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MASTER AGREEMENT

BETWEEN THE

LORDSTOWN LOCAL BOARD OF EDUCATION

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES**

OAPSE/AFSCME, AFL-CIO - CHAPTER #774

JUNE 30, 2011 – JUNE 29, 2014

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ARTICLE I - RECOGNITION

1.01 The Lordstown Local Board of Education, hereinafter referred to as the "Board", hereby recognizes the Ohio Association of Public School Employees, OAPSE/AFSCME, AFLCIO, on behalf of Chapter #774, hereinafter referred to as the "Association", as the sole and exclusive representative for the bargaining unit. The Bargaining unit shall include all regular employees, hereinafter referred to as "unit members" or "employees", of the Lordstown Local School District working in the following classification categories:

1. Cafeteria
2. Secretarial/Clerical
3. Custodial
4. Finance/Business*
5. Transportation
6. Maintenance/Mechanic
7. Library Aide**

1.02 Excluded from the bargaining unit are all casual and seasonal employees, all substitute employees, all certified employees, supervisors, confidential, professional, management-level employees, and other administrative personnel as defined and excluded in Chapter 4117 of the Ohio Revised Code, specifically including the Superintendent, Assistant Superintendent, Principals, Treasurer of the Board of Education, Custodial Coordinator, Secretary to the Superintendent, Payroll Clerk (when the incumbent vacates the position), Accounts Clerk (when the incumbent vacates the position), all adult education program teaching employees, and any other employees not specifically included herein.

1.03 This recognition shall remain in effect for the term of this Agreement and thereafter provided that the Association retains certification as the exclusive representative of the bargaining unit described herein.

1.04 This article shall not prevent the inclusion of other appropriate classifications except those specifically excluded herein. Upon certification of the Association as the sole and exclusive bargaining representative for said additional classification(s), said classification(s) shall be attached as an addendum to this Agreement.

* Until Payroll Clerk and Accounts Clerk vacate positions.

** If employed by Board after the 2006-2007 contract year.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01 COMMITMENT TO BARGAINING

A. Scope of Negotiations - Negotiable issues will be all matters pertaining to wages, hours, and terms and other conditions of employment.

- B. Directing Requests - Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent.

The initial request calling for negotiations shall be made by either party not more than one hundred five (105) days nor less than seventy-five (75) days prior to the expiration of the current agreement. The first negotiations session shall be arranged by mutual agreement but shall take place within fifteen (15) days of the initial request.

2.02 REPRESENTATION

- A. Negotiating Teams - The Board and the Association shall be represented at all negotiations meetings by a team of negotiators, not to exceed six (6) members each.
- B. Consultants - The parties may call upon professional and lay consultants. Such consultants may be used to the discretion of the negotiators. The expense of such consultants shall be borne by the party retaining them.

2.03 INITIAL BARGAINING SESSION

- A. The first bargaining session shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions.
- B. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Association and the Board bargaining teams.

2.04 WHILE NEGOTIATIONS ARE IN PROCESS

- A. News Releases - Until the expiration date of this Agreement, there will be no releases of information to the media or public unless agreed upon by both parties. Said releases shall be agreed to in writing and both parties shall approve of the release prior to its dissemination.
- B. Reporting - During the period of consideration interim reports of the progress may be made to the Association by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.
- C. Good Faith Negotiations - "Good Faith" means the obligation of the representatives of the Board and the Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of good faith negotiations does not compel either party to agree on a proposal or make a concession.
- D. Tape Recording - No tape recorders or mechanical recording devices shall be permitted in any negotiating session.

- E. Information - The Board and the Association agree to supply available public information that is specifically requested and routinely prepared.

2.05 NEGOTIATIONS TIME LIMITS

- A. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.
- B. Length - Negotiation meetings shall not exceed three (3) hours in length, unless extended by mutual agreement.

2.06. AGREEMENT

- A. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
- B. When agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Association for its ratification and to the Board for approval. Once ratified by the Association, the Board shall take action within ten (10) work days following the Association's action. If approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This Agreement shall be binding on both parties.
- C. Further Terms of Agreement - Any agreement reached and accepted by the Association and the Board shall supersede any contrary terms contained in any individual employment contract, Board policy, or handbooks hereinafter in effect. All future individual employment contracts shall be made expressly subject to the terms of this Agreement.

2.07 IMPASSE PROCEDURES

- A. In the event agreement is not reached by the parties, at any time after a date forty-five (45) days prior to the expiration of the agreement, either party may declare impasse and request the use of mediation in an effort to reach an acceptable settlement. The mediator will be assigned by the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation.
- B. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the Association.
- C. All items that have been tentatively agreed to will not become issues during impasse.
- D. The parties agree, pursuant to RC.4117.14(E), that the impasse procedure set forth herein is a mutually agreed upon dispute resolution procedure and supersedes and replaces the statutory dispute resolution procedure.

2.08 MISCELLANEOUS

- A. Upon final approval by both the Association and the Board, two (2) copies of the total agreement shall be signed by the President of the Board, the President of the Association, and the Association's chief negotiator. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.
- B. The Board shall be responsible for the typing of the final negotiated agreement. The Association shall be responsible for the duplication and distribution of the agreement to bargaining unit personnel as well as administrative personnel and Board members.
- C. All present language unless deleted or modified will be incorporated into a successor agreement at such time as a successor agreement is ratified and approved.

ARTICLE III - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities associated with the operations of the school district. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.

ARTICLE IV - RIGHTS OF THE ASSOCIATION

- 4.01 The Association shall have the right to the use of the school interdepartmental mail service to the extent that such use is concomitant with the school use of such service and permissible under state and/or federal law.
- 4.02 A building principal or appropriate administrator will designate at least one bulletin board or portion thereof in each building for the general use of the Association. The bulletin boards will, where possible, be located in areas readily accessible to and normally frequented by the employees.
- 4.03 The Association shall be provided with:
 - A. A copy of the Board agenda, which will be mailed to the President of the Association prior to the Board meeting.
 - B. One copy, when available, of the board minutes will be given to the President of the Association.
- 4.04 The Board will provide the Association with one (1) copy of the Board of Education Policy Manual. The Board will also provide all changes to the policy manual to keep it current.

4.05 The Association President, grievance representative or other Association representative will be able to meet individually with members of the bargaining unit concerning matters arising under this Agreement. To the extent possible, such meetings will be conducted outside of working hours or during lunch. When it is necessary to conduct such meetings during working hours there will be no interference with or interruption of normal operations.

4.06 Employees working the second (2nd) shift (i.e. after 4:00 p.m.) may attend Association meetings once a month provided that his or her work is completed or lost time is made up at the end of their work shift. Time off to attend such meetings shall not exceed one and one half (1½) hours.

A. Notification of intent to attend Association meetings shall be given to the employee's immediate supervisor at least two (2) days prior to the meeting.

B. Should a meeting conflict with a school activity which requires a custodian to be on duty (e.g. basketball games, etc.), at least one custodian must remain on duty.

4.07 **OAPSE CONFERENCE**

A maximum of two (2) authorized delegates will be permitted to attend the annual OAPSE Conference. The delegates will be paid his or her regular pay to a maximum of three (3) days. The Board will incur no other expenses related to attending this conference.

4.08 **JOB DESCRIPTION**

A. The Association shall be furnished a copy of the job descriptions of each classification covered under the terms of the Agreement. All newly hired employees shall be furnished a copy of the job description upon hiring. Employees may request a copy of their job description.

B. An opportunity for input into the development and/or modification of a job description shall be provided to the bargaining unit annually, prior to the approval of the description by the Board. Newly created job classifications shall have the salary assigned to the position negotiated by the Association and the Board.

