waived with the supervisor's approval.

ARTICLE 19 - JURY DUTY

Any OAPSE employee selected for jury duty shall be compensated his/her regular daily rate of pay. Upon request, the employee shall provide court documentation of attendance at jury duty.

ARTICLE 20 - PERSONAL LEAVE

Three (3) days of unrestricted personal leave may be granted per school year without stated reasons.

However, during the first two weeks and the last two weeks of the student school year, personal leave days shall be restricted for the purposes of conducting business that cannot otherwise be conducted outside normal work hours.

The principal or supervisor must receive a written request three (3) work days prior to the time the unrestricted personal leave is desired. The Superintendent of Schools may waive the requirement of three (3) days prior notice to allow for emergency situations. The days may not be taken during the first four (4) days at the beginning, or two (2) days at the end, of a summer vacation period unless reasons are stated and approved by the Superintendent or his/her designee.

A maximum of ten percent (10%) of the members in each job classification will be permitted to use a day of unrestricted personal leave on any one day. This maximum may be waived by the supervisor.

Bargaining unit members shall roll over unused personal leave days into accumulated sick leave.

ARTICLE 21 - ASSAULT LEAVE

An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon said employee, which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall, subject to the approval of the Superintendent, be granted up to sixty (60) working days of assault leave. During such assault leave, said employee shall be maintained on full pay status.

Assault leave will not be granted under this policy unless said employee:

- A. Has signed a written statement justifying the granting and use of assault leave; and
- B. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. Cooperates fully with law enforcement and administration in the investigation and/or prosecution of the offender who committed the assault.

Falsification of the above statements shall be grounds for suspension or termination of employment.

LOCKLAND LOCAL SCHOOL DISTRICT

APPLICATION FOR ASSAULT LEAVE

Pursuant to the provisions of the negotiated agreement, I hereby apply for assault leave and, in support of my application, state the following:

Employee Name: _____ Building: _____

I began my absence on: _____ I returned to duty on: _____

I was assaulted on: _____ By: _____
(name of employee or student)

at: _____ in the following manner: _____
(Place where incident occurred)

(Furnish brief description of occurrence - use back of form if necessary)

The assault was witnessed by:

and was reported to: _____ On: _____
(Name of supervisor/administrator)

Employee Signature: _____ Date: _____

If you receive medical attention because of the assault, have the attending physician complete the following:

I treated _____ On the following dates: _____

_____ and have/will discharge(d) _____

from further treatment on _____. In my opinion, _____

_____ Was totally disabled from _____ to _____

and will continue to be totally disabled until _____

The disability for which I treated _____ is _____

Printed Name of Physician

Signature of Physician

Date

ARTICLE 22 - MATERNITY LEAVE

If an employee becomes pregnant and desires a leave of absence without pay, she must make formal application to the Superintendent for said leave. The pregnant employee may remain in her position as long as she has provided the Superintendent with a medical report from her doctor indicating that she is physically able to perform her duties.

An employee on maternity leave may return to her position or a similar position after the birth of her child provided she has a written statement from her doctor indicating that she is medically able to resume her duties. The employee shall be eligible to return at the first convenient break (semester, quarter or vacation).

ARTICLE 23 - HOLIDAYS

All employees who meet the conditions and eligibility requirements set forth in 3319.087, O.R.C., shall be granted the following days as paid holidays:

Labor Day	New year's Eve	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day	
Day after Thanksgiving	Presidents' Day	
Christmas Eve	Good Friday	
Christmas Day	Memorial Day	

All employees that are regularly scheduled to work the month of July, shall also be granted Independence Day as a paid holiday.

A holiday falling on a Saturday shall be observed on the nearest Friday; a holiday falling on a Sunday shall be observed on the nearest Monday.

An employee shall work on the day before and the day after each holiday unless the employee takes pre-approved vacation leave or pre-approved Sick Leave/Personal Leave.

