

11-MED-03-0480

K#28901

STATE EMPLOYMENT
AGREEMENT

2012 OCT 15 P 4:24

between

THE NEW LEBANON LOCAL BOARD OF EDUCATION

and

**THE NEW LEBANON CHAPTER #650
OAPSE 'AFSCME/AFL-CIO'**

Effective July 1, 2011 through June 30, 2014

TABLE OF CONTENTS

Article 1	Parties to Agreement	1
Article 2	Recognition	1
Article 3	No Strike Clause.....	1
Article 4	Negotiations.....	1
Article 5	Impasse	2
Article 6	No Precedent	2
Article 7	Board Rights	2
Article 8	Association Rights	3
Article 9	Labor Management Committee	4
Article 10	Payroll Procedures	5
Article 11	Vacancies, Transfers, Job Postings	6
Article 12	Classification Pay	7
Article 13	Job Description	8
Article 14	Seniority	8
Article 15	Reduction in Force	8
Article 16	Evaluation Procedure	9
Article 17	Personnel Files	9
Article 18	Progressive Discipline	11
Article 19	Grievance Procedure	11
Article 20	Assault Leave	14
Article 21	Court Appearances	14
Article 22	Family and Medical Leave Act (FMLA)	15
Article 23	Funeral Leave	16
Article 24	Personal Leave	16
Article 25	Sick Leave	17
Article 26	Unpaid Leave of Absence	17
Article 27	Calamity Days	18
Article 28	Holidays	19
Article 29	Longevity	19
Article 30	Mileage Reimbursement	19
Article 31	Overtime	19
Article 32	Release Time for Meals and Breaks	21
Article 33	Retirement Pay	21
Article 34	Shift Differential	22
Article 35	Transportation	22
Article 36	Abstracts, Drug Test, Criminal Investigation Check..	25
Article 37	Paperwork Compensation	25
Article 38	Vacation	25
Article 39	Salary and Fringe Benefits	26
Article 40	Rehiring Retired Employees.....	27
Article 41	Insurance Committee	29
Article 42	Miscellaneous	29

Article 1. PARTIES TO AGREEMENT

The parties to the within agreement are the New Lebanon Local Board of Education (herein referred to as the Board), and the Ohio Association of Public School Employees (OAPSE), AFSCME/AFL-C10 and its Local #650 (herein referred to as the Association).

The purpose of this agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

Article 2. RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative of the classified staff for the purpose of arriving at an agreement on proposals concerning wages, hours, employee benefits, working conditions and the continuation, modification or deletion of existing provisions of the Agreement. Classified staff shall include all full-time and regular short-hour employees of the district described in the following unit.

For the purpose of clarifying district classification content, the following definition shall prevail:

- | | |
|------------------------|---|
| Aides | Food Service (dishwashers, serving aides, aides) |
| Bus Drivers | |
| Cashiers | Maintenance |
| Clerks | Maintenance Helper/Bldgs. & Grounds/Mechanic's Helper |
| Cooks | |
| Custodians | Mechanic |
| Technology Coordinator | Secretaries |

Article 3. NO STRIKE CLAUSE

For the duration of this Contract, neither the OAPSE Local #650, its agents or the employees represented by the Local shall engage in, assist in, sanction or approve any strike, slow down, or withholding of services designed to interfere with the normal operation of the school district. The Board shall not lock out employees covered by the Agreement in any manner that would result in a loss of pay.

Article 4. NEGOTIATIONS

The designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's

negotiating team and the Association's negotiating team will be limited to six (6) members each. Neither party shall have control over the selection of the other party's team members.

While no final contract shall be executed without ratification by the Association and formal acceptance by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations. All members of each negotiating team shall bargain in good faith at all times and shall bargain at all times with the intent of reaching agreement.

No new proposals may be exchanged between the parties after the second negotiations session. Once an item has been tentatively agreed upon by the representatives of both negotiating teams, the item shall be removed from any further discussion and/or consideration by the parties during the remainder of negotiations.

Once the parties have formalized a final, ratified, and accepted contract, a copy of that contract shall be filed with the State Employment Relations Board.