ARTICLE V - GRIEVANCE PROCEDURE

5.01 **GENERAL PROVISIONS**

A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the specific provisions of this negotiated agreement or the discipline of an employee.

B. A grievant is an employee, group of employees, or the Association alleging a violation, misrepresentation or misapplication of the specific provisions of this negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.

- C. A day shall be defined as a regularly scheduled work day, Monday through Friday, excluding holidays, or other days, when classes are scheduled in order to meet State Minimum Standards.
- D. If the grievant does not file a grievance within fifteen (15) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.
- E. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been accepted by the employee and the Association on the basis of the disposition last made and shall not be eligible for further appeal.
- F. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.
- G. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.
- H. At each formal level, either party may have representation of his/her choice, except that representatives of employees must be from the Association.

5.02 INFORMAL PROCEDURE

Any grievance shall be discussed with the grievant's immediate supervisor or appropriate administrator before it is filed in writing in order to seek a mutually agreeable, equitable solution to the grievance. The grievant will indicate that the discussion pertains to a possible grievance.

5.03 FORMAL PROCEDURE

Step I If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within five (5) days after the discussion at the Informal Step by submitting a formal grievance form (attached as Appendix – Grievance Form) to the immediate supervisor or appropriate administrator and the Superintendent. The grievance form shall set forth the date of the alleged grievance and the informal grievance meeting, a description of the facts supporting the grievance, the specific Article or Articles allegedly violated, and the precise nature of the relief sought by the grievant. Within five (5) days after receipt of the form, the immediate supervisor or appropriate administrator shall meet with the grievant. The immediate supervisor or appropriate administrator shall write a disposition of the grievance and return a copy to the grievant and the Superintendent within five (5) days after such meeting.

Step II If the grievant is not satisfied with the written disposition at Step I, the grievant may appeal the grievance and request a meeting with the Superintendent/designee within five (5) days after receipt of the Step I written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. The meeting will be held within five (5) days of Superintendent/designee's receipt of the appeal from Step 1. The Superintendent/designee shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, immediate supervisor or appropriate administrator and President of the Board of Education.

Step III If the grievant is not satisfied with the written disposition at Step II, the grievant may appeal the grievance and request a meeting with the Board of Education. Such request must be submitted to the Board President within five (5) days of receipt of the written disposition at Step II. The Step III meeting shall take place within ten (10) days of receipt of the request for said meeting. The meeting shall be before the Board or a committee of the Board consisting of not less than three (3) Board members. The Board may decline to hear a grievant at Step III in which event the matter may, at the option of the Association, be appealed to Step IV. The Board or its designee shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant.

Step IV Binding Arbitration

1. If the action taken at Step III does not resolve the grievance to the satisfaction of the grievant, the grievant may request the Association Grievance Committee to submit the issue to arbitration. This request must be sent to the Superintendent by the Association Grievance Committee, within ten (10) days following the receipt of the decision of the Board. The parties shall select an arbitrator in accordance with the rules of the American Arbitration Association. All other procedures relative to the hearing with the arbitrator shall be in accordance with the rules and regulations of the American Arbitration Association.
2. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Association, the Board, and the arbitrator. A copy of the decision shall be sent to the grievant, the Association President, the Treasurer and the Superintendent.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change, disregard or alter any of the provisions of the Agreement, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator shall be confined to those issues which have been presented and shall have no authority to consider other issues which have not been presented for arbitration.

4. The decision of the arbitrator shall be in accordance with law and be binding on both the Board and the Association.
5. The costs of the arbitrator shall be paid by the losing party.

5.04 OTHER PROCEDURAL TERMS

- A. Copies of documents, communications and records pertaining to a grievance shall be placed only in the confidential file of the Treasurer of the Board and President of the Association and shall not become a part of the employee's personnel file other than the action taken as a result of the decision and award of the arbitrator.
- B. An employee shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.

ARTICLE VI - ASSOCIATION DUES DEDUCTION

6.01 The Board shall deduct dues from the wages of all employees who are members of the Association on the date of execution of this Agreement and whose dues authorization forms have been submitted to the Board Treasurer by the local Treasurer of the Association. The Treasurer of OAPSE Chapter #774 shall notify the Board Treasurer on or before September 1st of each year of the amount of local and state dues to be deducted from each Association member employee's wages.

6.02 In recognition of the Association's services to the bargaining unit, those employees who are not Association members will share in the financial support of the Association by paying to the Association a service fee equivalent to but not to exceed the amount of dues uniformly required of members of the Association. The payment of dues or a service fee shall be a condition of employment.

- A. Individuals in the bargaining unit hired during the effective or amended term of this Agreement will, within sixty (60) days of employment, pay to the Association the dues or the service fee calculated on a pro rata basis from date of employment.
- B. The Association shall notify the Board of the service fee amounts and of any changes in the service fee amounts in the same manner as notifications of the amounts and changes in the amounts of dues deductions. The Association shall also provide to all employees in the bargaining unit a notice containing the amount of the service fee, the basis for the service fee, and a statement that the employee may file an objection to the service fee as assessed.
- C. Service fees will be deducted from the payroll checks of employees and forwarded to the Association in the same manner as regular membership dues are deducted and transmitted to the Association except that written authorization for deduction of the service fee is not required.

- D. In the event a service fee payer objects to the deduction of service fees, the employee may file an objection with both the Board and the Association. If an objection is filed, the Association shall immediately place 100% of the service fee paid by the objector in an interest bearing account. This procedure will continue pending the exhaustion of the union's internal rebate procedure and any determination by the State Employment Relations Board pursuant to ORC 4117.09(C). The Association shall not use the funds in the interest bearing account pending final resolution by the State Employment Relations Board or to any Court to which an appeal may be made of the State Employment Relations Board's determination. In the event a rebate is required, the Association will assume full responsibility for rebating the required portion of the service fee and any interest accumulated thereon.
- E. Service fee payments by unit members holding religious conscientious objections shall be governed by ORC 4117.09(C).
- 6.03** The Board's obligation to make deductions shall terminate automatically upon transfer to a job classification outside of the bargaining unit or until such time as the employee quits, resigns, or is terminated. The Association President and Treasurer will be notified of all deduction terminations.
- 6.04** Such deductions shall be made in twenty-four equal installments beginning with the first pay in September. Only two (2) deductions shall be made each month. Withdrawal of membership does not preclude payment of service fee. An employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 6.02(C).
- 6.05** The Board will make available to the Association a single printout showing the employees from whom dues or fees were deducted. This itemized statement will be transmitted (monthly) to the Association Treasurer within ten (10) days of the deduction.
- 6.06** The Association shall have exclusive payroll deduction rights for union dues members of the bargaining unit.
- 6.07** If for any reason the Board fails to make a deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee.
- 6.08** The Association shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Lordstown Local Schools for the purposes of complying with any of the provisions of this article or in reliance on any of such provisions. The Association shall retain control of the selection of legal counsel for defense and indemnification purposes.

- 6.09 The Employer agrees to deduct from the wages of any employee who is a member of the Union PEOPLE (Public Employees Organized to Promote Legislative Equality) as provided for in a voluntary written authorization, so long as a minimum of five employees elect to participate. Such authorization must be executed by the employee during the first pay period in September, January, or upon hire, giving written notice to both the Employer and the Union. An employee may withdraw the authorization at any time. The Employer agrees to remit monthly deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee for whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Deductions shall be made each pay period.