ARTICLE 24 - UNIFORM ALLOWANCE

Custodial employees will be granted the following clothing allowance per fiscal year:
8 hour per day custodians '\$300.00, less than 8 hour per day custodians '\$150.00
Food service employees will be granted a clothing allowance of \$150.00 per fiscal year. The clothing allowance shall be used for the following:

- A. Polo-type long-sleeved or short-sleeved shirts with Lockland insignia.
- B. Khaki, navy-blue or black slacks or shorts.
- C. Two pair of shoes for Custodians and Food Service Employees.
- D. One belt.

ARTICLE 25 - PAY PERIODS

Members of the bargaining unit will be paid in twenty-six (26) installments, except when the calendar year divides into twenty-seven (27) pay periods. When there are twenty-seven (27) pay periods, bargaining unit members shall be paid in twenty-seven (27) equal installments. At the Board's option, there will be twenty-four (24) pays.

ARTICLE 26 - TRANSFERS

An employee transferred to another job classification for which the scale of hourly rates is higher than for his/her original classification, shall, after five (5) consecutive days, begin the new classification at the first step for which the rate equals or exceeds the employee's hourly rate at the time of the transfer.

ARTICLE 27 - RELEASE TIME FOR MEALS AND BREAKS

All employees working five (5) or more hours per day shall be entitled to one-half (.5) hour of release time without pay, for a meal at a time to be determined by his/her supervisor.

The employee will be allowed to leave the premises or may retire to an area within the assigned building which is apart from the designated work station.

Bargaining unit members shall receive one fifteen-minute break, with pay, for each four (4) hours worked. Time is to be arranged with supervisor.

ARTICLE 28 - EMPLOYMENT AND TERMINATION OF EMPLOYMENT

For all regular employees hired after July 1, 2010, the contract progression set forth in R.C. 3319.081(A) and (B) shall govern their employment with the Board.

The Board of Education may suspend or terminate an employee for violation of written rules and regulations as set forth by the Board of Education or for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance. If an employee is suspended for disciplinary reasons, the employee shall not be able to use compensatory time or Personal days during periods of suspension.

Prior to suspending an employee for more than five (5) days or terminating an employee's contract, the Board shall provide the employee with a written notice advising the employee of the reason the Board intends to consider a termination and/or a suspension of more than five (5) days. If requested by the employee, the Board shall meet with the employee in executive session and permit him/her to address the Board as to why his/her employment shall not be suspended and/or terminated.

If the Board of Education takes action to suspend an employee for more than five (5) days or terminate the employment of an employee, the employee shall have the right to file an action in the court of common pleas challenging the decision of the Board of Education. This appeal must be filed within ten (10) days of the Board's decision to terminate and/or suspend for more than five (5) days the employment of the employee.

ARTICLE 29 - NOTICE OF JOB OPENING

Employees will be notified of job openings through written communication from the Superintendent or designee and/or by posting a notice of vacancies in the buildings. All employees will be allowed to apply for any vacant position. No vacancy will be filled until after notification has been sent or posted for five (5) calendar days. The Local President shall receive a copy of all job opening notices.

ARTICLE 30 - HOURS WORK AND OVERTIME

Classified employees may be assigned by the supervisor to work overtime, provided the employee shall not be required to accept overtime on a Saturday or Sunday, except in an emergency. Overtime opportunities shall be offered on a Rotation Cycle from a list of all employees in the affected classification.

If an employee is not regularly scheduled to work and he/she is required to work, and such time is not connected to scheduled work hours, he/she will be guaranteed a minimum of one hour of work.

Classified employees shall be compensated at the rate of time and one-half (1.5) for all hours actually worked in excess of forty (40) hours per week (Sunday through Saturday). A holiday and/or a personal leave day used in any week will be considered as hours worked for the purpose of computing overtime for the week in which the holiday is observed and/or the personal day is used.

Compensatory time in lieu of cash for overtime worked may be offered to hourly rate employees. The compensatory time received will be one and one-half (1.5) hours of compensatory time for each hour of overtime worked in excess of forty (40) hours per week, or overtime on Saturday. Two (2) hours of compensatory time will be given for each hour of overtime worked on Sunday or a holiday.

Employees will have the choice of whether to accept compensatory time or monetary compensation for all overtime or extra time offered by the employer. All compensatory time accrued shall be used by June 30th of each work year.

