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STATE EMPLOYMENT
RELATIONS BOARD

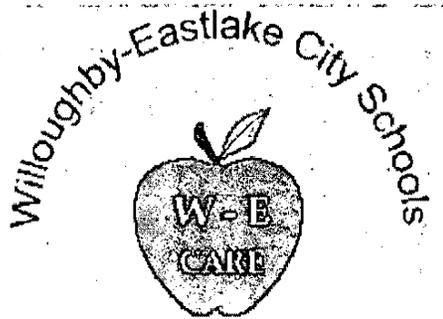
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Negotiations Agreement

2010-2011

OAPSE Local 159



Quality Learning in a Caring Climate

09-MED-03-0231

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1 NEGOTIATIONS AGREEMENT

2 This Agreement is made and entered into this first day of September, 2010 by and
3 between the Willoughby-Eastlake City Board of Education, hereinafter referred to as
4 the "Board" or "employer" and the Ohio Association of Public School Employees,
5 AFSCME/AFL-CIO and its affiliate Local #159, which is hereinafter referred to as the
6 "Association" or the "Union".

7 ARTICLE 1 - TERMS

8 The terms and conditions of this Agreement are effective for the period commencing
9 September 1, 2010 and terminating August 31, 2011, except as otherwise provided
10 herein.

1 **ARTICLE 2 - RECOGNITION**

2 A. The Board of Education of the Willoughby-Eastlake City Schools hereby
3 recognizes the Ohio Association of Public School Employees, AFSCME/AFL-CIO, on
4 behalf of Local 159, as the sole and exclusive bargaining representative for all
5 employees now employed or to be employed in the following described unit for the
6 term of this contract.

7 B.1. The bargaining unit includes all full time and regular contract cafeteria
8 employees.

9 2. Excluded from the bargaining unit are the Food Service Manager, substitutes
10 and all other employees in the District other than those mentioned in B1.

11 C. The aforementioned unit shall be recognized for the term of this Agreement,
12 further the Board agrees to negotiate only with OAPSE through the negotiating agent
13 or agents officially designated by OAPSE Unit 159 in respect to wages, hours, terms
14 and other conditions of employment. However, should any provision of this contract
15 be found to be in violation of the law by a court of competent jurisdiction, the parties
16 shall meet to renegotiate the affected section(s). All other provisions shall remain in
17 full force and effect as set forth in this contract.

18 In the event a competing employee organization attempts to secure bargaining
19 agent rights to this unit, said organization must file the appropriate petitions with the
20 State Employment Relations Board in accordance with O.R.C. 4117.

1 **ARTICLE 3 - PRINCIPLES**

2 Bargaining unit members have the right to join in, participate in and assist the
3 Association and the right to refrain from such, but membership shall not be a
4 prerequisite for employment or continuation of employment of any employee. The
5 Employer recognizes the right of all employees and all applicants for employment to
6 be free to join the Union and to participate in lawful concerted union activities.
7 Therefore, the Employer agrees that there shall be no discrimination, interference,
8 restraint, coercion, or reprisal by the Employer against any employee or any applicant
9 for employment because of Union membership or because of any lawful activity in an
10 official capacity on behalf of the Union.

1 **ARTICLE 4 - NEGOTIATIONS PROCEDURES**

2 I. Bargaining Procedures

3 A. Scope

4 The scope of bargaining by and between the Board and the Association shall
5 be limited to salary, hours, terms and conditions of employment.

6 B. Bargaining Teams

7 1. The Board or the designated representative of the Board will meet with
8 the representatives designated by the Association for the purpose of discussing and
9 reaching Agreements. All negotiations shall be conducted exclusively between said
10 teams. The Board's negotiating team and the Association's negotiating team shall be
11 limited to a total of six (6) members each. The Association team shall be comprised of
12 five (5) employees and not more than one (1) member of the OAPSE staff. All
13 employee team members shall be from the unit. Neither party shall have control over
14 the selection of the other party's team members. While no final agreement shall be
15 executed without ratification by the Association and adoption by the Board, the
16 negotiating teams will have the authority to make proposals, consider proposals and
17 determine items acceptable to both parties involved in negotiations.

18 2. Up to three (3) consultants may be used by each of the parties in any of
19 the negotiating meetings, persons outside the employ of Willoughby-Eastlake
20 Schools, in an advisory capacity. Consultants will not be permitted to enter into
21 discussions unless both parties agree to permit them to address the team.

22 The expense of such consultants shall be borne by the party requesting or
23 hiring them.

24 C. Request for Meetings

25 1. Not earlier than March 7 or later than March 21 in the calendar year of
26 contract expiration, either party may notify the other of a desire to commence
27 bargaining. Such notice shall be in writing and directed to the Superintendent if from
28 the Association and to the president of the Association if from the district. Upon
29 receipt of the written request for a meeting, the other party will have five (5) days to
30 reply to such request. A meeting date shall be agreed to within fifteen (15) days of
31 such request.

32 2. All issues for negotiation shall be submitted in writing by both parties at
33 the initial bargaining session. No additional issues shall be submitted by either party
34 following the designated meeting unless agreed to by both parties.

35 3. Original proposals of both parties shall be in writing in language suitable
36 for inclusion in the agreement.

37 4. Either party may require, at each meeting, a decision as to the time, date,
38 length and place of the subsequent meeting(s). No reprisals shall be taken by or
39 against any participants in the negotiation procedures by reason of such
40 participation.

1 D. Caucus

2 Upon request of either party, the negotiations meetings shall be recessed to
3 permit the requesting party a reasonable period of time (e.g., 30 minutes) within
4 which to caucus in privacy.

5 E. Time Limits

6 Time limits established under this Article may be altered by mutual
7 agreement of the parties.

8 F. During negotiations, interim reports will be made to the Association by its
9 representatives and to the Board by its representatives. Each party will be
10 responsible for requesting that the information from such reports be regarded as only
11 proposals and shall be confidential information within the organization concerned.

12 News releases shall be issued during negotiations only upon the mutual
13 agreement of the parties, with such mutual agreement including the timing of the
14 release and the content of the release.

15 G. Information

16 The parties agree to furnish each other, upon written request, such regularly
17 and routinely prepared information as will assist the parties in the development and
18 evaluation of proposals. This obligation shall exist both prior to and during the
19 period of negotiations. The parties further agree that such information shall be
20 furnished within a reasonable period of time, and that neither party is obligated to
21 develop data or information not in existence or to rework, redraft, summarize,
22 compute or otherwise develop data or information in anything other than its existing
23 form.

24 II. Agreement

25 A. Item Agreement

26 As negotiated items are agreed upon, they shall be reduced to writing and
27 initialed by the chief negotiator of each party. Such initialing shall be construed as
28 tentative agreement by both parties on that item, or issue, subject to finalization by
29 ratification by the membership of the Association and adoption by the Board.

30 B. Agreement

31 When a total agreement is reached through negotiations, the total outcome
32 shall be reduced to writing. Both parties shall review the agreement together to
33 determine the accuracy of the transcript. If the Agreement is then in proper form, it
34 shall be submitted to the Association and the Board for ratification and adoption.
35 When adopted by the Board, the Agreement shall become part of the official minutes
36 of the Board and binding on both parties. Said Agreement shall be signed by the
37 Board's representative and by the Association's representative.

1 C. Intent to Recommend

2 Where all items have been discussed to their fullest extent and the parties
3 have reached tentative agreement, both negotiating teams shall pledge to recommend
4 adoption of the tentative agreement.

5 III. Aids to Negotiations

6 A. In the event an agreement is not reached after consideration and discussion
7 of all proposals and counter proposals, either of the parties shall have the option of
8 declaring impasse.

9 B. Impasse occurs when the parties have stopped talking to each other at the
10 negotiating table or after many bargaining sessions have been held and the position of
11 the parties has solidified and the parties have become intransigent pertaining to
12 unresolved negotiation issues.

13 C. If impasse is declared by either party, it is with the understanding that
14 impasse proceedings are declared on all the issues where agreement has not been
15 reached by either party.

16 D. The parties shall jointly prepare a request for a mediator and direct such
17 request to the Federal Mediation and Conciliation Service. The assigned mediator
18 shall have the authority to call meetings to the purpose of promoting agreement
19 between the parties.

20 E. Should the impasse procedure not result in agreement, the parties shall be
21 free to exercise their rights under ORC 4117.

1 **ARTICLE 5 - PAYROLL DEDUCTIONS**

2 All employees covered by this Agreement who fail voluntarily to acquire or
3 maintain membership in the Union shall be required as a condition of employment
4 on or after the probationary period provided in this agreement or fifty (50) scheduled
5 workdays following the beginning of employment whichever is less, or the effective
6 date of this Agreement, whichever is later, to pay to the Union a fair share fee, which
7 shall not exceed the dues paid by members of the Union who are in the bargaining
8 unit covered by this Agreement; provided that any employee who has been declared
9 exempt for religious convictions by the SERB shall not be required to pay said fair
10 share fee. However, such employee shall pay, in lieu of such fair share fee, on the
11 same time schedule as union dues are payable, an amount of money equal to such fair
12 share fee to nonreligious charitable fund exempt from taxation under sections 501 (c)
13 (3) of the Internal Revenue Code, mutually agreed upon by such employee and the
14 OAPSE Treasurer. Such employee shall furnish to the Union State Treasurer written
15 receipts evidencing payment to such agreed upon nonreligious charitable fund.
16 Failure to make such payment or furnish such receipts as proof of payment shall
17 subject such employee to the same sanctions as would nonpayment of union dues
18 under this Agreement.

19 A. The Board shall submit to the OAPSE local treasurer annually by May 1, a list of
20 names of prior calendar year bargaining unit members and the annual earnings of
21 each multiplied by .02 and divided by 21. Unless the OAPSE local treasurer notifies
22 the Board to the contrary by August 1 of each year, the amount resulting from the
23 calculation on the employee listing shall be the amount deducted for dues or fees.
24 There shall be 21 biweekly deductions, commencing the first pay in September and
25 continuing through the following June.

26 Any notifications from the OAPSE treasurer to make modifications -
27 whether additions, deletions or corrections in amounts - shall be in writing and must
28 state a specific dollar amount for each employee added or corrected. It shall be the
29 responsibility of the OAPSE local treasurer to notify the Board in writing of any Local
30 members added throughout the September through August deduction period. If a
31 bargaining unit member terminates employment or moves to a non-bargaining unit
32 position prior to deduction in full of dues, it shall be the responsibility of the OAPSE
33 treasurer to collect any dues owed but not yet deducted.

34 The Board will provide a listing of employee deductions for each pay and a
35 check will be issued to the OAPSE treasurer for the deductions. The Board will not be
36 responsible for providing any employee wage or dues information to the OAPSE
37 headquarters.

38 B. It shall be the responsibility of the Union to prescribe an internal rebate
39 procedure to determine what rebate, if any, shall be made to service fee payers, which
40 conforms to the provisions of Section 4117.09 (C) of the Ohio Revised Code.

1 It is specifically understood that the Union agrees to indemnify and save the
2 Employer harmless against any judgments, costs expenses or other liability the
3 Employer might incur as a result of the implementation and enforcement of this
4 provision, provided that

5 1. The action brought against the Employer must be a direct consequence of
6 the Employer's good faith compliance with this fair share provision.

7 2. The Employer notifies the Union in writing and within fifteen (15) days of
8 any claim made or action filed against the Employer.

9 3. The Board agrees to permit the Union or its affiliated organization to
10 intervene as a party if it so desires and/or not to oppose the OAPSE or
11 organizations with which it is affiliated; application to file briefs amicus
12 curiae in the action.

13 With proper written authorization, the Employer agrees to deduct for:

14 1. WES Credit Union

15 2. Premium for approved sheltered annuities

16 3. United Appeal - \$10 minimum

17 4. PEOPLE (Public Employees Organized to Promote Legislative
18 Equality)

19 5. Direct deposit to employee approved financial institution

20 C. Payment Installments

21 1. Pay days will be on the 6th and 21st of each month, for a total of twenty-four
22 (24) pays in each contract year. If the 6th or the 21st falls on a weekend or holiday, pay
23 will be issued on the previous working day. If the 6th or 21st falls on a Monday holiday,
24 pay will be issued on the next day.

25 2. Normally, summer pay will continue through August. Upon application by
26 the employee prior to May 15 and approval by the Superintendent, summer pay (July
27 and August) shall be accumulated and paid with the second pay in June.

1 **ARTICLE 6 - GRIEVANCE PROCEDURE**

2 Section 1. A grievance is defined as an alleged violation of a specific written
3 provision of this Agreement. If any such grievance arises, there shall be no stoppage
4 or suspension of work, or concerted activity because of such grievance, but such
5 grievance shall be submitted to the following grievance procedure. Beginning with
6 Step 1, the grievant may be accompanied by an Association representative. No
7 reprisal of any kind shall be taken by or against any participant in the grievance
8 procedure by reason of such participation.

9 Step 1 - Within ten (10) working days of the time an employee knew or
10 should have known of the occurrence of the act or condition on which the grievance is
11 based, the employee will communicate with the person(s) who can resolve the
12 grievance. Within ten (10) working days after the discussion of the grievance, that
13 person(s) shall give his answer in writing to the employee. All suspensions and
14 terminations may be appealed directly to Step 3.

15 Step 2 - If the grievance is not resolved at Step 1, the employee may within
16 ten (10) working days of the supervisor's answer, submit to the Business Manager or
17 his designated representative the completed authorized grievance form in accordance
18 with Section 2a. The Business Manager shall respond in writing no later than ten (10)
19 working days after receipt of the written grievance.