ARTICLE VII - LABOR-MANAGEMENT COMMITTEE

- 7.01 Labor-Management Committee meetings will be held at a time and place agreed upon by the parties.
- A. All meetings shall be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed two (2) hours, unless the parties mutually agree to extend the meeting time beyond the two (2) hours.
 - B. The committee will be scheduled to meet once a month unless the Superintendent and the Association President determine that no meeting is necessary. In addition, the meetings may occur more frequently upon the agreement of the Superintendent and the Association President. Each meeting shall stipulate an agenda of items to be discussed.
- 7.02 The labor-management committee shall consist of four (4) members of the Association including the President or designee and a maximum of four (4) members of the administration. This committee shall be utilized to improve communications between unit members and administrators and to deal with any problems arising out of this relationship. Negotiations or renegotiations of the contract or grievance handling (i.e., formally filed grievances) shall not be a function of this committee.
- 7.03 The purpose of the committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues, or answering questions, and resolving problems. The discussion held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to this Agreement.

ARTICLE VIII – SENIORITY

- 8.01 **System seniority** is defined as continuous service in the district and shall be determined first by reference to the date of the Board action at which the employee was employed under a regular contract. Employment as a substitute shall not be considered. If two employees were employed at the same meeting, seniority shall be determined based upon the date of application for employment. If there is no written application, or if there is no date on the application, then the date of the Board meeting at which they were employed shall be

considered to be their date of application. If two employees have the same date of application, seniority shall be determined by lot.

- 8.02** **Job classification seniority** is defined as continuous service in a particular job classification as computed from the employee's date of entry into such job classification.
- 8.03** Interruption by military service shall be counted in computing seniority.
- 8.04** Interruption by a leave of absence shall not be counted in computing seniority.
- 8.05** The Board will provide a seniority list, by classification, to the Association President at the beginning of each school year.

ARTICLE IX - POSTING AND BID PROCEDURE

- 9.01** The board/designee shall determine if job vacancies should be posted, including newly created positions within the bargaining unit within twenty (20) work days of the occurrence of the vacancy or newly created position. The vacancy notice shall be posted for a period not to exceed five (5) work days. The vacancy notices will be posted in all buildings and generally will contain the following information.
1. A general description of the duties and responsibilities of the position;
 2. The general qualifications required;
 3. Hours and days per contract;
 4. The rate of pay; and
 5. Building assignment (if applicable).
- 9.02** Interested employees may submit bids to the Superintendent during the five (5) day posting period.
- 9.03** Vacancies will be filled within ten (10) workdays after the close of the bidding period.
1. When qualified employees apply for a vacancy, the vacancy will be awarded to the applicant currently employed in the classification of the vacancy. In the event that more than one qualified employee applies for a vacancy within their classification, the employee with the most job classification seniority will be assigned to the vacancy.
 2. If none of the applicants are employed in the classification with the vacancy, then the vacancy shall be awarded to the most qualified applicant. Should the qualifications of the applicants be equal, then system seniority will be the determining factor.
 3. In determining whether an applicant is qualified and which applicant is most qualified, the Board may consider individual's qualifications reasonably related to the

open position, including evaluations, attendance, disciplinary records and any necessary skills test. The union shall have the opportunity to review the make-up of the tests, prior to the tests being given.

- 9.04 All applicants will be notified when the vacancy is filled.
- 9.05 The President of the Association will be mailed vacancy notices. During the summer, vacancy notices will be mailed to all employees enclosed with the employees' payroll checks.
- 9.06 Within five (5) days from the date the vacancy has been filled, the President of the Association will be informed of the name of the successful applicant.

ARTICLE X – REDUCTION IN FORCE PROCEDURE

Whenever the Board of Education deems it necessary to reduce the number of employees due to lack of funds, lack of work, abolishment of a position, or for other such reasons as set forth in Ohio Revised Code Section 3319.172, it shall do so in the following manner:

- 10.01 To the extent possible, layoffs will be avoided through attrition, i.e., by not replacing employees who are severed from the District through resignation, retirement, non-renewal and/or termination. Should a reduction be deemed necessary despite attrition, within each job classification affected, suspend the contracts first of employees on limited contracts in reverse order of their system seniority and then tenured employees in reverse order of their system seniority.
- 10.02 With the exception of employees in the Maintenance/Mechanic job classification category, an employee who is laid off shall have the right to displace a less senior employee in the job classification category according to system seniority. For the purpose of retrogression, job classification and job classification categories are specified in the salary schedules. An employee who elects to displace a less senior employee in his/her job classification category must have the qualifications necessary to successfully perform all of the work required of the position to which they are bumping.
- 10.03 The names of employees whose contracts are suspended due to the reduction in force shall be placed on a recall list in the job classification in which they were laid off for twenty-four (24) months from the date of official lay-off. Employees on the recall list have the following rights:
 - A. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while there are laid off employees on the recall list in that job classification or position. Nothing shall prohibit the Board of Education from hiring new employees in a particular job classification once all the laid off employees in that job classification have been recalled, even though other employees may remain laid off in other job classifications. However, laid off employees on the recall list shall be given first consideration for employment in any job classification before new employees are hired. Refusal of reinstatement to any lesser position will not terminate an employee's recall status.

- B. Employees who are laid off shall be recalled as positions in their job classification become vacant. Employees who are on the recall list shall be recalled in the order of their system seniority, i.e., reverse order of layoff.
- C. Employees who are on the recall list shall be obligated to keep the Board informed in writing of the address to which recall notices are to be sent. Appropriate recall notices shall be sent to employees by certified mail to the most recent address furnished in writing by the employee.
- D. A recalled employee must notify the Board of Education of his/her acceptance of the position for which he/she is recalled within 14 days after mailing of written notice of recall or be deemed to have waived his/her right to recall. A limited contract that has been suspended shall automatically expire on the date specified for expiration.
- E. An employee on the recall list will, upon acceptance of recall, have the same seniority, increment, and accumulation of sick leave as when his/her contract was suspended.
- F. During any reduction in force, all substitute work will be offered first to qualified employees eligible for recall who have indicated in writing his/her desire to substitute while on layoff. The District will not be required to continue offering substitute work for those employees who have repeatedly refused such work.

ARTICLE XI – HOLIDAYS

11.01 All regular employees are entitled to the following holidays for which they shall be paid their regular rate of pay, provided that the employee accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday, or was properly excused from attendance at work.

11.02 ELEVEN AND TWELVE MONTH EMPLOYEES

- | | | |
|---------------------------|-----------------------------------|-------------------|
| 1. New Year’s Day | 6. Independence Day | 11. Christmas Day |
| 2. Martin Luther King Day | 7. Labor Day | |
| 3. President’s Day | 8. Thanksgiving Day | |
| 4. Good Friday | 9. Day Following Thanksgiving Day | |
| 5. Memorial Day | 10. Christmas Eve Day | |

11.03 ALL OTHER EMPLOYEES

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day |
| 3. President's Day | 8. Day Following Thanksgiving Day |
| 4. Good Friday | 9. Christmas Eve Day |
| 5. Memorial Day | 10. Christmas Day |

11.04 Should any of the designated holidays specified above fall on a Saturday, it will be celebrated on the preceding Friday; those holidays which fall on a Sunday will be celebrated on the following Monday. Should either the Friday or Monday specified in this section be a school day, the Board will determine an alternate day as the employees' holiday.

ARTICLE XII - VACATIONS

12.01 All regular employees who are in service for not less than twelve (12) months per year, after service in accordance with the schedule below, shall be entitled to vacation leave, with pay according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
Up to 1	Pro-rata
1 to 9	10
10 to 14	15
15 and up	20

12.02 A year's vacation period shall be from July 1 to June 30. Employees may request vacation for which they are eligible at any time. Granting of such vacation time shall be subject to the approval of the employee's supervisor and should be requested one (1) week in advance. Vacation may be approved with less than one (1) week's notice in the event of emergencies.