The Board agrees to pay any employee compensatory time accrued if said Board cannot provide time off to an employee wishing to utilize said compensatory time by June 30th of the year in which it is earned.

When school is not in session during the summer, Christmas or Spring Break recess, short hour employees may be assigned to work up to eight (8) hours a day.

ARTICLE 31 - CALAMITY DAY

When it becomes necessary to close schools because of inclement weather or calamity, employees who are required to come in and work by their supervisor on a calamity day shall receive regular pay plus straight time pay for all hours work on the calamity day to a maximum of five (5) calamity days per school year.

If approved by the employee's supervisor, employees who work on a calamity day to a maximum of five (5) days per school year may, in lieu of the payment of straight time set forth in the preceding paragraph, elect to take comp time off for all hours worked on the calamity day. This option shall be available if approved by the supervisor, otherwise, the compensatory provisions of the preceding paragraph shall be implemented.

Employees who do not work on calamity days when schools are closed shall receive their regular pay for each of those days that schools are closed to the maximum number of calamity days allowed by state law.

ARTICLE 32 - EXTRACURRICULAR TRIPS

Van drivers will be expected to drive extracurricular trips as part of their normal job responsibilities. If a driver wishes to have his/her name removed from the active roster for extracurricular trips, he/she must file a written request with the department supervisor specifying the reason and approximate length of time that the driver will be unavailable. Drivers will be required to accept extracurricular trips unless excused from doing so by the supervisor.

Prior to the start of the school year, an initial list of drivers shall be created in seniority order with the first extracurricular trip being offered to the driver at the top of the list if he/she is eligible to drive it. All extracurricular trips thereafter shall be offered on a rotating basis during the remainder of the year.

Drivers will be assigned extracurricular trips in accordance with the rotating list as long as the total of their regular runs plus the extracurricular run for which the driver is eligible for assignment does not exceed forty (40) hours in any one week. If a driver has worked forty (40) hours in any work week, the transportation supervisor may offer the extracurricular trip to the next person on the rotating list who has not worked forty (40) hours during the work week.

Once a driver has been assigned a trip, that trip will not be reassigned to another driver if the driver to whom the trip is assigned can take it. If no regular driver is available, a substitute may be called.

Drivers may not be assigned an extracurricular trip which is in conflict with their regular daily route unless it is determined by the supervisor that it is in the best interest of the District to do so. Ordinarily, the regular daily route time takes precedence over any additional extracurricular runs.

A driver shall be expected to learn all of the particulars of a field trip, including routing, before the van leaves the lot. The van driver will have the option, at the request of the chaperone accompanying the students on the field trip, to add rest stops or meal stops if, in the driver's best judgment, it can be conducted in a safe and orderly manner.

A Request for Use of van form shall be provided to the driver for each field trip and this form is to be turned in to the department supervisor the next working day after the completion of the trip along with emergency forms, fuel receipts and any other necessary paperwork.

It shall be the chaperone's responsibility to have emergency forms for each student on a field trip. If an extracurricular trip is cancelled and the assigned driver is not notified within five (5) hours of the scheduled departure time on a day in which school is not in session, the driver shall be paid two (2) hours of pay at the normal trip rate as a result of said failure to notify. Only the supervisor designee can assign drivers to extracurricular trips.

Licensing Fees

All drivers shall be required to obtain and maintain any and all licenses and/or certifications necessary to operate a school bus in the State of Ohio. The Board will pay the cost of obtaining a commercial license for regular drivers and any renewals thereof provided the renewal of the license is not required because of the employee's driving record. If the test is required because of the employee's poor driving record or because the driver failed to pass the test of obtaining a license, then the cost of the license and testing fees shall be paid by the employee.

Any driver who voluntarily resigns within one (1) school year of receiving Board paid CDL training will reimburse the Board for one hundred percent (100%) of the cost of the training.

ARTICLE 33 - MILITARY LEAVE/NATIONAL GUARD DUTY/RESERVE LEAVE

Military leave shall be granted in accordance with Section 3319.085 of the Ohio Revised Code. National Guard Duty and Reserve Leave shall be granted in accordance with Section 5923.05 of the Ohio Revised Code.