20 Step 3 - If a satisfactory disposition of the grievance is not made as a result
21 of the procedure provided for in Step 2, the employee shall have the right to appeal
22 the decision to the Superintendent or his designated representative within ten (10)
23 working days of receipt of the Business Manager's reply. The Superintendent or his
24 designated representative shall give the employee an answer in writing not later than
25 ten (10) working days after receipt of written grievance.

26 Step 4 - If the grievance is not resolved at Step 3, the grievant shall have the
27 right to appeal to an impartial arbitrator. The grievant may within fifteen (15) days
28 following the conclusion of the previous step submit the grievance to an impartial
29 arbitrator by filing a notice with the statement of the grievance attached thereto with
30 the American Arbitration Association (AAA) and simultaneously a copy submitted to
31 the Treasurer of the Board. The rules of the AAA shall govern the proceedings. The
32 arbitrator shall be selected by the meet and strike method within ten (10) days of
33 receipt of the list from the AAA. Either party may reject the first and request a second
34 list from the AAA from which an arbitrator will be selected by the meet and strike
35 method within ten (10) days of receipt by the parties of the list.

36 Section 2

37 a. Any grievance must be filed on the authorized form (see appendix to this
38 Agreement).

39 Such grievance must provide for naming of the alleged violation and shall
40 state the contention of the employee or the Association, and shall indicate the relief
41 requested.

42 b. Any grievance not advanced to the next step by the grievant within the time
43 limit in that step, shall be deemed resolved by the Administration's last answer.

1 c. Any grievance not answered by the Administration within the time limits in
2 that step, shall advance to the next step in the process.

3 d. Time limits may be extended by the Administration and the Association in
4 writing; then the new date shall prevail.

5 e. The agreed-to grievance form shall be made available to any employee
6 requesting such, either through his supervisor or association representative.

7 f. All days referred to herein shall be considered normal work days (i.e.,
8 Monday-Friday), weekends and holidays shall not be counted.

9 g. Grievant shall be defined as an employee(s) or the Union, provided that at
10 least one employee shall be identified as an aggrieved party.

11 Section 3

12 a. It shall be the function of the arbitrator, and he shall be empowered except
13 as his powers are limited below, after due investigation, to make a decision in case of
14 alleged violations outlined in Article 6.

15 b. He shall have no power to add to, subtract from, disregard, alter, or modify
16 any of the terms of this Agreement.

17 c. He shall have no power to establish salary schedules or change salary
18 schedules.

19 d. He shall have no power to decide any question, which under this Agreement,
20 is solely within the responsibility of management to decide. In rendering decisions,
21 an arbitrator shall give due regard to the responsibility of management except as they
22 may be conditioned by this Agreement.

23 e. In the event that a case is appealed to an arbitrator on which he determines
24 he has no power to rule, it shall be referred back to the Association, with a notification
25 to the Administration without decision or recommendations on its merits.

26 f. There shall be no appeal from an arbitrator's decision if within the scope of
27 his authority as set forth above. It shall be final and binding on the employee or
28 employees involved in the grievance, and the Administration and the Board.

29 g. The fees and expenses of the arbitrator shall be shared equally by the Board
30 and the Union. Any other expenses resulting from the grievance arbitration shall be
31 borne by the party incurring them and neither party shall be responsible for the
32 expense of witnesses, except where it is agreed to that such hearing is during a
33 witness' regular hours of employment.

1 **ARTICLE 7 - RIGHTS OF THE LOCAL**

2 1. The Association (or any committee thereof), may be authorized to use school
3 courier service

4 2. The Association or any official committee thereof, may use school facilities and
5 equipment with the written permission of the Business Manager or Superintendent,
6 when such facilities and/or equipment shall be used for Association business only.
7 Supplies necessary for the use of the equipment shall be furnished and paid for by the
8 Association. When the custodian is on duty, the building may be utilized without cost
9 to the association. At all other times, the Association may use the building according
10 to the regulations established by the Board of Education.

11 3. A bulletin board shall be designated for the general use of the Association. The
12 bulletin board shall be located in an area readily accessible to and normally
13 frequented by employees.

14 4. The Board agrees to furnish available information to the Association within a
15 reasonable time subsequent to the receipt of a reasonable written request. The
16 Association's request shall indicate the need for the information, with such need
17 having to relate to the development of intelligent, accurate, informed and
18 constructive programs on the part of the Association which benefit the district. Such
19 information includes that concerning the financial resources of the district, agendas
20 and minutes of Board meetings, census and membership data, etc. The Board shall
21 not be required to develop data or information not in existence or to rework, redraft,
22 summarize, compute or otherwise develop data or information in other than its
23 existing form. Access to available information in such form as it may exist constitutes
24 compliance with this provision.

25 5. The Board shall make available to the Association a complete copy and timely
26 revisions of all policies as adopted by the Board. .

27 6. After the agreement is approved by the Employer and the Union, the Employer
28 shall reproduce the Agreement for all members of the bargaining unit and provide 50
29 additional copies to the union at no cost to the Union.

30 7. The Local will have one representative on the district calendar committee.

1 **ARTICLE 8 - WORKER'S COMPENSATION**
2

- 3 A. All employees covered under this Agreement are protected under the Ohio
4 Worker's Compensation Act in cases of injury or death incurred in the
5 course of or arising out of their employment.
- 6 B. An injury incurred while performing assigned responsibilities shall be
7 reported to the injured employee's supervisor or other designated
8 representative and an application shall be filed with the Bureau of
9 Worker's Compensation. The Administration shall assist any employee in
10 filing a worker's compensation claim. An injured employee shall have the
11 option of applying for worker's compensation or using accrued sick leave.
12 The injured employee shall indicate to the Business Manager prior to the
13 end of the pay period immediately subsequent to the injury, in writing,
14 which option the employee has chosen, except where extenuating
15 circumstances make this impossible. Once the employee has indicated
16 which option he/she intends to select, the employee may not alter that
17 decision.
- 18 C. An employee electing to use Worker's Compensation benefits in lieu of
19 accumulated sick leave shall have hospitalization/Major Medical
20 Insurance provided by the Employer, at no cost to the employee, other
21 than the employee's normal monthly payment, for a period not to exceed
22 one (1) calendar year. Hospitalization beyond one year may be continued
23 if the employee pays the fully insured equivalent amount (f.i.e.) directly to
24 the Treasurer. These arrangements are the responsibility of the employee
25 and shall be paid on the date given by the Treasurer. Section C shall not be
26 applicable in the event it is prohibited by the district's insurance carrier.
- 27 D. In the event that an employee chooses to apply for Workers' Compensation
28 wage benefits in lieu of using accumulated sick leave days on a fully
29 certified work related injury or illness, the employee is entitled to apply for
30 and receive a bi-weekly advance from the Board to compensate for loss of
31 income due to the time lag of issuance of Workers' Compensation wage
32 benefits. Each bi-weekly advance shall be requested in writing on a form
33 specified by the Board until such time as the employee begins receiving
34 Workers' Compensation wage benefits.

35 The advance will be issued on the same day as payroll checks in an amount
36 specified by the employee, but no more than 65 per cent of ten (10) days'
37 pay, or the maximum allowed by Workers' Compensation, whichever is
38 less. The advance will be a no-interest loan to which the employee will
39 agree in writing to repay in full. The advance shall be fully repaid within
40 one month after all wage benefits owed by the Bureau of Workers'
41 Compensation have been paid. If an employee terminates employment or
42 receives disability retirement through School Employees Retirement
43 System, repayment must be made by the effective date of termination or
44 retirement. If the employee defaults on repayment, the amount owed will
45 be deducted from current earnings if on active pay status with the Board,

1 or, if no longer employed by the Board, legal action will be taken. If the
2 Bureau of Workers' Compensation denies wage benefits to the employee,
3 the same repayment or default conditions would apply.

4 E. If the employee chooses to apply for Workers' Compensation, there shall
5 be no loss or interruption of sick leave and seniority. For purposes of
6 vacation accumulation, a person who has completed the minimum number
7 of days to qualify for an additional step on the salary schedule shall also be
8 considered to qualify for appropriate accrued vacation for that year; a
9 person who has not met this minimum number of days shall have vacation
10 prorated according to the number of days worked.

11 F. Any employee summoned by the Workers' Compensation Board to attend
12 a workers' compensation hearing for a claim uncontested by the district
13 shall do so without loss of pay or benefits.

14 G. If a claim contested by the district is found at a later date to be in favor of
15 the employee, the district will reimburse the employee any time lost for
16 attending the Workers' Compensation Board hearing. In any event,
17 compensation will occur only when the employee has been summoned by
18 the Workers' Compensation Board to attend the hearing, rather than
19 attendance at the hearing by his/her own volition.

20 H. The Association and Board oppose the illegal use of drugs by any employee
21 and oppose the use of illegal drugs or alcohol which presents a significant
22 risk to safe and effective performance of job responsibilities. The parties
23 agree that it is in the best interest of the Board, Association, and all
24 students that the District be a drug and alcohol-free work place. The
25 Association and Board wholeheartedly support reasonable efforts by the
26 other to obtain and maintain this result.

- 27 1. The Association further recognizes the right and duty of the Board to
28 make, publish, and enforce rules and policies to assure this result.
- 29 2. The term "drug" includes cannabis, as well as other controlled
30 substances including alcohol as defined in the Ohio Revised Code. The
31 term "illegal drug usage" or "illegal drug abuse" includes the use of
32 cannabis or any controlled substance which has not been legally
33 prescribed and/or dispensed, or the abusive use of alcohol or a legally
34 prescribed drug.
- 35 3. Before any reasonable suspicion testing program commences, at least
36 four administrators appointed by the Superintendent and eight
37 members appointed by the OAPSE President shall attend training
38 offered by the Ohio Bureau of Workers' Compensation in the detection
39 and prevention of abuse of drugs or alcohol paid by the Board.
- 40 4. Employees may be tested for abusive illegal drug usage of drugs or
41 alcohol where there are reasonable grounds to believe that the employee
42 to be tested is abusing illegal drugs. Before an employee may be directed
43 to reasonable grounds testing, a committee composed of at least three

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- (A) Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.
 - (B) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance or alcohol abuse and does not appear to be attributable to other factors.
 - (C) The identification of an employee as a focus of a criminal investigation into unauthorized drug possession, use or trafficking.
 - (D) Repeated or flagrant violations of the Board's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use or substance use that may violate the Board's drug free workplace policy and do not appear attributable to other factors.
5. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the board's business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board's business, or within the scope of employment, and which results in any of the following:
- (A) A fatality of anyone involved in the accident.
 - (B) Bodily injury requiring off-site medical attention away from the employer's place of employment.
 - (C) Vehicular damage in apparent excess of \$2500, or
 - (D) Non-vehicular damage in apparent excess of \$2500.
6. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing shall be disciplined up to and including discharge.
7. Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs", and is listed on the Federal Register.

1 (A) Guidelines and Additional Requirements – Except as otherwise
2 provided, all drug testing will, as a minimum, be conducted in
3 accordance with the U.S. Department of Health and Human Services’
4 “Mandatory Guidelines for Federal Workplace Drug Testing Programs,”
5 as set forth in the Federal Register and at Board expense. In addition to
6 the “Guidelines”, urine samples will be separated into two containers at
7 the time of sample donation. One portion of the original urine sample
8 will be kept secure and chemically stable and made available for
9 verification of laboratory testing results. All alcohol testing will, as a
10 minimum, include the use of evidential-grade breath alcohol analysis
11 devices. Moreover, where a confirmatory test is performed directly on
12 blood, one portion of the sample will be kept secure and chemically
13 stable and made available for verification of laboratory testing results.

14 (B) Testing Positive

15 1. In the case of a “positive” test result, the employee will be so
16 advised by the appropriate representatives of the laboratory conducting
17 the test, on a confidential basis, prior to the reporting of the results to
18 the Employer, and the employee will have the right to discuss and
19 explain the results, including the right to advise the laboratory
20 representative of any medication prescribed by his/her own physician,
21 which may have affected the results of the test.

22 2. An employee testing “positive” will have the right to have the
23 secured portion of his/her urine or blood sample independently retested
24 by a HHS-certified laboratory of his/her choice and at his/her expense.
25 If the independent retest is “negative” the employee will be permitted to
26 resume work immediately and be reimbursed for the cost of such
27 independent test.

28 8. The Board shall encourage and refer the employee to participate in drug
29 and/or alcohol counseling, employee assistance, rehabilitation, and
30 other drug and alcohol abuse treatment programs. Employees who have
31 tested “positive” under these procedures will be encouraged to accept a
32 referral to such a Program.

33 9. Discipline

34 A. Confirmation – No adverse action or discipline will be taken against
35 an employee on the basis an unconfirmed “positive” result of a drug or
36 alcohol test. Confirmation of positive drug test results will be conducted
37 using the GCMS method or other method which may subsequently be
38 recognized by the U.S. Department of Health and Human Services as
39 the state-of-the-art for validity and accuracy of drug testing results.
40 Confirmation of positive alcohol test results will be conducted using a
41 second breath sample and a second analytic device. In addition, at the
42 option of the employee, a further confirmatory test will be performed on
43 a blood specimen using the Gas Chromatography method or other
44 method which may subsequently be recognized by the U.S. Government

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as the state-of-the-art for validity and accuracy of alcohol testing results.

B. Grievance Procedure – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

- 10. The Board shall pay for the first two (2) tests. Additional tests of the origin specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Board.
- 11. Subject to the provisions of this policy, employee confidentiality shall be maintained.
- 12. This Section shall be construed and applied so as to be consistent with the Americans With Disabilities Act.