- A. Fifty percent (50%) of the yearly allocation of vacation may be carried over into the following year. All days carried over in this manner must be used in the year they are carried over. Earned vacation, which is unused, shall be purchased from the employee at his/her daily rate of pay. Payment shall be made by the end of July. The employee must notify the Treasurer's office of whether they are carrying over vacation or taking payment by June 1 of each year.
- B. Vacations will be scheduled on a first come-first served basis. The operational needs of the district shall be a primary concern in scheduling vacations.

ARTICLE XIII – WORK WEEK AND OVERTIME

- 13.01** Any employee required to work in excess of forty (40) hours in any one week shall be paid for such overtime worked at one and one-half times the employee's regular rate of pay. Hours for which an employee is compensated but does not actually work (e.g. sick leave, personal leave, holidays, vacations, etc.) will be computed as "hours worked" for the purpose of determining eligibility for overtime rate of pay.
- 13.02** Overtime will be offered to employees on a seniority rotation basis within each classification. For custodial work occurring on weekends, coverage for one or more events occurring on campus within the same time period will be deemed one overtime assignment.
- 13.03** Compensatory time off may be granted in lieu of overtime payment at the option of the employee and shall be in compliance with federal law.
- A. Such time shall be granted at the rate of time and one-half (1½) for overtime hours worked and may not accumulate to more than 80 hours maximum.
- B. The date of use of compensatory time will be subject to the approval of the employee's supervisor and should be requested three (3) days in advance. Compensatory time may be approved with less than three (3) days' notice in the event of emergencies. Compensatory time must be used by June 30 in the contract year in which it was earned.
- 13.04** All employees regularly scheduled to work eight (8) hours per day will receive a thirty (30) minute paid lunch break and two (2) fifteen (15) minute paid breaks per day.
- 13.05** **BUILDING CHECKS**

Employees required to make weekend building checks will be paid for a minimum of two (2) hours for each required building check and must remain at the building performing work for the two (2) hour period. Employees required to respond to alarm drops will be paid for a minimum of two (2) hours, and must conduct a complete building inspection (doors, windows, boiler, HVAC, and freezers as delineated on a checklist developed by the Support Services Supervisor). After the first alarm drop on any given day, the employee will be paid actual time over and above the first two hour minimum. Maintenance personnel may be required to respond to alarm drops, unless by August 1st they request a removal from the list for such purposes. If maintenance personnel are not available to respond to an alarm drop, the Support Services Supervisor may respond and/or seek coverage by a substitute, including but not limited to qualified and available custodians. Once on the list for alarm drops, employees must respond unless they are on an approved leave or have otherwise provided the Support Services Supervisor with prior notification of non-availability for such duties on the date in question. Failure to respond without being on approved leave and/or having provided prior notification as set forth herein will result in an immediate removal from the alarm drop list for a minimum of three (3) months except as otherwise determined by the Support Services Manager.

13.06 MEETINGS

Employees shall be compensated for all time spent in meetings at their regular hourly rate of pay when their presence is required by the Board.

13.07 CALAMITY DAYS

- A. When the Superintendent closes schools due to an epidemic or other calamity, any twelve-month employees required to report to work by the Superintendent will be paid time and one-half for work performed. All other employees not required to work on a calamity day will earn their regular hourly wage for all hours lost due to the school closings.
- B. All non-twelve month employees required to work on a calamity day shall receive their normal hourly rate of pay for hours worked on that day, in addition to regular pay for the calamity day.
- C. Employees engaged in snow removal or other necessary work prior to their normal start time are expected to work their regular shift thereafter, but may request to be excused after completion of eight (8) hours.
- D. The provisions contained herein shall not preclude the use of any other leave provisions contained in this Agreement on a calamity day.

13.08 CUSTODIAL/MAINTENANCE PERSONNEL

When schools are not in session and no activities are scheduled during the off-shifts in the building, all custodial/maintenance personnel shall work the day shift, except for Teacher Conference Day and other scheduled school activities where shifts may be altered. All custodial/maintenance personnel shall work the day shift during the summer months. Custodial/Maintenance personnel shall have the opportunity to work four (4) ten (10) hour days over the summer and during breaks at the discretion of the administration as determined by the needs of the District. The administration will consider seniority in making personnel determinations concerning any change to four (4) ten (10) hour days. Personnel who use vacation, sick or personal days while on 10-hour shifts, if any, shall be charged 1.25 days against accumulated vacation, sick or personal leave.

13.09 CAFETERIA PERSONNEL

- A. Cafeteria employees who work short hours shall be afforded the opportunity to work for a cafeteria employee in the same building of assignment who works more hours and a substitute will be called for the employee who temporarily works more hours.
- B. Employees with dual contracts must be able to work the total hours of both contracts in order to change assignments according to this provision, unless no other replacements can be found. (Dual contracts will not be permitted effective with the

beginning of this Agreement with the exception of the two employees with dual contracts as of that date.)

- C. Whenever possible, cafeteria employees shall be notified thirty (30) days prior to the opening of school if there is any change in their assignment.

13.10 SUBSTITUTE WORK AND PROHIBITION AGAINST DUAL EMPLOYMENT

Bargaining unit employees shall be given the first opportunity to work as substitute employees, provided they are Board-approved to substitute and meet the following criteria:

- A. Employees shall be offered substitute employment based on district seniority.
- B. Employees shall not exceed forty hours work per week, nor shall substitute hours count toward health insurance benefit eligibility.
- C. Substitute work shall not interfere with Employee's regular contract obligations.
- D. Employees shall be evaluated based on their substitute work and may be removed from eligibility for substitute work in a classification if their performance is not acceptable.
- E. Employees who qualify for substitute duty must notify their supervisor in writing on or before May 1 of their intention to accept summer substitute work if offered. Failure to provide such notification relieves the District of any obligation to utilize such employees as summer substitutes.
- F. While substitute work outside of an individual's classification will be made available as set forth in this section, employees are prohibited from holding more than one permanent position/employment contract with the Board at one time. (The two incumbent employees with dual contracts as of the date of this Agreement will be "grandfathered" under the prior language and permitted to continue in their current contracts for two positions).

ARTICLE XIV – INDIVIDUAL RIGHTS

14.01 PERSONNEL FILES

- A. Personnel records shall be maintained in the confidential files at the Administrative building. Each employee shall have the right to review the contents of his or her own personnel file and a representative of the Association will be permitted, at the employee's request, to accompany the employee in such review, provided that such inspections:
 - 1. are scheduled in advance;
 - 2. do not interfere with assigned responsibilities of the employee;

3. are in the presence of the Treasurer or his/her designee;
 4. are limited to one (1) per day; and
 5. are limited to those materials not excluded by law.
- B. No item may be removed from the file by the employee; however, each employee may receive one (1) copy of the inspected information.
- C. Any employee receiving a written reprimand or notice that is of a disciplinary nature shall be given a copy of said reprimand or notice. The employee will also be asked to sign the document to acknowledge that he or she has seen it. The employee's signature shall not mean that he or she necessarily agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document and placed in the file.
- D. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record.
- E. Employees shall have the right to respond to any document in their file. Such a response shall be written or typed on a single 8 1/2" by 11" sheet of paper and attached to the relevant document.
- F. No member of the public shall have the right to review an employee's personnel file without compliance with the provisions set forth below:
1. Prior to gaining access to said file, the requesting party shall give twenty-four (24) hours advanced written notice specifying the materials requested for review.
 2. The Board shall give advanced notification to the employee of the request, if possible, before granting access to the file.
 3. The Board will limit its release of information only to that which it is required by law.