ARTICLE 34 - PHYSICAL EXAMINATION

Should the Board of Education require a physical examination as a condition of employment, the cost of these physical examinations shall be provided by the Board of Education.

ARTICLE 35 - DISPENSING OF MEDICATION

The responsibility and duties of employees covered by this Agreement with respect to the administering of medicine to students shall be as set forth in Board policy adopted in accordance with and to comply with 3313.713, Ohio Revised Code.

ARTICLE 36 - LONGEVITY

All employees with a regularly scheduled work week of thirty (30) hours or more and fifteen (15) years or more of accredited service will receive an annual longevity increment of \$300.00

All employees with a regularly scheduled work week of less than thirty (30) hours and fifteen (15) years or more of accredited service will receive an annual longevity increment of \$200.00.

ARTICLE 37 - INSURANCE

Any bargaining unit member hired on or after January 1, 1991, and regularly scheduled to work at least thirty (30) hours per week and all members who were hired prior to January 1, 1991, who currently receive benefits, will be eligible for health insurance benefits. In addition, members of the bargaining unit who are regularly employed in two or more positions which combined total thirty (30) or more regular hours per week will be eligible for health insurance benefits. Eligible employees will receive the following insurance benefits:

- A. The Board shall continue to provide the health insurance plan available through the Greater Cincinnati Insurance Consortium. The Board shall pay ninety percent (90%) of the cost of the premium of the single and family plan for eligible employees during the term of this agreement. Any bargaining unit member hired on or after September 1, 2005 will only be eligible for a single plan (thirty (30) or more hours per week). However, if such bargaining unit member needs a family plan, the employee shall pay the difference on the cost from a single plan to a family plan.
- B. Group life insurance of \$40,000.00 including accidental death and dismemberment insurance within thirty (30) days of the execution of this contract.
- C. Dental insurance coverage as provided through the Greater Cincinnati Insurance Consortium with the Board paying eighty percent (80%) of the premium for dental insurance for eligible employees.
- D. Insurance Opt-Out Bonus. Any employee currently taking a single or family plan who elects to drop Board health insurance coverage beginning July 1, 2010 through June 30, 2011 shall receive a one-time bonus of \$2000.00 or \$4000.00, as applicable, payable on the last day of August, 2011. This bonus shall be paid only if the member opts out of the Board's health insurance plan on or before Oct. 31, 2010, works the entire year, and remains off the Board's health insurance plan from the date of the member's opt-out through the entire work year.

ARTICLE 38 - WAGES

Effective with each employee's first work day of the 2010-2011 school year, the Board shall implement the salary scheduled attached hereto as attachment "A".

Reopener. At the request of either party made after April 1, 2011, the issues of salary and insurance shall be reopened and bargained for the 2011-2012 and 2012-2013 school years. Request for negotiations pursuant to this re-opener shall be in writing and negotiations shall be conducted in accordance with the provisions contained in Article 5 of this contract.

ARTICLE 39 - ASSIGNED HOURS

All employees in the bargaining unit are required to work their regularly assigned hours. A violation of this requirement may be grounds for termination.

ARTICLE 40 - REIMBURSEMENT OF TUITION

Upon prior approval by the Board of Education, any bargaining unit member shall be reimbursed for actual costs of tuition/registration for courses taken that are directly related to the member's job duties and/or course to develop supervisory and managerial skills.

ARTICLE 41 - SUPERVISORS DOING BARGAINING UNIT WORK

Supervisors shall be able to do bargaining unit work in emergency situations; in situations where the length of time the supervisor is doing bargaining unit work is less than two (2) consecutive hours and at such times when the expertise of the supervisor is necessary in order for the work to be completed. The cafeteria supervisor may do bargaining unit work for a maximum of three (3) hours per day.