1 **ARTICLE 9 - JOB DESCRIPTIONS**

2 A. The Administration will furnish the Association with a copy of the job
3 description of the school cafeteria employees.

4 B. The Association shall be notified not less than thirty (30) days in advance of any
5 changes in the job descriptions and the effective date of such changes. Job
6 descriptions existing as of the date of this Agreement shall be considered the original
7 descriptions.

8 C. A committee of at least two (2) OAPSE members and two (2) administrators
9 will meet to review and update job descriptions as posted in the District's Policy Book.
10 The purpose of this committee is to clarify duties of each position and not intended to
11 add responsibility to the positions.

1 **ARTICLE 10 - PERSONAL LEAVE**

2 A. All employees shall be granted up to three (3) days of paid personal leave
3 each contract year. Each unused personal leave day shall be converted to one day of
4 accumulated sick leave, which may result in an accumulated sick leave in excess of the
5 maximum otherwise provided in this contract. Unused personal leave itself is,
6 however, non-cumulative.

7 B. It is agreed that paid personal leave days are provided for legitimate business,
8 professional, personal, and family obligations an employee encounters which cannot
9 be met outside the regular work day. Typical of these obligations, although not all
10 inclusive are: court appearances (but not for purposes of initiating or engaging in
11 suits against others for any reason, or for contesting traffic citations), religious
12 holidays, graduation exercises, honors convocations honoring the employee or
13 members of his immediate family, and real estate transactions related to his/her
14 primary residence only, (but not for business or other for-profit real estate
15 transactions), nor simply to be present at the birth of a grandchild, unless there is no
16 other adult relative available to attend. The provision for paid personal leave is not to
17 be used to extend holidays or recesses, for the pursuit of sporting or recreational
18 interests, hobbies, avocations, other gainful employment, shopping, such activities as
19 yard maintenance, or to attend business trips with one's spouse or to attend a
20 stockholder's meeting of a corporation, or to act as a substitute for another person
21 while such person conducts personal, family, or business activities, for travel to or
22 from foreign destinations, or to participate in a wedding for anyone other than a
23 member of the immediate family as defined under sick leave. Application for paid
24 personal leave shall, except in emergencies, be made at least three (3) days prior to
25 the date of such leave on a form provided by the Administration, which form shall
26 require the employee to state in at least general language the reason for the paid
27 personal leave. In emergency situations, the employee must file the form within three
28 (3) days of return to work. So long as the paid personal leave is consistent with the
29 purposes of this paragraph, requests for one day shall automatically be granted.

30 C. Requests for two (2) or more consecutive days and for a day immediately
31 preceding or succeeding a holiday, vacation, or recess, must specify the reasons and
32 have the prior approval of the Superintendent, with the form for leave submitted no
33 less than 5 days before the day of intended use.

34 D. Personal leave may be deducted in accordance with the following schedule:

35 Persons employed for 2 hours or less may take only 1/2 and full days; persons
36 employed for more than 2 hours but not more than 4 hours may take 1/4, 1/2, and full
37 days; persons employed for more than 4 hours may take 1/4, 1/2, 3/4, and full days.

38 A "day" shall equate to the number of hours normally worked by the employee,
39 to determine the number of personal leave "days" used.

40 E. The Treasurer is specifically permitted to request such information on the
41 personal leave form as may be needed to calculate the amount of leave being
42 requested.

1 F. Personal leave may be preceded/succeeded by the use of sick leave as necessary,
2 as well as paid and unpaid vacation for those who are entitled to it. Employees may
3 combine sick, medical, and personal leave when necessary for medical reasons, and
4 when such leave is approved in advance of use; no other leave combinations are
5 acceptable. A true emergency, e.g., a failure of a common carrier to maintain its
6 schedule, negates the need for prior approval of personal leave or docked time, and
7 such occurrence shall not be penalized due to lack of prior approval, unless the failure
8 is shown to be the fault of the employee.

1 **ARTICLE 11 - OAPSE OR UNION LEAVE**

2 A. The Board agrees to permit local elected delegates/union representatives a total
3 of thirteen (13) days per year for union activities which cannot be accomplished
4 outside the regular work day with continued salary. Forty-eight hours' advance
5 notice shall be given prior to attending the annual OAPSE conference and all other
6 union leave requests shall require one (1) days prior notice. The person to take the
7 leave must make application on an appropriate form.

8 B. Any bargaining unit member who is elected as a State OAPSE officer (President,
9 Vice-President, Treasurer, Secretary) shall each be granted two (2) days per year to
10 attend duly called state meetings involving the officer's duty, provided that a
11 substitute is available (if such substitute is needed); and provided that forty-eight
12 hours' notice is provided the administration.

13 C. OAPSE or union leave is not cumulative.

14 D. The Board agrees to permit the Local President or his/her designee a total of
15 two (2) days per year leave for union activities which cannot be accomplished outside
16 the regular work day. However, one day's prior notice must be provided to the
17 supervisor for such leave to be taken; the person to take the leave must make
18 application on an appropriate form to take the leave.

19 E. No more than three (3) members of the bargaining unit may be granted OAPSE
20 or union leave on the same day, except with permission from his/her immediate
21 supervisor.

22 F. Union leave may be deducted on the same basis as the rules for use of personal
23 leave.

24 G. Union leave may not be used for strikes or strike-related activities.

25 H. The Union president or his/her designee will be compensated at his/her regular
26 hourly rate for up to 15 hours per year of meetings if such meetings are requested by
27 an administrator. The compensation will be paid upon presentation of a time sheet at
28 the end of the fiscal year, or upon completion of the 15 hours. Eligible meetings are
29 only those where the union president is specifically requested to meet with an
30 administrator for the purpose of clarifying the union's view on an issue. This does not
31 apply to grievance hearings, nor to any other meetings at which the union has
32 requested to be present, e.g., labor-management committee meetings, insurance and
33 calendar committees.

1 **ARTICLE 12 - EMPLOYEE EVALUATION**

2 A. An annual written evaluation of employees shall be made. The kitchen manager
3 will be required to complete written evaluations of each employee under her
4 supervision. The evaluator shall provide advice and direction for improving areas
5 rated negatively or shown as needing improvement. The evaluation shall be
6 completed by March 31. Before the final evaluation is submitted to the Food Service
7 Supervisor, the Kitchen Manager shall meet with the employee to review the draft
8 evaluation. The employee may attach a written response to the evaluation. The
9 employee must sign the forms used, to indicate he/she has seen the evaluation.
10 Negative evaluations must be discussed in person with the evaluator. Signature of the
11 form does not connote agreement therewith, but does show knowledge of its contents
12 and the fact that it will become part of the employee's personnel record. In the event
13 of an employee's refusal to sign, a notation to this effect shall be attached to the form.
14 The person who will conduct evaluations will be the Manager of Food Services. Upon
15 mutual agreement, the employee's Kitchen Manager may participate in any
16 conference. The administration shall have the right to design the evaluation form(s).
17 Such forms shall be presented to the union for review, comment, and suggestions.

18 A labor/management committee, composed of the Association President, two
19 (2) bargaining unit members appointed by Local 159 and two (2) members appointed
20 by the Superintendent, shall meet on a monthly basis at a mutually convenient time
21 to discuss and resolve bargaining unit specific problems.

22 B. The employee may make a timely reply (within three (3) working days) in
23 writing to the evaluation. The reply shall be annexed to the evaluation and shall
24 remain part of the evaluation record.

25 C. The employee may be accompanied by a representative at any meeting
26 evaluating his/her performance.

1 **ARTICLE 13 - PHYSICAL EXAMINATION**

2 A. 1. Physical and mental health is a condition of employment. An employee may
3 be required to submit annually a medical doctor's statement as evidence of such.
4 Examination for this purpose may be had without cost to the employee from a
5 physician appointed by the Board. Alternatively, an employee may elect to have an
6 examination from his/her own physician, in which case the Board will recompense
7 the employee the usual, customary, and reasonable charge for such examination.

8 2. For any health problem which has the potential of interfering with an
9 employee's exercise of his/her duties, or which causes a potential health or safety
10 problem for other persons, (including drug or alcohol dependency or addiction), an
11 employee may be required to undergo appropriate treatment.

1 **ARTICLE 14 - FORCE REDUCTION AND RECALL**

2 A. This shall be exclusive remedy for reducing the workforce by layoffs, and shall
3 not require the Board to fill any vacancy. When it becomes necessary due to lack of
4 work, lack of funds, or job abolishment to reduce the number of positions in a job
5 classification within the bargaining unit, this procedure shall be used:

6 1. The Superintendent shall meet with the Union to first discuss the potential
7 reductions. The number of people affected by such reductions will be kept to a
8 minimum by not employing replacements for those employees who otherwise leave
9 the employ of the district.

10 2. Members of this bargaining unit will be reduced based on seniority in order
11 from the lowest to the highest. Seniority shall be defined as the employee's
12 continuous length of service from the most recent date of hire by the Board.

B. Displacement

13 1. An employee laid off under the above provisions shall have the following
14 displacement rights in the following order:

15 a. Bump the least senior employee in the same classification with the same
16 amount of hours.

17 b. Bump the least senior employee in the same classification with more
18 hours, but not to exceed one-half (1/2) hour more.

19 c. Bump the least senior employee in the same classification with the next
20 less amount of hours, and then the next less amount of hours, etc.

21 d. If, after following the above displacement steps, the employee is not able
22 to displace an employee within his/her classification, the employee shall have the
23 right to bump the least senior employee in the next lower classification with the same
24 amount of hours.

25 e. Bump the least senior employee in the next lower classification with
26 more hours, but not to exceed one-half (1/2) hour more.

27 f. Bump the least senior employee in the next lower classification with the
28 next less amount of hours, and then the next less amount of hours, etc.

29 2. Displacement in the Cafeteria Department shall proceed in the following
30 manner for each named classification:

31 High School Manager (Class VI)

32 Middle School Manager (Class V)

33 Elementary Manager (Class III)

34 Helper (Class II)

35 3. Notice of the intent of a laid-off employee to exercise a displacement right
36 shall notify the Business Manager not later than the fifth (5th) working day following
37 receipt of the notice of layoff.

1 4. An employee who chooses not to bump another employee shall then be laid
2 off.

3 5. An employee who chooses to bump another employee must perform the
4 work assigned to him/her by the manager.

5 C. Recall Rights

6 Bargaining unit members laid off under Section A above shall have the following
7 recall rights.

8 1. For a period of two (2) years from the effective date of lay-off, the employee
9 retains the right to be recalled.

10 2. Laid-off employees shall be recalled in reverse order of layoff (the last
11 employee laid-off in a given classification shall be the first recalled to that
12 classification).

13 3. Notice of recall shall be sent by certified mail to the last known address of
14 the employee. Each employee is required to respond by certified mail or appear in
15 person at the office of the Superintendent/designee within ten (10) calendar days of
16 receipt of the notice. If the employee fails to respond or declines to accept the offered
17 employment within ten (10) calendar days of receipt of the notice, then the
18 employee's name shall be removed from the recall list. It is the responsibility of the
19 employee to maintain a current address and phone number on file with the Board.

20 4. Reinstatement lists shall be developed and maintained. Names of laid-off
21 employees shall remain on the list for period of two (2) years from the date of layoff.
22 All recalls shall be made in inverse order, i.e., the last employee laid off in a given
23 classification shall be the first employee recalled.

24 Notification of recall shall be given by certified mail. Any employee recalled
25 within a two (2) year period shall retain all previously accumulated seniority, but not
26 accrue seniority during the time of layoff.

27 D. General Provisions

28 1. At least thirty (30) days prior to the effective date of lay-off, the unit member
29 shall receive notice of such layoff. Notice shall include the effective date and the
30 employee's seniority date.

31 2. The Association shall be provided with a copy of the RIF list used by the
32 Board in implementing layoffs under this Article. The list will be provided at least
33 thirty (30) days prior to the initial lay-off. Copies of such listing shall be posted in a
34 prominent place.

35 3. Employees on layoff status shall have the rights accorded them under federal
36 law (COBRA).

37 4. a. For purposes of layoff, displacement and recall, seniority shall be defined
38 as continuous length of service from the most recent date of hire by the Board.

39 b. Where two employees have the identical seniority date, the tie shall be
40 broken by:

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1. The date of the employee's first day of accrued earnings as a cafeteria food service substitute or regular employee and

then;

2. Flip of a coin.

5. Payment for accrued overtime and unused compensatory time shall be paid at the time of layoffs or within thirty (30) days thereafter, at the employee's option.

6. "Days" for purposes of Article 14 shall be defined to mean calendar days.

7. For the purpose of defining seniority during the period of time an employee is on a leave of absence, the following provisions shall prevail:

Seniority shall not accumulate while the employee is on the following leaves in excess of sixty (60) accumulative days:

Leave without Pay

Maternity & Paternity leave

Career and Job Related leave

Force Reduction & Recall

Seniority shall continue to accumulate during the following leaves:

Vacation

Worker's Compensation

Personal leave

Sick leave

Assault leave

Military leave

Union leave

Jury duty

Medical leave

Seniority shall be defined as the employee's continuous length of service from most recent date of hire by the Board of Education.

Any reference in this contract contradictory to this definition of seniority as it may relate to the leaves of absence listed above is null and void.

8. In the event that insufficient work exists to fill a full-time vacancy, the Board may initiate the reduction-in-force rules and procedures. In no case will the Board reduce any position in hours solely to avoid the offering of benefits to an employee.