Article 5. IMPASSE

During negotiations for a successor Agreement, either party to this Agreement shall have the authority to declare that negotiations in progress are at an impasse. The term "impasse" shall be defined, for purposes of this section, as the point during bargaining at which either or both parties believe that they have bargained in good faith without resolution of all items and no resolution of the remaining items is foreseeable by either or both parties. When impasse is declared, the Federal Mediation and Conciliation Service shall be used in lieu of the mediation and fact-finding procedures under Ohio Revised Code Chapter 4117. Impasse shall last for sixty (60) days following the first meeting with the Mediator. Once the impasse procedure has been completed, the Association may exercise any rights available to it under Ohio Revised Code section 4117.14(D).

Article 6. NO PRECEDENT

If, after this agreement, any statute in the State of Ohio becomes effective which determines that any item previously negotiated is not a permissible subject for negotiation, further negotiations shall not include that topic.

If any topic, not previously negotiated, is determined to be in the nature of a "permissive" topic as that term is known in federal labor law, then neither party shall be deemed to have committed an unfair labor practice by refusing to negotiate on that topic.

Article 7. BOARD RIGHTS

As stipulated in Ohio Revised Code section 4117.08(C), the Board of Education shall maintain its right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs

of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, discharge for just cause, lay off, non-renew, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Board as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Board as a governmental unit.

Article 8. ASSOCIATION RIGHTS

OAPSE Chapter #650 shall have the following rights and privileges:

- A. The use of designated areas in school buildings at no charge for the purpose of association meetings. Such use shall be contingent upon prior approval of the Superintendent/building principal. Such use shall be confined to times of the day when school is not in session and shall be arranged with the building principal at least three (3) days in advance.
- B. Association materials may be sent from one building to another using the school mail for communication to its membership so long as the use of such services does not impose additional costs upon the board.
- C. Association materials may be posted on bulletin boards located in the employees' workrooms.
- D. The association may submit items of a non-political nature to be announced over the public address systems to the building principals at least forty-eight (48) hours prior to the date/time of the intended announcement. Each building principal will consider whether items submitted for public address announcement are appropriate for such announcement and if so, the time/date to announce the items.
- E. The association shall be provided, upon request, the names and addresses of newly employed classified staff members.
- F. The association may use the school office machines and materials with

prior written approval of the building principal/superintendent upon payment of the rate per copy for such use.

- G. Two (2) authorized delegates shall be permitted to attend the annual OAPSE conference without loss of pay (3 days maximum). Notification of delegate status and intent to attend said meeting shall be presented to the superintendent at least two (2) weeks prior to the meeting date. The two (2) authorized delegates cannot be from the same classification unless substitutes are secured.
- H. Any classified employee wishing to attend an OAPSE local meeting during his/her regular working hours may do so with the approval of the superintendent or designee providing the time that he spends in the meeting is made up during the same shift that the meeting takes place by making up the time before or after his/her regular shift.
- I. Any association member may, at any time prior to September 15, of each school year, sign and deliver to the treasurer's office an assignment authorizing deduction of membership dues and assessments of the association. Any request to cancel a previously authorized deduction must be in writing, signed by the association member requesting such cancellation.

The deduction of membership dues shall be made from each paycheck for twenty (20) pay periods beginning with the first pay in October of each year.

During the life of this three year contract, there will be one revocation period of association membership. This period shall be from June 15 - June 30, 2014. Failure to meet this revocation period would result in a member having association dues withheld automatically for the three year period. Requests for withdrawal from the association must be submitted in writing to the OAPSE State Office in Columbus with a copy submitted to the School District Treasurer.

Article 9. LABOR MANAGEMENT COMMITTEE

The purpose of the Labor Management Committee shall be to promote the improvement of personnel management and employer-employee relations.

Labor management meetings may be held quarterly. Additional meetings may be scheduled and regular scheduled meetings may be omitted upon mutual agreement. Specific meeting dates are to be scheduled by the Superintendent or his designee and the OAPSE President. These meetings are designed to address needs and concerns of both the Local and the Board, but mandatory subjects of bargaining should never be addressed during these meetings, because these subjects are only appropriately addressed through the negotiations procedure as outlined in this agreement. Meetings may be scheduled for a period of two (2) hours.