ARTICLE 42 - DRUG-FREE WORKPLACE/TOBACCO USE

- A. It is the policy of the Board to establish a drug-free workplace. Drug or alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol, but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of all Board employees can potentially influence children within the schools
- B. For these reasons, the Board is committed to maintaining a drug-free workplace and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession or being under the influence of drugs or alcohol while on the job, on school premises or on or while using school equipment. Employees who fail to comply with this policy will be subject to discipline up to and including termination of employment.
- C. Any employee who is convicted of violating a criminal drug statute for conduct occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so will result in discipline up to and including termination from employment.
- D. employees will be provided with information concerning alcohol and other drug abuse, as follows:
 - 1. All employees will be provided with a copy of this policy.
 - 2. The Superintendent will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
- E. All members of the bargaining unit are subject to the terms and conditions of Policy KGC, Tobacco Use on School Premises.

ARTICLE 43 - COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed was not included in this agreement.

ARTICLE 44 - MISCELLANEOUS

A. Retirement - Severance.

A member who become eligible to retire through SERS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board equal to 50% of his/her accumulated sick leave, provided the member retires at the end of the school year in which the member first becomes eligible to retire. Eligibility categories are as follows:

1. 30 years of eligible service credit at any age.
2. 5 or more years of eligible service credit and 60 or more years of age.
3. 25 years of eligible service credit at age 55.

Members are not eligible to receive the retirement severance if the member is permanently or temporarily separated from employment with the Board due to SERS disability retirement.

In order to be eligible for the retirement severance, a member may elect to retire effective the last day of the school year, with said resignation being received by the Superintendent no later than April 1st of the year the employee is first eligible to retire under items A.1, A.2 or A.3 above. If a member fails to take advantage of this plan in the year the member first meets the aforementioned eligibility criteria, he/she will forfeit the right to receive the retirement severance.

If employees who, as of July 1, 2010, already became first eligible to retire through SERS as set forth in items A.1, A.2 or A.3 above, then such employees shall be able to receive the retirement severance set forth herein if such employees resign for retirement purposes effective the last day of the 2010-2011 school year, and said resignation is received by the Superintendent no later than April 1, 2011. If such members fail to take advantage of this plan by April 1, 2011, he/she will forfeit the right to receive the retirement severance.

Payment of the retirement severance shall be made in one lump sum at the time of retirement, and shall be based on the member's daily rate of pay at the time of retirement. Supplemental contract pay shall not be included in the calculation of the retirement severance. The payment will be made as early as possible without requiring the Board to borrow funds to meet this financial obligation. Payment on the retirement severance shall eliminate all accumulated sick leave days.

- B. IRS 125 PLAN. A Section 125 Plan allowing for the sheltering of the employee's portion of the premium paid by him/her qualifying insurance and dependent daycare shall be available to members of the bargaining unit. The expanded plan shall be offered with a minimum allocation per year of in the amounts set forth by Board policy for health care and \$5,000.00 for dependent care.

The implementation of the plan is conditioned on each of the following:

The 125 Plan shall be at no cost to the Board;

If a participant ceases to be employed by the Board and has used more funds than he/she has contributed at the time he/she ceases to be employed, the balance of the pledge may be deducted from any money owed the participant by the Board. If the money owed the participant by the Board is not sufficient to pay the coverage, the participant shall be responsible for the full amount of the overage.

Participation in the 125 Plan shall be voluntary.

- C. IRS 457 or 403(B) Plan. Non-mandatory option to tax defer your severance upon retirement.
- D. Health Insurance Audit. Bargaining unit members' participation in the health insurance offered by the Board shall be audited and information shall be provided by the employee guaranteeing employees are taking health insurance from the Board for what they actually need and in a manner most cost effective for the Board. (Example: if someone takes a family plan when he/she only needs a single plan, the employee will be required to take a single plan).
- E. AFSCME PEOPLE - The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision monthly to the OAPSE State Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- F. Employees will be reimbursed for charges incurred on the FBI and BCII background checks provided the report determines the person is employable.

This Contract is executed by the parties on the 14th Day of October, 2010.

OHIO ASSOCIATION OF PUBLIC
EMPLOYEES LOCAL # 295

Johnson McFerron
Local President

David W. Kutsch
Local Vice President

Debbie Schmuttergesing
Member

LOCKLAND CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Tom Thos
Board of Education President

Donna Hubbard
Superintendent

Ray A. McConry
Board of Education Treasurer