1 **ARTICLE 15 - JOB BID PROCEDURE**

2 A. When a vacancy occurs or a new job is created, the Employer shall post notice of
3 the opening for five (5) working days. All job postings shall be sent to the cafeterias
4 two (2) days in advance of the posting date. The notice shall contain the job title,
5 qualifications, rate of pay, and area or location of the vacancy. Employees who wish
6 to be considered for the vacancy must make application for the position in writing, on
7 a form supplied by the Employer through the Personnel Department, by the end of
8 the posting period. A copy of the application form shall be retained by the employee.
9 The Board shall be the sole determiner of whether a vacancy exists, and of the need to
10 post and fill any vacancy. The Board may determine that a vacancy exists where an
11 employee resigns, is transferred or is terminated, or upon the creation of a new
12 position. Before the Board acts to either reduce the hours of vacancy or to not fill a
13 vacancy, the affected kitchen manager and the Union President shall be invited to a
14 meeting with the Food Service Supervisor within two (2) weeks of the vacancy being
15 created, should the Board determine that the vacancy will not be filled. During this
16 meeting the Food Service Supervisor will state the reasons(s) for the Board's
17 determination.

18 B. In filling a vacant position, the following procedures and standards shall be
19 followed:

20 1. Seniority shall prevail if the applicant is bidding on a position within the
21 same job classification that the applicant is currently employed in.

22 2. Qualifications, classification, and seniority shall be the determining factor in
23 filling all other openings, with qualifications being given emphasis. When applying
24 for any managers position, qualifications shall be the determining factor in filling the
25 position. Qualifications shall be determined by the Employer, shall be listed in the
26 job posting, and shall be derived from the job descriptions. Knowledge of kitchen and
27 food service operations, procedures and equipment, along with math and English
28 skills, may be measured by an objective, written test or by a practical skills test. Such
29 a test or tests, when used, shall be administered under standardized conditions to all
30 applicants receiving final consideration for the vacancy. While a minimum passing
31 score may be set, the test will not be deemed a "pass/fail". Other instruments and/or
32 procedures, including an examination of a candidate's past experience in similar
33 environments but not amenable to objective, pencil and paper testing, may be used to
34 measure qualifications along with the results of any written and/or practical exams to
35 ascertain total qualifications. When applicants are determined to be equal in
36 qualification, then classification will come next and then seniority. All applicants
37 shall be notified as to whether or not they have been awarded the position.

38 When a member is awarded a new position, such member shall receive the
39 necessary training to complete the assigned job by their respective kitchen manager
40 or a designee.

41 3. All bargaining unit members who apply for an opening will be granted an
42 interview. The employee awarded a vacant position shall serve a probationary of
43 thirty (30) working days within the classification and forty-five (45) working days to a

1 higher classification. If job performance is unsatisfactory or the employee so desires,
2 the employee shall be reassigned to his/her former position at the wage earned prior
3 to awarding of the vacant position. A substitute may fill the vacant position not to
4 exceed the probationary period during the process above.

5 4. Once a job has been posted and bids accepted, the job shall be filled,
6 provided a qualified candidate has applied, as stated in Article 15, B, 2.

7 C. The OAPSE President shall receive notice of all vacancies, postings and
8 selections. The employer shall send a copy of all postings to the union.

9 D. Seniority shall be defined as continuous length of service with the Employer
10 from the most recent date of hire within his/her particular classification. Where two
11 employees have the identical seniority date, the tie shall be broken by:

12 1. The date of the employee's first day of accrued earnings as a cafeteria
13 food service substitute or regular employee and then;

14 2. Flip of a coin.

15 E. Classification Pay

16 A cafeteria helper who substitutes for one (1) day for a cafeteria manager shall
17 receive, starting on the first day, salary on the manager's schedule at the same step
18 the helper gets paid on the cafeteria helper schedule.

1 **ARTICLE 16 - SICK LEAVE**

2 A. All bargaining unit members will be granted one and one-fourth (1 1/4) sick
3 leave days per completed month (fifteen (15) days total per year) in accordance with
4 O.R.C. 3319.141. Unused sick leave for purposes of sick leave use only shall be
5 unlimited in accumulation. Sick leave may not be used when an employee is
6 employed (including self employed) outside the district. Falsification or abuse of sick
7 leave may result in penalties in accord with 3319.141.

8 B. All bargaining unit members may, upon written request, be granted an ad-
9 vancement of up to fifteen (15) days or the balance due for the current contract year,
10 if needed.

11 C. Newly appointed bargaining unit members shall be advanced five (5) sick leave
12 days. This is not accumulated in addition, but is part of the fifteen (15) days to be
13 earned in the contract year.

14 D. All bargaining unit members shall qualify for sick leave with full pay and
15 benefits for:

- 16 1. Personal illness
- 17 2. illness or disability due to pregnancy
- 18 3. illness or disability due to childbirth
- 19 4. Injury
- 20 5. Exposure to contagious disease
- 21 6. Absence due to illness, injury or death in the immediate family. The
22 employee's immediate family shall be defined as: father, mother, sister,
23 brother, spouse, children, father-in-law, mother-in-law, grandparents,
24 step-parents, stepchildren, and grandchildren, wherever they may reside,
25 or any relatives living in the same household or persons for whom the
26 employee has primary care responsibilities and "durable power of
27 attorney" for health care. In the event of death, the definition of
28 immediate family shall also include the employee's aunt, uncle, brother-
29 in-law, sister-in-law, daughter-in-law, and son-in-law. Adoption of child
30 2 years or less in age, not to exceed 6 weeks.
- 31 7. Pregnancy/childbirth sick leave is limited to 6 weeks, unless a physician
32 certifies the necessity for a longer period.
- 33 8. Sick leave may not be used to act as a substitute for another person,
34 regardless of relationship, so that the other person may carry out his/her
35 job, family, or other personal responsibilities; nor may it be used simply
36 to observe or witness the birth of grandchildren. Personal leave may be
37 used for this last purpose as provided in Article X.

38 E. Report forms are to be completed within three (3) workdays of return to duty.

39 F. OAPSE may establish a sick leave bank which may, after demonstration and
40 explanation, be honored by the Board.

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G. The designated beneficiaries of bargaining unit members who pass away and have completed at least 15 years of service will receive 15% of the member's accumulated but unused sick leave earned to date of death. Percentage will increase by 1% for each added year of service for a maximum of 25% after 25 years.

1 **ARTICLE 17 - SEVERANCE PAY**

2 A. At the time of retirement from the Willoughby-Eastlake Public Schools, the
3 retiree will be eligible for severance pay for the number of days equal to thirty percent
4 of the actual accumulated sick leave days. The total number of days shall include
5 carry-over sick leave days and any unused portion of the fifteen days for the current
6 year, and all unused personal leave that has been converted to sick leave. "Carry over
7 days" include carry-over of accumulated sick leave from previous years and any
8 unused portion of the fifteen days for the current year. They also include all unused
9 personal leave that has been converted to sick leave. Unused sick days shall be
10 cumulative up to two hundred sixty (260) days plus any accumulated personal leave
11 days converted to sick leave.

12 For example:

13 230 carry-over sick leave days
14 15 sick leave credited for current year
15 15 converted personal leave days
16 260 credited days X .30 = 78 days severance pay
17

18 B. 1. Payment will be made in one lump sum and the rate of pay will be that of the
19 final daily rate of the employee. Eligibility for a valid claim is dependent upon written
20 evidence from the State Retirement System within one (1) calendar year of retirement
21 from the Willoughby-Eastlake City School District that the retiree is receiving
22 retirement checks from the specific State Retirement System (SERS), or that the
23 employee is eligible to retire and meets the SERS requirements and chooses to
24 withdraw his/her retirement funds. The employee shall provide evidence that
25 withdrawal has occurred.

26 2. Payment will be made in the same calendar year as the date of retirement
27 when feasible; otherwise, no later than 90 days from the date of retirement, except as
28 provided in the case of a retirement incentive.

29 3. Severance pay shall be made only once to any bargaining unit member.
30 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave
31 credit accrued by the employee.

32 4. If an employee dies after retiring in accordance with the above items on
33 severance pay, but prior to submission of eligibility evidence, the severance pay shall
34 be paid to the most recently named beneficiary as submitted in writing to the Board
35 Treasurer prior to the employee's death.

36 5. The Board and Association may enter into a severance pay deferral plan by a
37 Memorandum of Agreement, at any time during this contract.

1 C. Retirement Incentive Bonus

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

5 1. Qualification Requirements -- The employee must meet all of the following criteria
6 at the time of application:

7 a. Be under contract and a member of the OAPSE bargaining unit as
8 defined by Article 2 of the agreement.

9 b. Have completed a minimum of ten (10) years of service in the
10 Willoughby-Eastlake School District.

11 c. Be eligible to retire under SERS requirements.

12 d. Retire within the first year or second year of becoming eligible to
13 retire under SERS requirements.

14 e. Retirement must be effective on or before July 1 or August 1 of
15 either the first or second year of eligibility.

16 f. File a letter under this plan by March 1, by submitting a letter of
17 resignation for the purpose of retirement to the Personnel
18 Department contingent on actual SERS approval of retirement.

19 2. Incentive Provisions -- Employees eligible to retire under the preceding
20 qualifications shall receive \$5,000 if they retire in accordance with the guidelines
21 of this program by July 1 or August 1 of their first year of eligibility. Eligible
22 employees who choose not to retire in the first year of their eligibility may retire
23 by July 1 or August 1 of their second year with an incentive of \$2,500. Employees
24 who are eligible and elect not to retire within their first two (2) years of eligibility
25 will not be eligible to receive any retirement bonus.

26 For retirements during the term of this contract, an employee must submit a
27 letter of intent at least ninety (90) days before the date of retirement.

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

33 4. Payment Procedures -- The Board of Education will pay the retirement
34 incentive and severance pay in two payments beginning in January of the next two
35 succeeding years, with 60% paid on the first payment and 40% of the total in the
36 second payment.

37 5. Program Exclusions -- The following conditions will cause a bargaining unit
38 member to be ineligible to participate in this retirement incentive program:

39 a. terminated, non-renewed, or resigned prior to September 1, 2010;

40 b. failure to meet deadlines as listed in this agreement;

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c. currently retired and/or receiving retirement benefits from SERS.

4. Any bargaining unit member who has been elected and is serving in an elected Association officer position shall have his/her first and/or second year of eligibility deferred while serving in the position.



1 **ARTICLE 18 - JURY DUTY**

2 An employee who is called to serve on a jury shall file notice with the Assistant
3 Superintendent. The employee will remit to the Treasurer any compensation received
4 for jury duty within 10 days of receipt, except for any expenses such as parking, food,
5 and transportation/mileage. If the jury duty by the employee would create a definite
6 hazard or hardship in a given school, the Superintendent may request the employee
7 be released from jury duty. This provision will be applicable only during the
8 contracted school year. Summer work positions do not carry paid sick, personal or
9 other leave, including jury duty.

1 **ARTICLE 19 - PLACEMENT ON SALARY SCHEDULE**

2 Newly hired bargaining unit members may be granted up to five (5) years credit for
3 previous experience for placement on the salary schedule. Unit members will receive
4 incremental advances on the schedule when in accord with this Article and the
5 established salary schedule. Service credit for work in any W-E bargaining unit other
6 than this local 159 will not be applied for any purpose whatsoever, including salary
7 placement or other benefits.

8 To be eligible for the experience credit or for the yearly increase, an employee must
9 have served the school district 120 work days of the contract year. A job-related
10 physical injury for which an employee requests medical leave will be counted as time
11 serving the district for the pay increment.

1 **ARTICLE 20 - CALAMITY DAYS**

2 A. Employees shall be paid, within limits established by law, their appropriate rate
3 of pay for all days or part of a day when schools in which they are employed are closed
4 owing to an epidemic or other public calamity.

5 B. Any employee who is required to work for the Board of Education on a calamity
6 day shall be compensated at one and one half (1 1/2) times his/her regular rate of pay
7 for hours worked, in addition to his/her pay for calamity days. Minimum call in pay
8 for this purpose will be one hour.

9 C. Employees who arrive at work prior to the public (T.V., radio, etc.) or personal
10 (telephone) notification of school closing, shall be paid a minimum of one hour at
11 their regular hourly rate.

1 **ARTICLE 21 - LEAVE OF ABSENCE**

2 A. Medical Leave - Upon written request (form B) of a regular contract employee,
3 the Board of Education may grant unpaid medical leave for a period of not more than
4 two (2) years. Medical leave is available only for the employee, employee's spouse,
5 employee's children or foster children, or an individual for whom the employee has a
6 medical power of attorney. An employee who fails to return to work at the conclusion
7 of his granted leave shall be terminated. When an employee is granted a medical
8 leave due to illness or disability, he will be paid the balance of his earned wages with
9 appropriate deductions made for Federal, State and City tax; retirement costs;
10 balance of Association dues; and any other deductions authorized by him/her.

11 The medical leave may be terminated by the employee by notifying the Assistant
12 Superintendent, in writing, fourteen (14) days prior to his intent to return to work.
13 This intent must be supported by a doctor's signed certification permitting his return
14 to his regular work assignment. The Board shall notify, in accordance with O.R.C.
15 3319.081 and 3319.13, the replacement employee and place the regular employee
16 back to that position vacated by the employee's absence.

17 While on medical leave of absence, the employee shall cease to accumulate sick
18 leave. The Board will pay its full share of all hospitalization premiums for a period
19 not to exceed one (1) year. Hospitalization beyond one (1) year shall be handled in
20 accordance with provisions of federal law. These arrangements are the responsibility
21 of the employee.