The Superintendent or his designee may appoint a committee of no more than six (6)

members.

OAPSE may appoint a committee of five (5) members, which may include the OAPSE Field Representative. Any committee member wishing to attend such meetings during his/her regular working hours may do so providing the time that he/she spends in the meeting is made up during the same shift that the meeting takes place by making up the time after his/her regular shift, unless the Superintendent approves release time for such attendance. Each party shall prepare an agenda for the meetings detailing topics to be discussed at the meeting. Meeting topics shall be limited to those listed on the agenda. Copies of the agenda shall be provided to the other party at least three (3) days prior to the meeting.

Article 10. PAYROLL PROCEDURES

Payroll periods are established on the basis of every two weeks and twenty-six (26) pay periods per year. Both parties acknowledge that there may be years in which there would be a potential twenty-seventh (27th) pay period. In that instance, the Board may adjust pay checks to ensure that no overpayment occurs or may extend the affected pay period by one (1) week. Pay checks will be made available no later than the end of the normal working day on pay day. When a pay day falls on a holiday, a conference day, a day of vacation, or a scheduled day off, the pay will be made on the preceding day or the last work day.

Payroll mistakes in the amount of seventy five dollars (\$75.00) or more which are attributable to the Board and/or Administration (including supervisors) shall be rectified within five (5) working days. All other payroll mistakes shall be rectified at the time of the next pay period. The Treasurer's Office will provide copies of employees' time sheets to the employees' supervisors at the time of payment.

Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, and the employee's share of the retirement contribution. Deductions may be made upon the request of the employee for the credit union, tax sheltered annuities, Association dues, income protection, Supplemental Retirement Programs, People, and United Way. Said deductions shall be properly forwarded within five working days. The Treasurer is authorized to mail union dues to the state OAPSE office within five (5) working days after such deductions are made.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

All newly hired employees hired on or after July 1, 2005 shall be placed on direct deposit effective the first pay of the 2005-2006 school year.

During the summer months, checks will be mailed. The employee will provide the

Treasurer's Office with his/her new address upon change of residence. The responsibility of the Treasurer's Office shall be to place the checks in envelopes and place the envelopes in the United States mail or direct deposit.

Time sheets will be distributed on the first day of the work week by the supervisor. They must be returned to the supervisor by the end of each week before the end of the last shift. Alterations on time sheets made by the classified employee's supervisor will be discussed with the employee before time sheets go to the payroll office.

Article 11. VACANCIES, TRANSFERS, JOB POSTINGS

A. Job Posting:

When a vacancy occurs in a classification, within ten (10) days prior to the start of the school year or during the school year, it shall be posted in a conspicuous place for a period of five (5) working days. If the vacancy occurs during the summer break, it shall be posted for a period of ten (10) working days. Employees will also be notified through call command. An employee desiring to be considered for the position must request the vacant position in writing to the Superintendent. The notice of vacancy posting shall include the following information:

1. Job Title
2. Brief description of the position and duties
3. Minimum qualifications required for the position
4. Number of hours per day and proposed shift
5. Days per week and months per year
6. Salary Minimum
7. Deadline for filing job application

B. Permanent Transfers:

An employee wishing to transfer from one position to another shall address such request in writing to the Superintendent. Such requests should be made no later than June 1 of the school year preceding the year in which the transfer would take place.

C. Temporary Job Transfers:

When a position is known to be vacant on a temporary basis for more than five (5) working days, but less than forty-five (45) working days due to an employee being on either unpaid or paid leave of absence or due to District need,, such position shall be awarded to the most qualified employee requesting such vacancy in the classification. The term "most qualified" refers to the employee whose qualifications for the position most closely match those listed in the job description for the position. In the event two or more persons are equally qualified, the most senior employee shall be awarded the position. If deemed necessary by the administration, the resulting vacant position shall be filled by a substitute employee.