14.02 EMPLOYEE EVALUATION

- A. Employees shall be evaluated annually by the appropriate administrator. The employee will be notified in advance of such evaluation.
- B. The appropriate administrator shall discuss the evaluation with the employee. The employee shall sign the evaluation and shall be given a copy of such evaluation.
- C. The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.

- D. The employee shall have the right to respond to the evaluation within five (5) work days by letter which shall be attached to the evaluation.

14.03 DISCIPLINARY PROCEDURES

- A. Generally, principles of progressive discipline are preferred, but management maintains the right to determine the severity of discipline to be administered, based upon the act and/or record of the employee being disciplined. The Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her immediate supervisor.
- B. Interviews, and verbal and/or oral reprimands affecting bargaining unit members shall be administered in private.
- C. In the event that an employee is to be disciplined beyond a verbal/oral or written reprimand, the Board shall provide the employee with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action.
- D. An Association representative shall be permitted to attend any disciplinary interview, meeting or hearing contemplated by this section.

14.04 EQUAL TREATMENT

No bargaining unit member shall be granted rights or privileges by the Board that are not extended to and made available to all bargaining unit members.

14.05 WORKERS' COMPENSATION

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment. Employees shall have the option to use sick leave or wage reimbursement under the Act; however, employees shall not be permitted to repurchase sick days used under this provision.

ARTICLE XV – WORKING CONDITIONS

15.01 BUS DRIVERS

A. Extra Trips

1. The Transportation Supervisor shall post and maintain an Extra Trip Roster which shall bear the names of all regular drivers listed in descending order of job classification seniority. This roster shall be posted on a bulletin board in the bus garage in an area accessible to all drivers to view. Trips shall be posted at least five (5) days in advance, when reasonably possible, and shall indicate the date, time, trip and location. Trips will be assigned on a seniority

rotation basis. All athletic teams with more than nine (9) participants shall be transported by buses and drivers of the Lordstown Local School District.

- a. An exception to this “in rotation order” may arise if a trip were received by the center within twenty-four (24) hours of the time of the trip. If the Supervisor is unable to notify the driver of the trip, he/she may then proceed through the list until a driver is found. Any trip received within two (2) hours of the time of the trip will be given to the first available driver.
 - b. Any trip taken under 1(a) at the time it is offered will count as the driver’s next trip.
2. Extra trips will be offered to regular drivers on a seniority rotation basis before they are assigned to substitute drivers.
 3. In the event of cancellation of field trips already assigned to a driver, the driver assigned shall be eligible for the next available trip. A driver who arrives at the bus garage or at the point of departure and then is told the extra trip is canceled will be paid a minimum of two (2) hours at the extra trip rate.
 4. The assignment of extra trips shall not conflict with a driver’s regular route(s) or duties unless there is no substitute available.
 5. All drivers shall remain with the event for the entire duration of the trip except in emergencies. Drivers may leave the event for meals upon notification of the person in charge of the event.
 6. Expenses incurred on extra trips (e.g. turnpike fees, entrance fees, meals, etc.) shall be borne by the group sponsoring the trip in advance of the trip.
 7. There shall be a two (2) hour minimum time for all Extra Trips.

B. Regular Routes

1. An annual bid meeting shall be held prior to school opening at which drivers may be present to bid on routes. All bus routes, including time and route description, shall be posted on the bulletin board in the bus garage at least five (5) working days prior to the meeting. Drivers will be notified at least five (5) working days in advance as to the time, date and place of the meeting. If a sufficient number of employees do not bid for the Kindergarten route(s), the route(s) for which no bids were received shall be filled through inverse seniority of bus drivers not otherwise under contract with the Board which would conflict with performing the Kindergarten route.

2. Board action is taken yearly on routes, however, due to students moving, reassignments, etc., changes may occur during the year. The Transportation Supervisor will inform drivers affected by a change as soon as it becomes known.
3. In the event a new route is established during the school year which necessitates the use of an additional bus(es), or an existing route becomes vacant due to a resignation, retirement, or termination of an employee, said route(s) shall be posted for a period of five (5) days. Interested drivers shall sign a posting sheet to notify the Transportation Supervisor of their desire for the new or vacant route. At the end of the fifth (5) work day from when the sign-up sheet was posted, the Transportation Supervisor will remove the posting sheet and no new names will be added to the list. The driver who applies for the vacancy with the most job classification seniority shall be assigned to the route.
4. In the event the actual time spent by a driver on a regular route is consistently greater than the time paid, the driver may request an appropriate adjustment in pay. Following a review of the route by the Transportation Supervisor and Superintendent, the driver may have his/her pay adjusted accordingly.
5. The regular work day for which bus drivers shall be paid their regular hourly rate of pay shall be at least four (4) hours per day except for the present three (3) hour route and shall include the following:
 - a. Daily inspection time of fifteen (15) minutes.
 - b. Clean-up time of fifteen (15) minutes.

C. **General Provisions**

1. Drivers shall submit bus inspection sheets daily. Malfunctions or other mechanical problems should be reported to the Transportation Supervisor.
2. Should a bus break down while a driver is on an assignment, the driver will be paid for all hours on the job at the appropriate rate of pay.
3. Drivers will be notified at the earliest possible time when they are not to drive because of severe weather conditions.
4. Drivers shall not be responsible for the cleaning of the outside of the buses, fueling buses and checking of oil/grease.

15.02 MAINTENANCE

All employees within the Maintenance classification category (Mechanic and Utility Maintenance) will continue to be required to perform various job tasks and responsibilities as assigned by their Supervisor which may or may not be directly related to specific expectations listed on current job descriptions for those positions due to District maintenance needs and/or during down time periods arising based upon scheduling, weather, or other operational circumstances. Such employees will continue to be assigned these tasks to assist the District in the performance of functions that relate to general District maintenance needs, so long as such work is within the normal workday (except for overtime opportunities) and capability of the employee so assigned. Without the consent of the employee, start times will not be altered on less than a weekly basis. Effective with the execution of this Agreement the position of “Groundskeeper” will be merged into the position of Utility Maintenance. The Board will make appropriate adjustments to the job descriptions for the positions of Mechanic and Utility Maintenance/Groundskeeper.

ARTICLE XVI – LEAVES

16.01 SICK LEAVE

- A. Each employee shall accumulate sick leave at the rate of one and one-quarter (1 ¼) days per month. The accumulation of sick leave will be unlimited.
- B. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which can be communicated to others, and for absence due to illness, injury, or death in employee’s immediate family. Sick Leave shall be granted in increments of not less than one-quarter (¼) day.
- C. Immediate family is interpreted to mean father, mother, sister, brother, husband, wife, children, stepparents, stepchildren, wards, mother-in-law, father-in-law, grandparents, grandchildren, or a person living in the same household.
- D. All new employees who do not have transferable accumulated sick leave and any regular employee who has exhausted his or her accumulated sick leave shall be advanced not less than five (5) days of sick leave each year to be charged against the sick leave he/she subsequently accumulates.
- E. If the employee terminates employment prior to earning five days advanced sick leave, the Board is authorized to deduct from the employee’s final salary an amount equal to the number of days paid in excess of the actual sick leave earned at the date of termination of services provided the employee has compensation due as of such date.
- F. Employees on Sick Leave for four consecutive days or more shall be required to submit satisfactory medical documentation generally evidencing the existence of facts entitling the employee to Sick Leave.