22 A person gainfully employed while on medical or other leave shall be eligible for
23 health insurance coverage by paying the monthly full insured equivalent premium
24 charges for the insurance plan, prorated to the number of days on leave. "Fully
25 insured equivalent" is defined under the article on insurance benefits. Upon return to
26 district work, the employee shall return to his/her previous insurance benefit status,
27 unless there has been a change in such status pursuant to eligibility as defined in the
28 article on insurance. To be eligible for a second period of medical leave with any
29 health benefits, with or without fee payment. The employee must return to work for at
30 least one school year subsequent to the previous medical leave. No more than two
31 short-term unpaid medical leaves (minimum of 30 calendar days each) may be
32 granted in any school year; if more are needed, a full school year's leave must be
33 taken; during such year, insurance eligibility will continue as previously discussed.

34 B. Assault leave - "Assault" shall mean the causing of physical harm to an
35 employee by any person, when the employee charges such person with an offense
36 prohibited by Title Twenty-Nine (29) of the Ohio Revised Code. Members of the
37 bargaining unit who are absent from work due to a physical disability resulting from a
38 physical assault on his/her person, when such assault occurs on district premises and
39 during the course of the employee's performance of his/her duties as an employee of
40 the district, or during the employee's attendance at any school event or activity at
41 which such attendance by the employee is required or ordered by the district
42 administration, or in the course of transporting students or material to or from said
43 premises, shall be granted assault leave according to the following rules:

1 1. No more than sixty (60) days per calendar year may be used for assault
2 leave.

3 2. To qualify for assault leave, the employee shall furnish to the Board a
4 certificate from a licensed physician, stating the nature of the disability and its likely
5 duration. The Superintendent may require a licensed physician's statement justifying
6 the continuation of the leave at any time during the leave.

7 3. An assaulted employee, and any other employee who has knowledge that
8 such an assault upon an employee has occurred, shall immediately report such assault
9 to his/her immediate supervisor. In the absence of such immediate supervisor, a
10 report shall be made to the building principal, to the Associate Superintendent for
11 Instruction, the Assistant Superintendent, Associate Superintendent for Business, or
12 the Superintendent. Such a report shall include all facts within the employee's
13 knowledge regarding said assault.

14 4. An Assault Leave Form shall be completed by the employee before any
15 assault leave shall be granted.

16 5. Assault leave shall not be cumulative from year to year.

17 6. Payment for assault leave shall be at the assaulted employee's rate of pay in
18 effect at the time of the assault. Payment under this provision shall constitute the
19 employee's entire compensation from the Board during the period of physical
20 disability and shall be in lieu of any payments under Chapter 4123 of the Ohio
21 Revised Code.

22 7. Falsification of a statement for assault leave is grounds for suspension or
23 termination of employment.

24 8. Assault leave shall not be charged against sick leave.

25 C. Leave without Pay

26 No employee is entitled to leave of absence except as provided in the terms of
27 this negotiated agreement, with the exception that, upon an application by an
28 employee and the recommendation of his/her immediate supervisor, a leave without
29 pay in any calendar year may be granted, upon the approval of the Superintendent or
30 his/her designee. Each request shall be judged on its individual merit. Such leave
31 may be used under the following rules:

32 1. It may be used only in whole-day increments; a day shall be defined as the
33 employee's normal workday.

34 2. Such leave shall not be cumulative from year to year.

35 3. An employee does not have a vested right in leave without pay, i.e., no
36 person is automatically entitled to such leave by virtue of his/her employment in the
37 district.

38 4. Leave without pay is to allow for extraordinary circumstances which arise for
39 any employee. It is not to be used simply for the employee's convenience.
40 Prohibitions against use of leave without pay shall include, but not be limited to, real
41 estate transactions or other activities related to an employee's business ventures, for

1 the simple extension of a holiday or recess, for pursuit of sporting and recreational
2 interests or hobbies, for other gainful employment, for shopping, or for legal actions
3 in court unless summoned by a court to appear.

4 5. Requests for such leave should be submitted at least one week in advance of
5 the effective day of the requested leave.

6 6. Leave without pay may not be used as a substitute for personal or sick leave.

7 7. Leave without pay may be granted for the purpose of working at a polling
8 place during an election, but personal leave may not.

9 8. Failure to obtain advance approval for a leave without pay shall be cause for
10 disciplinary action if the leave is taken.

11 9. Requests for leave without pay must be submitted and approved in
12 accordance with the district's Table of Organization. A request may be denied at any
13 point in that Table.

14 10. Leave taken immediately before or after a holiday, vacation, or other break
15 may cause additional deductions from pay, in accordance with other provisions of this
16 collective bargaining agreement.

17 11. In the event leave without pay ("docked time") is taken without prior
18 approval, or taken when approval has been denied, the employee's pay will be
19 docked; a second such occurrence will be charged at two times the normal pay rate;
20 the third occurrence will result in a suspension without pay for three days, in addition
21 to the two times normal rate deduction. If another incident occurs, the employee will
22 be terminated.

23 D. Maternity and Paternity Leave - Leave without pay or a period not to extend
24 beyond two (2) years shall be granted to bargaining unit members requesting
25 maternity or paternity leave (pregnancy or infant adoption related). The date
26 established for the beginning of such leave shall be filed with the Associate
27 Superintendent for Business at least six (6) weeks prior to the beginning of the
28 requested leave except that this provision may be waived by the Superintendent.

29 If the bargaining unit member commences maternity/paternity leave during the
30 contract year and has not completed one hundred twenty days of service (including
31 paid leave), that year shall count as the first year of two (2) years of eligibility.

32 For clarification, pregnancy related maternity and paternity leave applicants
33 have three options:

34 1. Use sick leave as described under Sick Leave.

35 2. A combination--a bargaining unit member may use sick leave and apply for
36 maternity leave shortly after the baby is born and be granted a leave of up to two (2)
37 years;

38 3. A bargaining unit member may decide not to use sick leave and apply for
39 maternity leave prior to delivery and be granted a leave for up to two years.

40 4. Take leave as provided under terms of FMLA.

1 Reinstatement from such leave shall be at the beginning of the contract year,
2 except where the Superintendent and the bargaining unit member agree to a different
3 time. Requests for reinstatement should be presented to the Superintendent at the
4 earliest possible date, but no later than three (3) months prior to the desired date of
5 return to work.

6 Bargaining unit members who commence a leave under this provision and
7 who have completed one hundred twenty (120) days of service, including paid leave,
8 shall have the Board portion of their hospitalization premiums paid for a maximum of
9 four months.

10 E. Military Leave

11 1. Military leave will be provided in accordance with ORC 3319.085.

12 2. The Superintendent/designee shall review each application for military
13 leave.

14 3. Disposition of the application shall be made promptly and notice thereof
15 forwarded to the applicant, the appropriate administrator, the Treasurer, and a
16 record made for the applicant's file.

17 F. Career and Job-Related

18 1. Upon written request, the Board of Education may grant a leave of absence
19 for a period of not more than two years for education and training which is related to
20 their job.

21 2. Upon written notice of return from leave of absence, the Board may
22 terminate the employment of the person hired for the purpose of replacing the
23 regular employee on leave.

24 3. The Board will not be obligated to allow the employee to return from leave
25 until the expiration of the leave requested.

26 4. An employee may present to the Associate Superintendent for Business or
27 Business Manager a proposal in writing to attend workshops, lectures, training
28 courses, community college courses, or other forms of training, along with direct cost
29 information (e.g., registration and instructional fees, tuition, books and other
30 materials) on such courses or training. Such training must be related in some
31 reasonable way to the employee's current job assignment. No union workshops may
32 be included. Upon approval by the Associate Superintendent for Business or
33 Business Manager, and upon successful completion of training, the direct cost of such
34 training shall be reimbursed by the district. In addition, a one-time stipend of \$100
35 to \$300 shall be given to the employee, with the amount to be determined by the
36 Associate Superintendent (or Business Manager) based upon the nature and length of
37 the training received. The amount of the stipend shall be decided at the time the
38 approval is given to take the training.

39 G. Employees returning from an authorized unpaid leave of absence shall be
40 returned to their previous position or a similar position, unless another personnel
41 action is taken pursuant to this contract.

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H. Family Medical Leave Act

1. A bargaining unit member is entitled to twelve (12) workweeks of family leave during any twelve (12) month period for purposes described in the "family and medical leave act of 1993" or subsequent amendments, i.e., such leave may be used for:
 - a. The birth of a son or daughter in order to care for the son or daughter;
 - b. The placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
 - d. To care for the employee's own serious health condition that renders the employee unable to perform the functions of the job;
 - e. Such other purposes as federal law provides.
2. This leave shall be unpaid except to the extent that the employee has paid sick leave, personal leave, or vacation available.

The twelve (12) workweeks include the time on sick leave as provided above, unpaid "child rearing" leave, or unpaid medical leave.
3. Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.
4. All group health insurance benefits shall be maintained and paid for by the board during the family leave as if the employee was not on leave.
5. On return from family leave, the employee is entitled to be restored to the same position held when the leave began or to the most equivalent position if the same position is filled by another bargaining unit member as the result of a new hire or voluntary transfer.
6. This section is not intended to deprive an employee of any greater right contained in any other section of the contract or of state and federal law.
7. An employee may not be gainfully employed with another employer nor engage in self-employment while on FMLA or other sick or medical leave from the willoughby-eastlake city school district, unless a physician's certification is submitted confirming specifically that the employee is capable of the specific non-district work, but not able to carry out the functions of his/her district job; the employer also has the specific right to demand a physician's statement at any time and to require the employee to complete a medical examination by a physician appointed by the board. Complete information regarding FMLA appears in the appendix to this agreement.

1 **ARTICLE 22 - UNIFORM REIMBURSEMENT**

2 All cafeteria employees must wear a uniform. All cafeteria employees shall be
3 given a uniform allowance of \$220.00 for 2010-11. Any employee hired, recalled, or
4 returning from an approved leave of absence who starts work at the beginning of the
5 school year shall receive the uniform allowance upon submission of receipts between
6 August 1 and November 30 and paid by December 30th. Any employee hired,
7 recalled, or returning from an approved leave of absence more than thirty (30) days
8 after the first day of work for the school year shall receive a pro-rated uniform
9 allowance, which amount shall be determined by dividing the total annual allowance
10 by the number of months in the employee's work year, and then multiplying that
11 amount by the number of months the employee will work that year. Employees must
12 furnish receipts for uniform items purchased. Only uniform items with receipts will
13 be reimbursed. Undergarment costs will not be reimbursed.

14 Uniforms will be made up of "scrub" type pants in any hue but will be solid in
15 color; uniform type tops or tops bearing the "Willoughby-Eastlake" logo and non
16 canvas closed toe shoes that are primarily white.

1 **ARTICLE 23 - TRAVEL ALLOWANCE**

2 When employees are required to travel as part of their job in their own personal
3 vehicles, or where employees are assigned to more than one building during the
4 course of the work day, the employee shall be paid mileage at the IRS rate in existence
5 at the time of the expense; however, no retroactive mileage reimbursement shall be
6 granted.

1 **ARTICLE 24 - HOLIDAYS**

2 A. All employees shall be paid for legal and Board declared holidays which occur
3 during the employees assigned work year.

4 1. An employee will not qualify for a paid holiday if he/she has not accrued
5 earnings on his/her next following scheduled work days before and after the seven
6 legal and two Board granted holidays.

7 B. The following nine (9) holidays will be granted:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day

8 C. Any employee required to perform work on a paid holiday, shall be paid at the
9 rate of time and one-half (1 1/2) in addition to his/her daily rate.

1 **ARTICLE 25 - PERSONNEL RECORDS**

2 Personnel files shall be maintained in accord with the following provisions:

3 A. Personnel records shall be kept up-to-date and on file for reference at all times.
4 Each employee shall have the right, by appointment, to review the contents of his/her
5 personnel file. A representative of the Association may at the employee's request
6 accompany the employee in reviewing his/her personnel file.

7 B. Access to the personnel file shall be available during regular office hours to the
8 employee and/or his /her representative upon appointment. Access shall be provided
9 within a reasonable time (e.g., within 48 hours unless not practical). The review of
10 the file shall be in the presence of the Superintendent/designee. Neither the file or
11 any part thereof shall be removed from the office by the employee or
12 Superintendent/designee. Privileged information such as confidential credentials
13 and related personal references normally sought at the time of employment are
14 specifically exempted from such review.

15 C. Any materials placed in an employee's file shall carry the date of enclosure and
16 initials of the Superintendent or designee. It shall be signed and dated by the
17 employee. This shall be witnessed by a Union official who shall also sign and date the
18 material. If the employee refuses to sign the material, then the Union official shall
19 sign and indicate that the employee refused to sign. Anonymous letters and materials
20 shall not be placed in an employee's file, nor shall they be made a matter of record.

21 D. The employee will be given a copy of any written records of reprimands or
22 disciplinary action which is placed in his/her personnel file.

23 E. Any written record of reprimand or disciplinary action may be removed from
24 his/her file after two (2) years by specific written request from the employee to the
25 Assistant Superintendent, within five (5) working days after the written request has
26 been received. Failure to remove the requested record may be appealed to the Board
27 of Education in an executive session of the Board, after communicating a request to
28 the Superintendent. All such items removed from a bargaining unit member's
29 personnel file will be kept in a separate file in accordance with the Public Records law.

30 In the event that the Board receives a request for access to a bargaining unit
31 member's personnel file, the bargaining unit member will be notified.