When a position is known to be vacant on a temporary basis for more than forty-five (45) work days due to an employee being on either unpaid or paid leave of absence or due to District need, such position shall be posted for claim and awarded to the most

qualified senior employee within the classification on a district-wide basis who applied for the position. In the event two or more persons are equally qualified, the most senior employee shall be awarded the position. If a current employee is not selected for the position, that (those) employee(s) shall have the right to receive reasons from the Administration as to why that employee was not selected for the position. If deemed necessary by the Administration, the resulting vacant position shall be filled by a substitute employee.

Upon return of the absent employee, such employees affected by this process shall return to their original positions and starting times. The Superintendent has the authority and responsibility for all transfers and reassignments.

D. Salary Adjustments by Transfer:

An employee transfer from one division to another, i.e. food service to transportation, will automatically carry total system-wide seniority for lay-off protection should that be necessary to return to a former division. An employee transfer will carry beginning or entry level seniority at the time of same.

An employee transfer may carry forward one of the following for salary purposes:

1. One-half of the employee's current years of seniority to a maximum of four (4) years.
2. One-half of the years on the new position's salary schedule to a maximum of four (4) years.

New employees shall not be placed higher than step 4 at the time of initial employment.

E. Employee Bidding Rights:

Before filling a permanent vacancy or before affecting a transfer of any employee, the Board and Administration shall first consider the application of any current employee for the vacancy or transfer. In the event that no current employee is qualified for the position, per the qualifications listed in the job description for the position then the Administration may choose to fill the position with an external applicant. In the event that the Board decides not to fill the vacancy or transfer with a current employee, the Superintendent or his/her designee shall explain the reasons for the Administration's decision to said employee if requested.

Article 12. CLASSIFICATION PAY

When employees are requested by the Superintendent or designee, to work outside their normal annually scheduled obligations, outside of their assigned classification, such work will take place during or begin during the employee's regular work day, and the employee accepts such assignment, they will be compensated at their regular rate of pay or the base rate of the classification within which the employee agrees to work, whichever is higher. If all of the factors set forth above are not met, the employee will be paid at the appropriate substitute rate for the classification in which the work is being performed.

Article 13. JOB DESCRIPTION

The association shall be furnished a copy of the job description of each classification covered under the terms of this contract. The association shall be notified of such changes anticipated and the effective date of such change, and every effort will be made to notify the association prior to the effective date.

Article 14. SENIORITY

System seniority shall be defined as the length of continuous employment by an employee with the Board as computed from the employee's date of hire. The term "length of continuous employment" means the length of uninterrupted service an employee has with the Board.

Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. The term "length of employment" means the length of uninterrupted service an employee has in a particular job classification. Job classification shall correspond with the job classification set forth on the salary schedule as published by the Board of Education.

Article 15. REDUCTION IN FORCE

Procedure for Reduction in Force:

When a reduction in force becomes necessary in a classification due to building closure, abolition of classifications, lack of funds, or lack of work the following procedures shall be employed:

- A. The administration shall attempt to limit the employees affected by reduction in force by not replacing employees who resign, retire or otherwise vacate a position;
- B. When layoffs occur, employees shall be laid off by seniority within the classification with the least senior employee laid off first. However, an employee who is to be laid off and who had employment seniority with the Board in another classification (no more than ten (10) years previously) shall be permitted to bump into the other classification in which he/she had seniority if there are employees in that other classification with less seniority in that classification than the employee exercising bumping rights. Qualifications for job positions shall not be changed when a reduction in force is implemented until the bumping procedure has been completed;
- C. The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off;
- D. The Board shall furnish the association a list containing the names, seniority dates and classifications and indicate which employees are to be laid off, no later than seven (7) days prior to the effective date of layoffs. Each notice of

layoff shall state the following:

1. Reasons for the layoff or reduction
2. The effective date of the layoff
3. A copy of the layoff and recall provisions of this contract

Reinstatement List and Procedures:

- A. For the classification in which layoffs occur, the Board shall prepare a reinstatement list and the name of all employees who have been suspended shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.
- B. Vacancies, which occur in the classification of layoff, shall be offered to and accepted within seven (7) days of receipt of notice by the employee standing highest on the layoff list.
- C. Any employee who declines reinstatement or fails to respond within seven (7) days of receipt of notice of recall shall be removed from the reinstatement list. However, if an employee declines reinstatement during the term of this agreement to a position of fewer hours than the position the employee was originally laid-off from, the employee shall retain any and all rights as determined by unemployment and shall also retain their rights to recall for the balance of their individual recall period calculated from the original date of layoff.
- D. The notice of recall shall be made by certified mail to the last address on file with the superintendent. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement seven (7) days after postal delivery by certified mail was attempted.
- E. The employee's name shall remain on the recall list for a period of one (1) year from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.
- F. An employee who has been laid off and is on the recall list shall not earn service credit for placement on the pay schedule for the period of time he/she is laid off.

Article 16. EVALUATION PROCEDURE

A uniform evaluation form shall be adopted for use in the system. A copy of the current form will be provided to each employee prior to October of each year.

If anything is expected of the employee beyond that set forth in the evaluation form, it shall be presented to the employee in writing prior to evaluation.

Article 17. PERSONNEL FILES

A personnel file of each classified employee shall be maintained at the central office.

Pre-employment letters of recommendations may be maintained in a separate file.

Personnel records may include, without limitation, the following:

- A. Application for employment including references
- B. Copy of latest contract, properly signed
- C. Copy of latest salary notice
- D. Medical examination form
- E. Current Ohio certificate, if appropriate
- F. Experience record
- G. Personal data form
- H. Record of military service
- I. Record of tuberculosis test or x-ray
- J. Evaluations. (An employee shall be provided the opportunity to sign his/her evaluation before it is put into the central file. If the employee refuses to sign, it may be placed in the file without the employee's signature.)
- K. Other documentation

No anonymous letter or materials shall be placed in the employee's file.

Upon written request of the employee, he/she may be permitted to examine his/her personnel file in the presence of the Superintendent or his/her designee. Such request may not be honored during the two weeks prior to the opening of the school term or during the first two weeks of the school term, due to the work load at the Central Office during these particular times. No derogatory statement about an employee originating outside of the public system shall be placed in the personnel file; provided further, that any official report or statement originating within the public school system may be placed in the personnel file only if the employee is sent a dated copy thereof and given an opportunity to initial the file copy. The employee may respond and such response shall be attached to the filed copy.

The employee shall be entitled to a copy, at their expense, of any materials in their files except for materials originally applied for prior to employment.

Upon request, any personnel file may be made available to a quorum of the Board of

Education in executive session. Personnel files shall be made available for inspection pursuant to Ohio's Public Records Act.

The rules governing the personnel files as outlined in this Article shall be supplemental to and in addition to Section 149.43 of the Ohio Revised Code.

Article 18. PROGRESSIVE DISCIPLINE

The administration may take disciplinary action against any employee for violations of, or failure to comply with, any provisions of this contract or any rules and regulations adopted by the board, or other good and just cause.

Normally, disciplinary action will be by progressive discipline.

Usually, the progressive disciplinary procedure will proceed under normal circumstances as follows:

1. Verbal warning
2. Written reprimand
3. One (1) to ten (10) day suspension without pay
4. Termination

However, if in the opinion of the superintendent/designee, such behavior of the employee warrants suspension or termination, such suspension or termination will proceed.

An employee will be permitted to have the OAPSE Field Representative or designated member of the bargaining unit at any disciplinary or fact-finding hearing from which suspension or termination may result. Notice of the purpose of any such disciplinary or fact-finding hearing will be provided to the employee prior to the hearing. The employee will be informed of his/her right to OAPSE representation in such notice.

No prior act will be considered in an employee disciplinary proceeding unless the employee was warned, reprimanded or otherwise disciplined for such prior act.

Article 19. GRIEVANCE PROCEDURE

Definition

A grievance is a written claim by a member based upon an alleged misinterpretation or misapplication of the provisions of this agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

Procedure

Grievances shall be handled in the following manner:

Step One: A member may present directly or through his/her building

representative, his/her potential grievance to his/her immediate supervisor. The potential grievance shall be submitted orally. If the potential grievance is not satisfactorily adjusted informally, the process may proceed to Step Two.