16.02 PERFECT ATTENDANCE INCENTIVE

- A. An employee who uses no sick leave during the period of July 1 through June 30 each year of this Agreement will receive the equivalent of three (3) days wages in one (1) lump sum payment which will be disbursed in the month of July.
 - 1. An employee who uses no more than one (1) day of sick leave shall receive a lump sum payment equal to two (2) day's wages.
 - 2. An employee who uses no more than two (2) days of sick leave shall receive a lump sum payment equal to one (1) day of wages.
- B. Twelve-month employees shall receive thirty percent (30%) above any monies due to them under Section 16.02A.

16.03 PERSONAL LEAVE

- A. Bargaining unit members shall be entitled to four (4) days of personal leave per school year. Otherwise, the employee's supervisor shall review written personal leave requests and approve those requests, which seek personal leave for the following purposes:
 - 1. Attendance at a court or administrative hearing as a party litigant or as a witness pursuant to a subpoena. (For purposes of this section, "Administrative Hearings" shall include any hearing conducted by a government agency).
 - 2. Religious Holidays.
 - 3. Attendance at graduation exercises of the employee, the employee's child, or the employee's spouse.
 - 4. Marriage of the employee or a member of the employee's family.
 - 5. Attendance at the funeral of a close friend or relative for which sick leave is not available.
 - 6. Personal business which cannot be discharged outside of normal working hours.
- B. Two (2) days of personal leave without explanation will be granted. A concise explanation must be included in the written request for the other two (2) days of personal leave. Personal leave shall not be used for engaging in gainful employment.
- C. The authorization for personal leave form may be secured through the building principal or Superintendent's office. Except in emergencies, the form must be completed, submitted by the employee at least two (2) days prior to the absence and approved by the employee's supervisor prior to the absence. For the purposes of

this section, the term “family” is defined as father, mother, sister, brother, husband, wife, children, step-children, step-parents, wards, mother-in-law, father-in-law, grandparents, grandchildren, or a person living in the same household.

- D. One (1) additional day of unrestricted personal leave shall be granted to employees who have been employed by the school district for ten (10) years.
- E. Unused personal leave days shall be converted to sick leave days at the end of the school year in June.

16.04 UNPAID LEAVE OF ABSENCE

- A. Upon a written request the Board of Education may grant a leave of absence for a period of not more than one (1) year for education, professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- B. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
- C. The Board may grant an extension of unpaid leave of absence however, such extension shall not extend beyond one (1) year.
- D. **Leave Application** – Except as otherwise indicated in this Article, application for an unpaid leave of absence or extension thereof shall be made in writing to the Superintendent at least thirty (30) days prior to the proposed commencement of the leave, except in serious and unusual circumstances.
- E. The Board of Education will continue to carry on payroll records the name of any employee who is on an approved leave of absence. The employee may elect to maintain their existing insurance coverage according to the insurance carrier’s terms of eligibility and underwriting requirements. The employee must make the monthly payments in the amount of the total monthly premium by the third week of the preceding month.
- F. **Reinstatement** – In all cases of unpaid leaves of absence, the employee shall give written notice of intent to return to work at least thirty (30) days prior to the expiration of the leave. Failure to provide such notification will be deemed by the Board to be a voluntary resignation by the employee. Whenever possible the returning employee will be assigned to his/her former position; however, when this is not possible, the employee will be assigned to a similar position within the same job classification.

16.05 PARENTAL LEAVE

- A. **Pregnancy Leave** – A pregnant employee shall be entitled to use accumulated sick leave for a period of six weeks following delivery, unless additional leave is deemed medically necessary. For medical reasons, a pregnant employee may use sick leave for illness or disability occurring at any time during pregnancy. Should, for medical reasons, an extension of time following delivery be required, sick leave may be used or the employee may request a maternity leave of absence under Section B, if otherwise eligible.
- B. **Maternity Leave** – A maternity leave of absence, without pay or increment, shall be granted, upon request, to an employee who becomes pregnant and has completed at least one year of service. Such leave of absence shall begin not earlier than two weeks prior to the anticipated delivery date and shall not exceed two years.
- C. **Adoption Leave** – An adoption leave of absence, without pay or increment, shall be granted upon request, to an employee who adopts a child under the age of six (6) provided he/she has completed at least one year of service. Such leave of absence shall begin on the date of the adoption and not exceed one year.
- D. **Child Care** – For the purpose of child care, an employee shall, upon request, be granted an unpaid leave of absence for the semester in which his spouse is to deliver a child and/or for the succeeding semester. The employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the date he anticipates he will begin his leave.
- E. **General Conditions for Parental Leave**
 - 1. Notification shall be satisfied by the employee writing a letter to the Superintendent although the employee may request a private conference with the Superintendent.
 - 2. The Board may grant an extension for parental leave; however, such extensions shall not extend beyond one (1) year.

16.06 FMLA LEAVE

The parties recognize employees shall have rights provided by the Family and Medical Leave Act (“FMLA”). To be eligible for FMLA an employee must have worked 1250 hours in the previous year. Benefits pursuant to the FMLA shall be awarded consistent with any lawful policy adopted by the Board. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

16.07 ASSAULT LEAVE

- A. A member of the bargaining unit who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment while on

duty either on school grounds during school hours or where requested/required to be in attendance at a Board-approved function, shall be eligible to receive assault leave.

- B. Such leave shall be granted for a period not to exceed fifteen (15) days upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault. Assault leave will not be deducted from sick leave. Employees requesting assault leave must agree to file a report with the appropriate police department(s) against the person or persons alleged to have been responsible for the assault and must further cooperate with the Board of Education in any investigation of the assault.
- C. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- D. Full payment for assault leave, less workers' compensation, shall not exceed the member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer.

Falsification of either the signed statement or a physician's certificate is grounds for disciplinary action.

16.08 MILITARY LEAVE

An employee who is a member of a reserve component of the armed forces of the United States or of the Ohio National Guard shall be granted leave of absence with full pay and employment status for such time as the employee is in the military service or field training or active duty for periods not to exceed one hundred seventy six (176) hours in any one (1) calendar year. Employees called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in Ohio Revised Code Section 5923.05. The District and the employee shall continue to contribute to the School Employees Retirement System (SERS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

An employee shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. An employee shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services or auxiliaries thereof shall not exceed four (4), and shall be counted as though school services had been performed during such time. The Board may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee

from service in the armed services or auxiliaries thereof in accordance with Article X, Reduction in Force.

Upon reinstatement, such employee shall receive credit on the salary schedule for time spent in the military service in accordance with the Ohio Revised Code; however, sick leave is not accumulated during the period of military leave (O.R.C. 3319.14.1).

A copy of the military order directing the employee into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

16.09 PROFESSIONAL LEAVE

- A. Employees may be granted time-off to attend workshops that have a direct relationship to the individual employee's specific job assignment. If the approved workshop or other training opportunity occurs during the employee's normal work time, the employee will receive his/her regular rate of pay.
- B. Employees who wish to attend such meetings held during school time are to make a written request in advance indicating the place, purpose and estimated cost of attendance at such meetings. Such requests will be sent through the immediate supervisor and/or building administrator to the Superintendent for action.
- C. On recommendation of the Superintendent and Board approval of a written request, the Board will reimburse the employee for actual cost of attendance at two (2) such meetings, workshops, or clinics each school year. After attendance, the employee must present an itemized expense account including receipts for lodging, meals, and transportation where public carrier is utilized. Where use of private auto is involved, the employee shall be compensated at the current IRS approved rate for mileage.