32 F. Nothing in this article shall preclude the right of seeking removal of documents
33 from the personnel file pursuant to ORC 1347.

34 G. Email which meets the definition of a public record will be treated as such.

1 **ARTICLE 26 - ASSOCIATION PARTICIPATION AT BOARD MEETINGS**

2 A. The Board of Education recognizes the importance of the Association at the
3 Board of Education meetings and, therefore, extends to the Union the courtesy to
4 address any issue of concern during the public participation portion of the agenda. It
5 is expected that when an Association position is stated by the President of the
6 Association or his designate, it will be publicly identified as such.

7 B. Further, it is agreed that to service full understanding of the proposed Board
8 discussion at meetings, agendas will be forwarded to the designate of the Association
9 in the Board determined pattern for the distribution of agendas in advance of the
10 meetings.

1 **ARTICLE 27 – INSURANCES**

2 Health insurance plans are described in an appendix to this agreement.

3 Dependent coverage ceases at ages as prescribed in state and federal law. Ex-
 4 dependent coverage shall be provided in accordance with COBRA rules and
 5 applicable law. The Board reserves the right to select/change carriers for any
 6 insurance plan.

7 Definition: in all cases in this contract, the term “fully insured equivalent” shall refer to
 8 the charges for each item of coverage, i.e., medical, prescription drug, dental, vision, and
 9 hearing, as shown in table 1, below. (Amounts are adjusted annually.)

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TABLE 1

DEFINITION OF FULLY INSURED EQUIVALENT

PLAN: SINGLE COVERAGE		
1	MEDICAL	\$ xxx.xx
2	PRESCRIPTION DRUG	\$ xxx.xx
3	DENTAL	\$ xxx.xx
4	VISION	\$xxx.xx
5	HEARING	\$xxx.xx
SINGLE COVERAGE TOTAL FIE:		\$XXX.XX

PLAN: SINGLE PLUS ONE COVERAGE		
1	MEDICAL	\$ xxx.xx
2	PRESCRIPTION DRUG	\$ xxx.xx
3	DENTAL	\$ xxx.xx
4	VISION	\$xxx.xx
5	HEARING	\$xxx.xx
SINGLE PLUS ONE TOTAL FIE:		\$XXXX.XX

PLAN: FAMILY COVERAGE		
1	MEDICAL	\$ xxx.xx
2	PRESCRIPTION DRUG	\$ xxx.xx
3	DENTAL	\$ xxx.xx
4	VISION	\$xxx.xx
5	HEARING	\$xxx.xx
FAMILY TOTAL FIE:		\$XXXX.XX

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(For those persons entitled to coverage under cobra law, the amount may also include a 2% administrative fee, calculated on the basis of the total fie shown in table 1, above.)

A. Eligibility

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TABLE 2
EMPLOYED BEFORE 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
≤ 19	None	None	\$0
≥ 20	Single	Medical Drug Dental Vision Hearing	\$20/mo. Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
≥ 20	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
≥ 20	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

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Those persons employed on or after september 1, 2006 shall be eligible for health insurance (medical, drug, dental, vision, and hearing) as displayed in table 3, below.

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TABLE 3

EMPLOYED AFTER 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
≤ 19.99	None	None	\$0
20-24.99	Single	Medical Drug Dental Vision Hearing	\$20/mo. + 35% Single FIE Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
20-24.99	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo. + 35% Single +1 FIE Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
20-24.99	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20-24.99	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20-24.99	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20-24.99	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20-24.99	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

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TABLE 3 (Continued)

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EMPLOYED AFTER 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
25-29.99	Single	Medical Drug Dental Vision Hearing	\$20/mo.+15% Single FIE Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
25-29.99	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo.+15% Single +1 FIE Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
25-29.99	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. + 15% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25-29.99	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. + 15% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25-29.99	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. + 15% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25-29.99	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. + 15% Family FIE) Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25-29.99	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. + 15% Family FIE) Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

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TABLE 3 (Continued)

EMPLOYED AFTER 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
≥ 30	Single	Medical Drug Dental Vision Hearing	\$20/mo. Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
≥ 30	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
≥ 30	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

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TABLE 4

DRUG CO-PAYS FOR ALL EMPLOYEES WHO RECEIVE HEALTH INSURANCE

RETAIL (30-DAY SUPPLY)	
Multi-source brand name	\$30
Single-source brand name	\$15
Generic	\$10

MAIL ORDER (90-DAY SUPPLY)	
Generic	\$15

*Deductibles, co-pays, maximums, etc., as set forth in plan described in appendixes in this document.

In all cases, FIE refers to Fully Insured Equivalent, as defined elsewhere in this contract. Deductibles, co-pays, maximums are set forth in insurance plan as displayed in the appendix to this contract.

The monthly charge for dependents ages 26 and 27 are determined annually by the carrier, and are in addition to charges determined by size of family shown in Tables 2 and 3. Dental and vision coverage is not provided to dependents over age 24.

2. The administration shall provide all new employees who are eligible for insurance with insurance enrollment applications along with their contracts to be filled out immediately. It is expected that this procedure will guarantee automatic coverage without a medical examination. After 31 days of employment, evidence of insurability is required. Such medical examination shall be at the employee's expense.
3. In the event an employee loses insurance because the employee's spouse loses his/her insurance coverage due to a layoff, death, etc., the employee may enroll in the district's insurance program, as provided by law. If the employee has received the insurance "waiver" provided elsewhere in this article, such waiver shall be reimbursed to the district.

B. Coverage

1. The preferred provider plan (PPO) as described in the appendix to this agreement shall be considered the "base plan", with any other medical plan(s) as the "optional plan". The district agrees to continue the coverage set forth in either plan, and is not obligated to commit to provide that coverage through a plan bearing that name or the same carrier. Should an optional plan be made available, and such plan costs more than the base plan, employees electing to participate in the optional plan shall pay, in addition to the contributions set forth in the tables shown above for the base plan, 100% of the annual difference in cost between the optional plan and the base plan, for the coverage (single, single plus one, or family) selected by the employee. The Board shall provide each employee and dependents with the health plan benefits as they are described in the appendices to this agreement. (The Board reserves the right to select the carrier for each plan).

1 2. The administration will make every reasonable effort to provide that
2 neither the insured employee nor any member of his/her family need
3 see any insurance representative in order to be covered; however, the
4 employee must send in his/her enrollment card promptly.

5 3. The Board will provide a group dental insurance plan for eligible
6 employees to be effective during the term of this contract. The full
7 cost of this program and increases therein shall be paid by the Board
8 for individual coverage.

9 The Board shall provide a Prescription Drug Program for both single
10 and family and pay the full costs of same for employees eligible for
11 health insurance.

12 Maintenance drugs may be obtained via mail order, and must be so
13 obtained after the first purchase at retail.

14 The prescription drug policy shall include a generic mandate. If the
15 member or spouse or dependent chooses a brand-name drug when a
16 generic is available, the employee will pay, in addition to the co-pay
17 set forth above, the full difference in cost between the generic
18 equivalent and the name-brand drug selected, regardless of any
19 “dispense as written” notation by the physician or the patient’s
20 personal preference, absent documented medical necessity
21 personal preference, absent documented medical necessity

22 D. The Board shall provide a vision care program for both single and family plans for
23 those eligible for health insurance, and pay the full costs of same and any increase
24 thereof.

25 E. Term Life Insurance

26 1. Term life insurance will be carried on the lives of all employees in the
27 amount of \$50,000. An employee shall have the option to purchase an additional
28 block of \$10,000 of life insurance at the employee's cost at the group rate. Term life
29 insurance may be converted without physical examination within thirty (30) days of
30 leaving the system or upon attaining the age of 65.

31 2. Any insured having a spouse working full time in the system and who has
32 him/her insured under the family plan will also have \$50,000 life insurance on that
33 spouse as well as on himself/herself.

34 3. Regular employees working less than twenty (20) hours per week shall have
35 term life insurance carried on their lives in the amount of \$20,000.00, with such
36 premiums being paid by the Board. If the carrier agrees, such employees shall also be
37 eligible for the option to purchase additional life insurance as described above.

38 F. Any employee who is covered by his/her spouse's family health coverage may
39 annually waive his/her coverage in writing and receive a cash waiver bonus of \$1,000
40 to \$2,000 per year based on number of participants. This option does not include

1 two Willoughby-Eastlake employee families for those commencing employment with
2 the 2006-07 school year, nor to those employees who work less than thirty (30) hours
3 per week, unless employed by the district prior to the effective date of this contract.
4 The waiver must clearly explain the procedure for enrollment if a spouse's coverage is
5 lost during the year. This waiver shall occur at the time of initial employment and
6 annually (November) thereafter. The waiver is contingent upon the employee paying
7 back all waiver dollars to the Board if he/she rejoins the plan for any reason during
8 the year, on a prorated basis. There shall be no insurability question if the employee
9 enrolls in November or if he/she enrolls within ninety (90) days of the loss of
10 coverage.

11

Waiver Schedule

Number of Employees	Payment Schedule
0 – 50	\$1,000
51 – 100	\$1,500
Over 100	\$2,000

12 G. The Board will designate one non-management person who works under the
13 authority of the Assistant Superintendent, or may contract with a non-district
14 employee, whose number one priority will be to work specifically on employee
15 concerns and problems in relation to the designated insurance carrier. This person
16 will facilitate such meetings of employees and/or union representatives with
17 representatives of the insurance carrier as the Union may request, assist employees
18 with their claims, and handle problems by dealing with the carrier on behalf of
19 employees. Said person shall meet with Union representatives as requested by an
20 individual employee through the Union for the purpose of reviewing the status of
21 claims and claim problems. The confidentiality of the employee's information shall
22 be guaranteed by both the Board and the Union.

23 H. Each member shall receive an insurance booklet identifying all coverage's.

24 I. The Board shall provide 100% replacement value insurance coverage for any
25 Board-owned equipment being transported in an employee's personal vehicle as part
26 of an employee's job responsibility.

27 J. When a district employee's spouse is eligible for and enrolled in a health insurance
28 plan with his/her employer or retirement provider, that plan will be considered
29 primary coverage for the spouse. The spouse is eligible to enroll in the district's plan
30 at no added cost for secondary coverage. Should the district employee's spouse elect
31 not to obtain/participate in their employer's coverage, the district employee shall pay
32 17.5% of the combined wages/salary of the district's employee and spouse, up to a
33 maximum of \$85 per month for family health coverage, in addition to any other
34 contributions otherwise due. Should the spouse elect their employer's coverage, that
35 coverage would be primary. This provision shall take effect on November 1, 2006 and
36 thereafter on the day the spouse becomes eligible for coverage or on the day the
37 employer of the spouse first provides for enrollment in its health plan. This provision
38 shall not apply when the spouse is required by his/her employer to pay more than
39 50% of the premium or equivalent rate cost of their employer's plan. In the event that

1 the spouse loses coverage with her/his employer, the spouse of the district employee
2 may re-enter the district's health insurance plan, beginning with the date of the loss
3 of such coverage. Employees will be required to annually verify their spouses
4 eligibility for coverage in the plan of the spouse's employer. Any employee providing
5 false or inaccurate information will be required to repay the Board at the rate of \$85
6 or 17.5% of the combined wages/salary of the district's employee and spouse,
7 whichever is less, per month for each affected month and will be subject to discipline,
8 including suspension without pay and possible contract termination.

9 K. The Board shall adopt such plans as may be required/permitted by law to provide
10 employees an exemption from payment of income taxes on health insurance plans.

1 **ARTICLE 28 - NO STRIKE**

2 In consideration of the rights and privileges extended to the Employee Association
3 pursuant to or arising from the foregoing provisions of this instrument that during
4 the term of the Agreement, the parties hereto agree that there shall be no strikes of
5 any kind whatsoever; work stoppages; slowdowns; or interference or interruption
6 with the operations of the schools by any employees; nor shall there be any strike or
7 interruption of work during the term of this assignment in support of or because of
8 any disputes or disagreements between any other persons (or other employees or
9 unions) who are not signatory parties to this Agreement, except where personal
10 health and safety are endangered or threatened. If these exceptions are the case, the
11 employee shall file a written statement with the Assistant Superintendent.

1 **ARTICLE 29 - DISCIPLINE AND DISCHARGE**

2 A. No employee shall be disciplined without cause and compliance with applicable
3 provisions of this Contract. Discharge for incidents of misconduct or neglect of duty
4 shall be subject to the progressive disciplinary procedure.

5 B. The Employer agrees that the principles of progressive discipline shall apply to
6 all incidents of disciplinary actions. Each act of discipline shall be gauged by the
7 severity of the offense. Progressive discipline does not preclude immediate
8 disciplinary action in cases of serious and/or overt actions. Such suspensions may be
9 upgraded to dismissal if a subsequent investigation indicates such action is required.

10 C. Disciplinary actions shall be defined as warnings; reprimands (written or oral);
11 suspensions (with or without pay); and discharge.

12 D. Prior to any disciplinary interviews the employee shall be informed that this is
13 disciplinary in nature. All disciplinary interviews and reprimands shall be made in
14 private. For all disciplinary hearings or actions, an affected employee may, if he/she
15 deems it necessary request the presence of a representative, and when such request is
16 made, the hearing or action shall not proceed until the employee has been given a
17 reasonable period of time to secure representation.

18 E. Nothing contained herein shall prevent verbal communications between
19 administrators and employees without the presence of a representative. Such
20 contacts including commendation, questioning, suggesting, directing, reminding, and
21 correcting, shall be termed casual and shall not require the presence of a
22 representative. If an employee believes such communication is becoming disciplinary
23 in nature, the employee has the right to ask that a Union representative be present.

24 F. Prior to the suspension or discharge of an employee, the employee shall receive
25 prior notice of the possible action, with such notice containing reason or reasons for
26 the action. Prior to the suspension or discharge, said employee shall be entitled to a
27 hearing before the Superintendent, with Union representation, for the purpose of
28 discussing the reasons and permitting the employee to offer defense in his/her behalf.

29 G. An employee shall be given a copy of any written warning, reprimand, or other
30 disciplinary action entered on his/her personnel record within five (5) working days
31 of the action taken. Such documents shall be signed by the employee, with such
32 signature indicating acknowledgment that the document has been placed in his or her
33 personnel file. If the unit member refuses to sign the material, then the union official
34 shall sign and indicate that the bargaining unit member refused to sign. Further, the
35 employee and the Union President and/or Grievance Chairperson will receive a copy
36 of any suspension and/or discharge notice within five (5) working days of the action.
37 An employee who is disciplined must be disciplined within a reasonable period of
38 time from the dates in which the events occur.

1 **ARTICLE 30- CONTRACTING OUT**

2 Bargaining unit work shall be performed by bargaining unit members. However,
3 should the Employer determine the need to contract out work performed by
4 bargaining unit members, the Employer and the Union shall meet to discuss the need
5 for contracting out and research viable options to such subcontracting. These
6 meetings shall begin at least one hundred twenty (120) days prior to the Employer
7 letting bids for the proposed subcontracting.

1 **ARTICLE 31- UNION REPRESENTATIVE**

2 The Grievance Chairperson or his/her designee shall be allowed reasonable time,
3 without loss of pay, to attend grievance hearings, provided such hearings are held
4 during the normal workday. Nothing in this contract shall obligate the
5 administration to conduct a grievance hearing during a grievant's normal workday.

6 The Union shall furnish the Employer a written list of names of the Chapter
7 President, Vice President, Treasurer, Recording Secretary, and Grievance
8 Chairperson, indicating locations to which each is assigned. Further, the Union shall
9 promptly notify the Employer, in writing, of any changes therein.

1 **ARTICLE 32- UNION VISITATION**

2 Non-employee representatives of the Union may enter the premises of any operation
3 of the employer, Monday through Friday, provided they follow the employer adopted
4 procedure for persons visiting any school facility. Such visits shall not interfere with
5 the work of any employee or operation of the employer.

1 **ARTICLE 33- PROBATIONARY PERIOD**

2 New employees shall be considered to be on probation for a period of fifty (50)
3 scheduled workdays. At or near twenty (20) scheduled workdays, and thereafter if
4 appropriate, the new employee's manager will report to the supervisor as to the new
5 employee's performance. If the performance report is negative or questionable, the
6 Supervisor will take over the evaluation of the new employee. The Employer shall
7 have the sole discretion to discipline or discharge such probationary employees and
8 such action cannot be reviewed through the Grievance Procedure. Provided,
9 however, the Employer will not discharge a probationary employee because of Union
10 membership or Union activity.

11 The Employer or its representatives shall meet upon request with the Union to
12 discuss any problems affecting probationary employees.

1 **ARTICLE 34 - OVERTIME/PREMIUM PAY**

2 Employees shall be compensated at a rate of time and one half of their regular rate for
3 all hours worked in excess of 40 hours during the work week. The regular work week
4 shall be defined as 12:01 a.m. Monday through 12:00 a.m. Sunday. Overtime (i.e.,
5 work over forty hours) not approved in advance by the Food Service Director will be
6 disallowed. "Regular rate" shall be computed in compliance with the Fair Labor
7 Standards Act.

8 Overtime work may be paid in compensatory time rather than cash. Rates of
9 accumulation and maximum hours of compensatory time shall be in accord with
10 provisions of the Fair Labor Standards Act. No more than three days' compensatory
11 time may be accumulated before being taken. The days during which compensatory
12 time may be taken must be approved by the supervisor in advance so that no
13 disruption of work will occur.

1 **ARTICLE 35 - CAFETERIA WORK SCHEDULE**

2 A. Work Year

3 All cafeteria employees shall work 187 days per school year. This workday count
4 includes the paid holidays. All high school and middle school employees shall be
5 eligible to work on any conference days, and be paid their regular hourly rate for the
6 days worked, in addition to their regularly scheduled 187 work days. Eligible
7 employees who choose to work on conference days shall be assigned to work in their
8 regularly assigned building.- In the event a secondary school manager and said
9 manager's backup are not available to work, the work may be offered, on a seniority
10 basis, to an elementary manager who works out of said secondary school kitchen. In
11 base kitchens, up to two (2) district waiver days, if granted by the state, shall be
12 allotted for the purpose of cleaning the work area and equipment.

13 B. Rest Periods

14 Employees working six (6) or more hours per day shall have a ten (10) minute break
15 in the a.m. and a ten (10) minute break in the p.m. Employees working at least four
16 but less than six hours per day excluding time for lunch shall have one ten (10)
17 minute break during the day. The kitchen manager may schedule all breaks as
18 needed to avoid disruption of the work schedule.

19 C. Lunch Time

20 Employees with actual working hours of more than four (4) per day excluding lunch
21 time shall have twenty (20) consecutive minutes for lunch time. Those with actual
22 working hours of less than four (4) hours per day may arrive to work twenty (20)
23 minutes before their regular scheduled hours and have twenty (20) minutes for lunch
24 time.

25 D. Shift Change

26 After the first 30 school days, no established shift for a particular assignment will be
27 administratively altered on a permanent basis by more than 15 minutes without the
28 consent of the employee, unless there is an unforeseen circumstance which requires
29 the changing of shifts for multiple employees. A temporary change in shift may be
30 made for no more than 30 minutes for a period not to exceed two weeks. Should such
31 a change create a hardship for the employee, the Kitchen Manager will solicit a
32 volunteer to take the change in shift. In the absence of a volunteer, the worker must
33 take the shift change for the two week period.

34 E. Duty Change

35 Before an employee's duties or responsibilities are changed by the manager, the
36 involved employee may request a meeting to discuss the reasons. The employee may
37 have a union representative of his/her choice present at the meeting, provided the
38 meeting is held after normal working hours.

1 F. Calendar Changes

2 In the event that a need arises for a change in the calendar, a meeting will be held
3 between the Administration and the Local Representative to determine the effect on
4 the bargaining unit.

1 **ARTICLE 36 - ASSIGNMENT OF ADDITIONAL HOURS**

2 Work hours available due to occasional absences of employees as a result of illness,
3 personal leave or other approved leaves where the employee is expected to return, will
4 first be offered by the Kitchen Manager to permanent employees in the building,
5 except where emergency circumstances make this impossible. If no bargaining unit
6 employee is interested in adding the hours, then the Kitchen Manager shall call a
7 substitute to fill the vacancy. Nothing in the Article shall be interpreted to require the
8 staffing levels of a kitchen and/or the work hours allocated to a kitchen to be
9 increased. If an employee has his/her hours increased due to a temporary absence,
10 whether long or short term, such increase shall at no time entitle the employee to
11 have his/her hours permanently increased or entitle the employee to benefits not
12 previously available, unless the employee is permanently appointed to a position of
13 twenty (20) hours per week or more. The Food Service Director shall have the
14 discretion to decide whether work hours as described above will be assigned, after
15 conferring with the Kitchen Manager.

16 Additional hours shall be assigned as follows:

17 1. There shall be two (2) lists, one for regular overtime and one for activities that
18 occur outside of the school food service program. Both lists shall be posted according
19 to district seniority (Board hiring date) and posted in each of the kitchens.

20 2. The order of the seniority list will be used to determine who is to be asked to take
21 additional hours and the entire seniority list will be used through the least senior
22 person before a new pass of the list will be commenced. The accumulation of hours
23 shall be totaled and posted per month, each list separately.

24 3. The seniority list will be used to record the date additional hours are offered to an
25 employee and whether or not the hours were accepted and worked.

26 4. Employees, in some instances, may be passed over if the employees are working
27 their regular assigned hours during all of the time the additional hours are required,
28 or if the additional time would require pay for hours between their regular assigned
29 hours and the additional hours which are needed. That is, they will not be paid for
30 "waiting time" put in before the additional hours begin.

31 5. Employees may request that they be exempt from being asked to work additional
32 hours. This will be so indicated on the posted seniority list(s) and will be initialed by
33 the employee to verify he/she has made this choice.

34 This decision may be revoked by giving five working days' notice to the kitchen
35 manager, and the name of the worker may be placed at the bottom of the list(s) the
36 first time the name appears on the list(s).

37 6. Hours worked in excess of forty (40) hours in one week shall be subject to the
38 overtime provisions of this Agreement. Managers will attempt to prepare food for
39 banquets to the extent time and equipment permit, during the regular work time. If
40 time and equipment do not permit such, banquets will be prepared after the regular
41 work schedule.

- 1 7. When a satellite manager is absent, all hours will first be offered in their entirety to
2 their own satellite staff. If the satellite staff does not want the additional hours spent
3 in the production center only, the hours will be offered to the production center staff.
4 The satellite school staff can then fill any additional hours needed.
- 5 8. When serving 35 to 100 persons for a banquet (cafeteria style, buffet, or sit-down
6 meals), there shall be two (2) regular employees and a manager assigned. When
7 serving 34 people or less, the manager shall determine the number of employees
8 needed. When more than 100 persons are served, the manager shall determine the
9 number of employees in excess of the above minimum needed. When a Class II
10 employee is working at a banquet as defined in this Article, he/she will receive one
11 dollar (\$1.00) per hour premium for the 2004-06 school years.
- 12 9. If attendance is required, all members of this bargaining unit shall be paid at their
13 regular rate of pay for all hours in attendance at manager's meetings, food service
14 meetings, and cashier's meetings.
- 15 10. During the absence of a cafeteria manager, a substitute shall be assigned to the
16 job only when no member of the bargaining unit wishes the assignment. The
17 manager shall select the unit member to be so assigned.
- 18 11. Class II employees shall not help in the preparation of food for banquets during
19 their regular working hours, unless said employee and their manager agree that time
20 and equipment will permit said preparation.
- 21 12. When a position is temporarily vacated and management does not know the
22 intended length of the worker's absence, the seniority lists will be used daily to select
23 a new person to fill the vacancy. When it is known that the absence will be 5 or more
24 workdays, the position may be assigned in units of 10 working days to the persons on
25 the list, rather than a daily rotation.
- 26 13. The Food Service Director shall have the discretion to decide whether additional
27 hours as described above will be assigned, after conferring with the Kitchen Manager.

1 **ARTICLE 37 - DRUG AND ALCOHOL POLICY**

2 The Board shall have the right to adopt a drug and alcohol policy sufficient to meet
3 the mandates of federal law.

1 **ARTICLE 38 – PROOFREADING**

2 The parties agree that should a conflict arise with respect to the language contained in
3 the signed and dated tentative agreement (“TA”) and the final written contract, the
4 TA shall control.

1 **ARTICLE 39 - WAGES**

2 **WILLOUGHBY-EASTLAKE CITY SCHOOLS**
3 **Food Service Salary Schedule**
4 **2010-11**

Years' Experience	Helpers Class II	Manager Class III	Manager Class V	Manager Class VI
0	10.55	11.85	13.16	13.87
1	11.06	12.39	13.92	14.77
2	11.37	12.69	14.21	15.12
3	11.72	13.02	14.53	15.37
4	12.02	13.33	14.88	15.72
5	12.36	13.65	15.15	16.05
6	12.70	13.96	15.49	16.32
7	13.01	14.29	15.81	16.64
8	13.30	14.57	16.09	16.98
9	13.62	14.88	16.41	17.25
10	13.96	15.22	16.76	17.58

5 **Longevity Schedule For All Classes**
6 **2010-11**

- 7 10 Years - .42 hr.
8 15 Years - .42 hr.
9 20 Years - .42 hr.
10 25 Years - .42 hr.

11 Note: Move limited to one step for all employees per year.

12 Banquet rate: \$1.00

13 The Board will pay \$15.00 toward the cost of fingerprinting/background checks as
14 required by law.

1 **ARTICLE 40 - RIGHTS OF THE BOARD**

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

ARTICLE 41- COMPLETE AGREEMENT

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

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

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

14 For the Board of Education: For O.A.P.S.E. Local #159:

_____ Assistant Superintendent	_____ President
_____ Treasurer	_____ Negotiating Team Member
_____ Superintendent	_____ Negotiating Team Member
	_____ Negotiating Team Member
	_____ Negotiating Team Member
	_____ OAPSE Field Representative

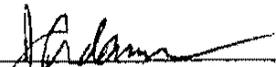
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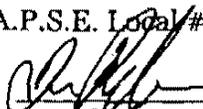
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12 agreements not incorporated herein are null and void and of no further force and
13 effect.

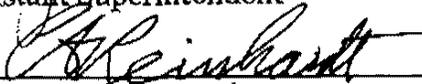
14 For the Board of Education: For O.A.P.S.E. Local #159:



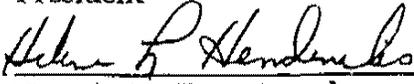
Assistant Superintendent



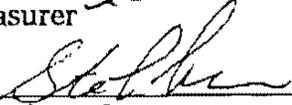
President



Treasurer



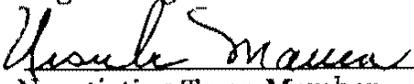
Negotiating Team Member



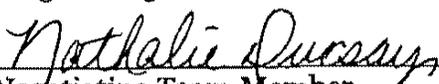
Superintendent



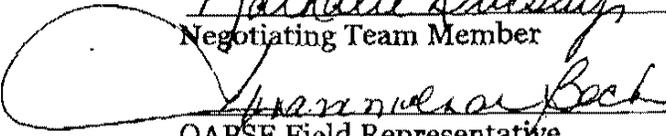
Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



OAPSE Field Representative

APPENDIXES

Accident Review Procedure

1 The following procedure will be followed in determining the action which shall be
2 taken when an employee authorized to operate a vehicle owned or leased by the Board
3 of Education is involved in an accident resulting in personal injury, death, or property
4 damage in excess of \$500. Absent some evidence of the dollar amount of the damage,
5 the Business Manager shall make the appropriate assessment, utilizing whatever
6 assistance he/she deems necessary.