16.10 JURY DUTY

A unit member who is called for jury service in a court of law shall be excused from work for the days on which he or she serves (regardless of the shift worked by the employee) and shall receive for each such day of jury service on which he or she otherwise would have worked the per diem rate of pay. The employee will endorse the check they receive from the court for jury duty to the Lordstown Local School District.

ARTICLE XVII - SEVERANCE PAY

17.01 Each employee of the Board shall be entitled to severance pay at the time of service retirement. The calculation of said severance pay shall be based on the employee's accumulated but unused sick leave.

17.02 The provisions for such payment shall be:

- 1. All employees shall receive either of the following:

- a. If an employee has accrued at least 270 days of unused sick leave and the employee has used 10 or less sick days in the final two years of employment with the District, severance will be equal to 90 days ($\frac{1}{3}$ of 270) multiplied by the employee's daily rate in the final year of employment.
 - b. Otherwise, severance will be equal to $\frac{1}{3}$ of the accrued, unused sick leave with a maximum of 70 days multiplied by the employee's daily rate in the final year of employment.
- 2. That said employee qualifies for service retirement in the School Employees Retirement System of Ohio.
 - 3. That the effective beginning date of said service retirement shall be within 90 days of said employee's last day on the payroll.
- 17.03** The calculation of said severance pay shall be based on the employee's accumulated and unused sick leave and paid at the employee's per diem rate at time of retirement.
- 17.04** Severance pay shall be a one-time payment and shall extinguish all remaining but unused sick leave.

ARTICLE XVIII – INSURANCE

- 18.01** For employees who, as of July 1, 2003, were regularly scheduled to work at least twenty (20) hours or more per week, the Board shall pay **90%** of the premium cost of insurance plans contained herein. (These persons will be considered “grandfathered” at this level for purposes of the insurance plans contained herein). However, for employees hired after July 1, 2003, the Board shall only pay **90%** of the premium cost of insurance plans contained herein for those who are regularly scheduled to work at least thirty (30) hours or more per week. In addition, current employees as of July 1, 2003, who are not presently enrolled in the District's insurance plan as of the effective date of this Contract or who transfer to or are otherwise employed in another position after July 1, 2003 must meet the minimum requirements for Board payment of the premium cost of insurance plans contained in this paragraph in order to be “grandfathered,” i.e., they must be regularly scheduled to work at least twenty (20) hours or more per week.
- 18.02** For employees who, as of July 1, 2003, were regularly scheduled to work at least fifteen (15) but less than twenty (20) hours per week, the Board shall pay 50% of the premium cost of insurance plans contained herein. (These persons will be considered “grandfathered” at this level for purposes of the insurance plans contained herein). However, for employees hired on or after July 1, 2003, the Board shall only pay 50% of the premium cost of insurance plans contained herein to employees who are regularly scheduled to work at least twenty-five (25) but less than thirty (30) hours per week. Current employees as of July 1, 2003, who are not presently enrolled in the District's insurance plan as of the effective date of this Contract or who transfer to or are otherwise employed in another position after July 1, 2003, must meet the minimum requirements for Board payment of the premium cost of insurance plans contained in this paragraphs in order to be “grandfathered,” i.e., they must be regularly

scheduled to work at least fifteen (15) but less than twenty (20) hours or more per week. The exception shall be the life insurance plan, which the Board will pay at 100% of the premium cost.

18.03 The Board will not pay to provide any insurance plans contained herein for employees who, as of July 1, 2003, were regularly scheduled to work less than fifteen (15) hours per week. However, for employees hired on or after July 1, 2003, the Board will not pay to provide any insurance plans contained herein for employees who are regularly scheduled to work less than twenty-five (25) hours per week. Current employees as of July 1, 2003, who are not presently enrolled in the District's insurance plan as of the effective date of this Contract or who transfer to or are otherwise employed in another position after July 1, 2003, must meet the minimum requirements for Board payment of the premium cost of insurance plans contained in paragraph 18.03, i.e., they be regularly scheduled to work at least fifteen (15) hours or more per week as set forth above.

18.04 The Board agrees to provide the following insurance as set forth on "Attachment A":

- A. Group term life insurance policy to a maximum coverage of \$50,000.
- B. Hospitalization and Major Medical with an optional Health Maintenance Plan provided, and prescription drug;

1. Schedule of Coverage:

Effective January 1, 2009 – June 30, 2012:

Health Savings Account – Plan HDB; all premiums paid by the Board; In-Network Fees: \$1,500 Single Deductible and/or \$3,000 Family Deductible (and any increase in the minimum deductibles imposed by the Federal Government).

Once the annual Single or Family Deductible is met, all plan services are paid at 100% by the insurance carrier.

The Board will fund eligible bargaining unit members' health savings accounts (HSA) at 100% for the duration of this Contract with 100% funding expiring ("sun-setting") at the end of the Contract, subject to renegotiation.

2. Spousal Exclusion for Spouses of New Hires

For all bargaining unit members hired on or after July 1, 2009, the following will apply:

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or

public retirement plan) sponsored group insurance coverage(s). Dependent children of the employee may remain on the Board's coverage.

Any employee's spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in the employee spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

3. Insurance – Spousal Exclusion for Employees Hired Before July 1, 2009

Except as otherwise provided for employees hired on or after July 1, 2009 in paragraph 2., above, for all other employees:

- A. Any spouse (of a bargaining unit member) who has access to Medical Coverage through their current employer or has access to any State or Federal sponsored plan, he/she shall be excluded from the Lordstown Local School District health insurance plan unless he/she is required to pay \$250.00 or more per month in premium contributions for single coverage.
- B. Dependent children of eligible bargaining unit members with excluded spouses will be permitted to remain on the Lordstown Local School District plan in accordance with the requirements of that plan.

- C. Spouses who have been excluded will nevertheless be permitted to remain on the Dental and Vision plan of the District.
- D. If an excluded spouse involuntarily loses coverage described above, he/she will be permitted to enroll back into the District plan as soon as possible; however, if eligibility for the Lordstown Local School District plan is based upon the cost of cost of the excluded spouse's single coverage exceeding \$ 250.00 per month (or as may be adjusted per E. below) during a spouse's exclusion, re-enrollment will be at the District's next enrollment period and the District will not be responsible for any additional costs to the spouse for such intervening period.
- E. The \$250.00 monthly threshold amount for exclusion set forth in A., above, will be tied to the annual STRS and SERS rates for single coverage to the extent that if those rates change by a certain percentage up or down, the \$250.00 threshold amount will change accordingly, effective at the beginning of the coverage year.
- F. Each member will be required to have an Employer Insurance Statement filled out and returned to the Treasurer's Office as soon as possible.
- G. Effective on July 1, 2011, all bargaining unit members who participate in the District Insurance Plan will pay 10% of the monthly premium amount, which corresponds to their selected coverage. The family amount will be capped at \$ 1,500.00 per year.

4. Payment "In Lieu" of Insurance

Effective with the 2009-2010 contract year, "in lieu of" compensation for those who opt out of District medical insurance coverage will be \$2400 (\$100 per pay, \$200 per month), with payments made through the District's Qualified Section 125 Plan.

18.05 The Board retains the right to select the carrier(s) to provide the insurances specified herein provided that the level of coverage is equivalent to or greater than current benefit levels.

18.06 The Board and Association agree to incorporate a Second Opinion Surgery Program and Hospital Utilization Review Program into the medical benefit program.