7 A written report of all accidents shall be filed by the employee with the Business
8 Manager within 24 hours of the accident, on forms supplied by the Business
9 Manager's Office, or during the immediately following workday, unless illness or
10 injury to the employee prevents such, in which case the report shall be filed on the
11 day the employee returns to work. If property damage is involved in an accident, the
12 initial estimate of such damage shall be made by the Business Manager or his/her
13 designee, which designee may be an insurance company or adjuster or vehicle repair
14 shop.

15 Three persons shall serve on a Review Panel to review the facts and circumstances
16 of the accident. These persons will be:

- 17 1. Business Manager (Chair);
- 18 2. Assistant Superintendent or designee;
- 19 3. An employee of the Board of Education working in the same or
20 similar capacity as the employee having the accident, selected by
21 the employee involved in the accident, except that no such
22 employee may be a relative by blood or marriage to the person
23 being charged.

24 Except under unusual circumstances, Review Panel hearings shall be held within
25 30 days of an accident. Unusual circumstances may include lack of information
26 needed to conduct a full investigation of the accident or the absence of the employee
27 due to the employee's illness or severe injury. When a hearing cannot be held within
28 the time limit for the reasons given, such hearing shall be held within 7 days of the
29 receipt of the necessary information by the Business Manager or within 7 days of the
30 employee's return to work. Notice of any hearing shall be sent to the employee
31 involved in the accident at least 3 days in advance of the hearing. The employee shall
32 be entitled to union representation at the hearing, but such representative shall not
33 be considered a member of the review panel. Under no circumstances shall any
34 review be initiated later than six months after an accident.

35 It shall be the duty of the Review Panel to:

- 36 1. Investigate the accident as needed;
- 37 2. Give to the charged employee an opportunity to present evidence in
38 his/her behalf;

- 1 3. Make a decision by majority vote as to whether the employee is:
- 2 a. Not at fault;
- 3 b. At fault;
- 4 c. At fault under mitigating circumstances.

5 The chairperson of the Review Panel shall write and sign the decision of the Panel
6 and shall communicate this decision to the employee within five (5) days of the
7 hearing.

 Action which may be taken upon findings by the Panel are shown below.

- 8 1. When the Panel finds the employee not at fault, no further action shall be
9 taken.
- 10 2. When the Panel finds the employee at fault, the Business Manager shall:
 - 11 a. On the first such finding for that employee, issue a written reprimand to
12 the employee, which reprimand shall be placed in the employee's personnel file until
13 such time it is removed under provisions of collective bargaining agreement; the date
14 of such reprimand shall be the same as the date of the accident;
 - 15 b. On the second such finding for that employee, recommend to the
16 Superintendent as suspension without pay for one to three days;
 - 17 c. On the third such finding for that employee, recommend to the
18 Superintendent the termination of the employee.
- 19 3. When the Review Panel finds an employee at fault with mitigating
20 circumstances, a letter of caution and warning shall be sent to the employee by the
21 Business Manager, but shall not be placed in the employee's personnel file; the
22 meaning of the term "mitigating circumstances" shall be determined by the Review
23 Panel based upon the specific facts of each case.
- 24 4. In the event that a Review Panel reaches a finding of "At Fault" or "Not at
25 Fault," and a court of competent jurisdiction later reaches an opposite finding, any
26 member of the Review Panel may request a consideration hearing.

27 This policy shall apply equally to full time, part time, and substitute
28 personnel, and to certificated as well as classified personnel.

Grievance Form

1 Grievance No. _____ Date: _____

2 Date alleged violation occurred: _____

3 Initiated: Step I: _____ (Date)

4 Step II: _____ (Date)

5 Step III: _____ (Date)

6 Step IV: _____ (Date)

7 Statement of Grievance:

8 Facts:

9 Remedy Requested:

10 I have examined the facts and have determined that this constitutes a
11 meritorious grievance.

12 _____
13 (Employee's Signature)

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Sick Leave Affidavit

Name _____ Employee ID Number _____

Number of Working Days Absent _____ Building _____

Absence beginning on _____ at _____ and ending on _____ at _____.
(Date) (Time) (Date) (Time)

Length of Workday: Beginning at _____ and ending at _____.
(Time) (Time)

Reason for Absence:

_____ Personal Illness

_____ Personal Injury

_____ Illness/Injury in Immediate Family Relationship: _____

_____ Pregnancy

_____ Exposure to Contagious Disease

_____ Death of _____ on _____.
(Relationship) (Date)

_____ Is this absence for a reason covered under FMLA leave? _____ Yes _____ No

If medical attention was required, provide the following:

Name of attending physician: _____

Address of physician: _____

Date(s) consulted: _____

Hospitalized: Hospital: _____

Date admitted: _____

Date released: _____

(Employee's Signature) Date

(Principal's or Supervisor's Signature) Date

(Superintendent's or Designee's Signature) Date

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WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT

*PAID PERSONAL LEAVE FORM

Name _____ Employee Number _____

Number of Working Days to be Absent _____ Building _____

I hereby inform the Willoughby-Eastlake Board of Education that I shall take a paid personal leave day pursuant to the provisions of the Contract Agreement .

Absence beginning on _____ at _____ and ending at _____ on _____
(Date) (Time) (Time) (Date)

Length of Workday: Beginning at _____ and ending at _____
(Time) (Time)

Number of personal leave days used this school year: _____

Please check below the reason for such leave:

- Medical – not covered by sick leave
- Legal – not covered by legal leave
- Religious
- Graduation
- Honors Convocation
- Moving
- Funeral – not in immediate family
- Participation in a wedding
- Educational requirements
- Necessary personal or family business
- FMLA
- Emergency, such as:
 1. Repairs to major appliances
 2. House or dwelling of employee damaged by fire, flood, tornado, or severe accident
 3. Extreme travel conditions which made it impossible for an employee to report to work, or auto accident
 4. Medical emergency to care for roommate

Employee's Signature Principal or Supervisor's Signature

Date of Signature Superintendent's Signature

*See policy instructions on reverse side

Request for Medical Leave

1

(Classified Personnel)

2

I hereby request that the Willoughby-Eastlake Board of Education grant me a
3 medical leave of absence:

4

_____, 19_____, and _____, 19_____.

5

(Beginning Date)

(Ending Date)

6

My reason for the leave is: _____ Personal Illness

_____ Personal Disability

_____ Other Illness/Disability

7

(The following space may be used if desired, to give further explanation.)

8

9

(Date)

(Signature)

10

11

(Job Assignment)

12

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(Building)

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15

Please forward this request through your building principal or supervisor to
the Personnel Office.

Job Consideration Request

1 To: Personnel Office

2 From: _____
3 (Employee)

4 _____
5 (Present Position)

6 _____
7 (Present Building)

8 Date: _____

9 Please consider me for the following position:

10 Posting No. _____ Building: _____

11 Job Classification: _____

12 Other Comments:

13 Please forward this request through your building principal or supervisor to
14 the Personnel Office.



Willoughby - Eastlake City Schools
Draft – Non-Grandfathered Benefits



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Aged Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	None	\$200 / \$400
Coinsurance	100%	90%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	Does not apply	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Urgent Care Facility Services ²	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Voluntary Second Surgical Opinion	100% after deductible	90% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) ⁴	100% after deductible	90% after deductible
Preventative Services		
Preventive Services, in accordance with State and Federal law⁵	100% (no deductible)	\$20 copay, then 90% after deductible
Office Visit/Routine Physical Exams ²	100% (no deductible)	\$20 copay, then 90% after deductible
Well Child Care Services including Exam, Immunizations and Laboratory Tests – 32 visits per Lifetime; Birth to age 21	100% (no deductible)	90% after deductible
Routine Mammogram (limited to one per benefit period)	100% (no deductible)	90% after deductible
Routine Pap Test (One per benefit period)	100% (no deductible)	90% after deductible
Routine Sigmoidoscopy	100% (no deductible)	90% after deductible
Routine Colonoscopy (Age 50 and over)	100% (no deductible)	90% after deductible
All Routine Lab, X-rays and Medical Tests (Including, but not limited to; PSA and Bone Density Tests)	100% (no deductible)	90% after deductible
Outpatient Services		
Surgical Services	100% after deductible	90% after deductible
Diagnostic Services	100% after deductible	90% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional; combined 10 visits then Medical Review, Facility; Unlimited)	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Speech Therapy	\$20 copay, then 100%	\$20 copay, then 90% after

(Professional; combined 10 visits then Medical Review, Facility; Unlimited)		deductible
Cardiac Rehabilitation	100% after deductible	90% after deductible
Chemotherapy	100% after deductible	90% after deductible
Radiation Therapy	100% after deductible	90% after deductible
Dialysis Treatment	100% after deductible	90% after deductible
Respiratory Therapy	100% after deductible	90% after deductible
Benefits	Network	Non-Network
Outpatient Services		
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$50 copay, then 100%	\$50 copay, then 90% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	90% after deductible
Inpatient Consultation	100% after deductible	90% after deductible
Maternity Services	100% after deductible	90% after deductible
Physical, Speech, Occupational Therapy	100% after deductible	90% after deductible
Cardiac Rehabilitation	100% after deductible	90% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	90% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	90% after deductible
Ambulance Services	100% after deductible	90% after deductible
Durable Medical Equipment	100% after deductible	90% after deductible
Home Healthcare	100% after deductible	90% after deductible
Hospice Services	100% after deductible	90% after deductible
Organ Transplants	100% after deductible	90% after deductible
Private Duty Nursing	100% after deductible	90% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

1 Note: Benefits will be determined based on Medical Mutual's medical and
2 administrative policies and procedures.

3 This document is only a partial listing of benefits. This is not a contract of
4 insurance. No person other than an officer of Medical Mutual may agree,
5 orally or in writing, to change the benefits listed here. The contract or
6 certificate will contain the complete listing of covered services.

7 In certain instances, Medical Mutual's payment may not equal the percentage
8 listed above. However, the covered person's coinsurance will always be
9 based on the lesser of the provider's billed charges or Medical Mutual's
10 negotiated rate with the provider.

11 ¹Maximum family deductible. Member deductible is the same as single deductible. 3-month
12 carryover applies.

13 ²The office visit copay applies to the cost of the office visit only.

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³Copay waived if admitted.

⁴Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁵Preventive services include evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.



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**Dental Plan
(with Orthodontia)**

General Provisions	
Benefit Period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member)	\$25
Orthodontic Lifetime Maximum (per member)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Diagnostic X-Rays	100% UCR
Full Mouth/Panorex X-rays – one per 36 months	100% UCR
Tests and Lab Exams	100% UCR
Prophylaxis – two per benefit period	100% UCR
Flouride treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers – limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
Restorative Services	
Consultations & Other Exams by Specialist	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
Complex Services	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays – one every five years per tooth	80% UCR after deductible
Crowns – one every five years per tooth	80% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	80% UCR after deductible

Partial and Complete Dentures – one every five years	80% UCR after deductible
Orthodontic Services	
Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

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2 administrative policies and procedures.
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4 of insurance. No person other than an officer of Medical Mutual may
5 agree, orally or in writing, to change the benefits listed here. The
6 contract or certificate will contain the complete listing of covered
7 services.
8 In certain instances, Medical Mutual’s payment may not equal the
9 percentage listed above. However, the covered person’s coinsurance will
10 always be based on the lesser of the provider’s billed charges or Medical
11 Mutual’s negotiated rate with the provider.

Vision Plan

Benefit	Provision
Benefit period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Vision examination	\$50 per exam
Frames (One per two benefit periods)	\$75 per frame ¹
Prescription Lenses Single Vision lenses Bifocal lenses Trifocal lenses Lenticular single lenses Lenticular bifocal lenses Lenticular trifocal lenses	(One per benefit period) \$45 per pair \$55 per pair \$65 per pair \$175 per pair \$175 per pair \$175 per pair
Contact Lenses Medically Necessary Cosmetic	(One per benefit period) \$150 per pair \$80 per pair ²

2 Note: Benefits will be determined based on Medical Mutual's medical and
 3 administrative policies and procedures.

4 This document is only a partial listing of benefits. This is not a contract
 5 of insurance. No person other than an officer of Medical Mutual may
 6 agree, orally or in writing, to change the benefits listed here. The
 7 contract or certificate will contain the complete listing of covered
 8 services.

9 ¹ If frames are not required, the allowance may be applied to the cost of the lenses.

10 ² Cosmetic contacts may be purchased regardless if frames and lenses are
 11 purchased in the same benefit period.

Hearing Plan

Benefit Period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Coinsurance	100%

Benefit	Dollar Maximum	Frequency
Audiometric Exam	100% UCR	1 per 2 years
Hearing Aid Evaluation	100% UCR	1 per 2 years
Conformity Evaluation	100% UCR	1 per 2 years
Hearing Aid	100% UCR (\$800 maximum)	1 per 2 years

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Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.