18.07 INSURANCE COMMITTEE

- A. The Insurance Committee shall be comprised of three members appointed by the Association and an equal number appointed by the Board. Other bargaining units may participate in this Committee if they so agree in their agreement with the Board. In the event other bargaining units participate, the number of Board representatives

shall equal the combined number of union members. The parties may designate substitutes to attend in the event a member is absent.

- B. The Insurance Committee shall conduct an ongoing review of this insurance regarding costs versus benefits, experience, rates and alternatives.
- C. The Insurance Committee shall have the authority to recommend by a 2/3 vote, to the Association and the Board, changes in the nature and extent of the insurance coverages. No change, aside from that authorized by 18.06, above, shall become effective until approved by both the Association and the Board. The parties agree that any recommendations of this Committee and its members are not to replace or abrogate the authority of the Association as the exclusive representative of this bargaining unit or the authority of the Board.
- D. The Insurance Committee shall meet at least four times during the school year and shall maintain minutes of their meetings which shall be approved by the Committee members. Copies of these minutes shall be furnished to the Superintendent and Association President.

DESCRIPTION OF BENEFITS

- I. **Major Medical/Prescription Drug:** The Board proposes to coverage comparable to that currently being provided with the following parameters:
- II. **Dental:** The Board proposes to provide coverage comparable to or better than that currently being provided.
- III. **Vision:** The Board proposes to provide vision coverage comparable to or better than that currently being provided.
- IV. **Memorandum of Understanding:** The Board has provided this description of the health insurance coverage with full knowledge that the other employee group has accepted the new health insurance program, and that the provisions of the September 1, 2000 memorandum of understanding (p. 32 of the current agreement) are in effect. By that agreement, the health insurance program accepted by the other employee group will become the health insurance plan for this bargaining unit and nothing herein shall be construed to alter or in any way waive the provisions of that memorandum of understanding.

ARTICLE XIX - SALARY PROVISIONS/ECONOMIC TERMS

- 19.01 The salaries of all bargaining unit members will be based on the negotiated salary schedules contained in the Agreement.
- 19.02 Notice of the salary to be paid the succeeding year will be given to each employee no later than July 1.

- 19.03** The Board shall issue a salary notice or contract to each employee. The salary notice shall include the following:
- A. Number of days to be worked each year
 - B. Number of hours per day
 - C. Hourly rate of pay
 - D. Number of paid holidays
- 19.04** Salary increments for experience are granted only at the beginning of each school year. Employees appointed during the school year are given a full year's credit if they start to work no later than the first day of the second semester and complete one hundred twenty (120) days.
- 19.05** Twelve (12) month employees will be paid in twenty-six (26) biweekly pay periods. In years when there would be twenty-seven (27) pay dates for twelve month employees, these employees shall receive a three week pay on the first pay of the following year. Nine (9) month employees will have the option of being paid in nineteen (19) or twenty (20) equal bi-weekly pay periods depending on the school year. Requests for the short pay year shall be made in writing to the Treasurer no later than the first week of the school year.
- A. Paydays will be on alternate Thursdays.
 - B. Pay checks will be mailed during non-working paydays.
- 19.06** When an employee is assigned to work out of his/her normal classification, the affected employee will receive the base rate of the classification in which they are temporarily assigned or their regular hourly wage, whichever is greater. After five (5) consecutive work days on a temporary assignment, the employee will be moved to his or her appropriate experience step within the classification and will receive the corresponding rate of pay if greater than the employee's regular hourly wage.
- 19.07** In addition to the required deductions for federal and state income and retirement, deductions will be made at the written request of the employee for:
- A. Credit Union
 - B. Association dues
 - C. Tax sheltered annuities
Additional (new) tax sheltered annuities will be deducted effective with this contract only when a minimum of five (5) employees are enrolled in the annuities.
 - D. Optional life insurance

Any employee off on a scheduled leave (longer than two weeks) shall have paychecks mailed to their home, at no cost to the employee.

19.08 PLACEMENT ON SALARY SCHEDULE

All employees shall be placed on a step of the proper salary schedule for their job classification appropriate to their total years of service in that classification. New employees shall be placed at Step 0 of the appropriate salary schedule.

19.09 MILEAGE REIMBURSEMENT

Employees required by an administrator to use their personal vehicle in the performance of their job will be reimbursed for such use at the rate reimbursed to other employees of the Lordstown Local School District.

19.10 PHYSICAL EXAMINATIONS

The Board agrees to pay the full cost of any physical examination required of any employee when continued employment is contingent on such an examination. The employee shall select such physician from a list of physicians provided by the Board.

19.11 SERS PICK-UP

- A. The Board agrees with the Association to implement the SERS "pickup" utilizing the salary reduction method of contributions to the State Employment Retirement System paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:
 - 1. The amount to be picked up on behalf of each employee shall be 8.75 percent (8.75%), or the percentage equivalent to the employee contribution rate established by SERS, if changed.
 - 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
 - 4. Payment for all paid leave, sick leave, personal leave, and severance including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).
- B. Each employee will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

ARTICLE XX – GENERAL PROVISIONS

20.01 CONTRACTING OUT

During the term of this contract, no sub-contracting will be entered into which will replace positions or reduce the regular hours of members of the bargaining unit until a meeting to discuss the necessity and/or advisability of such sub-contracting has been afforded the representative(s) of OAPSE by the Board.

20.02 MEDICATION

Unless properly trained and/or required by the terms of a student's IEP of accommodation plan, no employee will be required to administer medication to students.

20.03 COVERING ABSENCES

The Board shall make all reasonable attempt to secure substitute(s) when an employee(s) is absent on sick leave or other scheduled leave to maintain the work schedule.

ARTICLE XXI - ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. This agreement represents a completion of negotiations on all bargaining issues for the duration of the agreement.

ARTICLE XXII - DURATION OF AGREEMENT

- 22.01 This agreement between the Lordstown Local School Board and the Ohio Association of Public School Employees Chapter #774 shall be in effect from June 30, 2011 through June 29, 2014, at which time it shall expire.

Signed the 29th day of June, 2011 by the Parties:

For the Association:

Charles R Worley

For the Board:

Mark A. Filmore
William C. Fobler

APPENDIX – RECIPROCAL COMPENSATION

During the term of this Agreement, should the District's certificated employee group receive any wage increase, then the same percentage increase shall be granted to the Local 774 bargaining unit, effective the same date, following ratification by Local 774 and adoption by the Board of a successor agreement.

Any changes to health insurance coverage agreed to by the District's certificated employee group shall be accepted by OAPSE Local 774. These changes shall be automatically effective on the same date they are effective for the other employee group, regardless of whether a successor agreement has yet been ratified by Local 774 or adopted by the Board.

The parties agree that this Appendix concerning reciprocal compensation will expire upon the completion of the term of this Agreement, unless retained by the mutual consent of parties in negotiations within a successor Agreement.

APPENDIX – GRIEVANCE FORM

GRIEVANCE FORM

Formal Step One

Name of Grievant _____ Date of Filing _____

Building _____ Assignment _____

Date of Informal Meeting _____

Date of Alleged Grievance _____

Statement of Grievance: (Include a description of the facts and specific citation to the Article(s) and Section(s) of the Agreement which you are claiming has been misrepresented, misapplied, or violated)

Relief Sought:

Signature of Grievant _____ Date _____

Signature of Principal/
Superintendent/Designee _____ Date _____

GRIEVANCE DISPOSITION
(Multiple Steps)

To: _____

Date: _____

This is to inform you that your grievance processed at Step _____ was disposed of as follows:

Date of Hearing: _____

Participants in Hearing:

Principal/Supervisor/Superintendent/Designee's

Signature _____

Date _____

Received by Grievant/Representative

Date _____

Signature _____