Step Two: The written grievance must be initiated at Step Two within twenty-five (25) calendar days of the date of its alleged occurrence. An aggrieved employee may present directly or through his/her OAPSE president, his/her grievance to his/her immediate supervisor in writing. If the grievance is not satisfactorily adjusted within five (5) work days after the submission of the grievance, the immediate supervisor within five (5) work days after the submission of the grievance shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party and the OAPSE president. Failure to file the grievance within the time period provided herein shall result in a waiver of the grievance.

Step Three: If the grievance is not satisfactorily resolved at Step Two or if the procedures called for at Step Two are not followed, the grievant, the OAPSE president, may submit the grievance in writing to the superintendent or designee within five (5) work days of the receipt of the response at Step Two or within five (5) work days after the time periods called for in Step Two have passed. Within five (5) work days of the receipt of the grievance at Step Three, the Superintendent will meet with the grievant in an attempt to resolve the grievance. Within five (5) work days after this meeting, the Superintendent shall deliver to the grievant and the designated officer the response to the grievance.

A grievance may be initiated at Step Three when the subject is not within the realm of responsibility or control of the immediate supervisor, principal or district supervisor. A grievance must be filed in writing within twenty-five (25) calendar days of the occurrence and the procedure stated for Step Three above shall apply except that the superintendent or designee may refer the grievance back to Step One or Step Two. If the grievance is referred back to Steps One or Two, the procedures stated for those levels shall be followed except the twenty-five (25) calendar day limitation shall be determined by the date of original filing at Step Three.

Step Four: In the event the grievance is not satisfactorily resolved at Step Three, the grievant, OAPSE President or OAPSE Field Representative may request grievance mediation through the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) calendar days after receiving the Step Four decision. The mediator will be asked to establish a date within thirty (30) days of receiving the request for mediation. Each party will be responsible for the fees and expenses of its representative.

The mediator shall not have the power to ignore, add to, subtract from or modify the negotiated policies, and the mediator may consider only the specific language of this agreement. Only grievances as defined herein shall be subject to grievance mediation.

Arbitration

If mediation is unsuccessful, the grievant, OAPSE President, or OAPSE Field Representative may request that the matter be submitted to arbitration. The request for arbitration shall be served upon the Superintendent within ten (10) days of the date of the mediation was unsuccessful. Upon request for arbitration, OAPSE and the superintendent will jointly submit a request to the American Arbitration Association to provide the parties with a panel of eleven (11) arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the Rules of the American Arbitration Association. The board of education and the association shall equally share the fees and expenses of the arbitration and any expense incidental to the arbitration proceeding. Any party who unilaterally cancels the arbitration shall be held responsible for the cancellation fees. Each party will be responsible for the fees and expenses of its own representative.

Unless contrary to law, OAPSE, the superintendent and the aggrieved party will be bound by the decision of the arbitrator. The arbitrator shall not have the power to ignore, add to, subtract from or modify the negotiated policies, and the arbitrator may consider only the specific language of this agreement. Only grievances as defined herein shall be subject to arbitration; and all issues of procedural arbitrability will be heard by the arbitrator in a hearing and award separate from a hearing to determine the substantive issues or merits of a grievance.

Miscellaneous

Grievances initiated at Step Three have the right of a conference at that step.

If the board of education administrators named herein to administer this grievance procedure shall fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step will be considered termination of the grievance.

Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding grievance settlements which require a change to an entry or record in a personnel file may be attached to that item in the file.

Copies of grievance forms will be made available in all building principal's offices and supplied on request to individuals.

No censure or other adverse action will be taken against any grievant or administrator participating in this grievance procedure.

The Union and each member of the bargaining unit agree that this procedure for adjustment of grievances is fair and complete and that it constitutes the sole and exclusive method for the adjustment of grievances.

In the case of a group grievance notice, said notice shall be given to the association president or his/her designee.

Time limits specified herein may be altered by mutual agreement of the parties in writing.

Article 20. ASSAULT LEAVE

A member of the bargaining unit who is absent from work due to a physical disability caused by a physical assault on him/her which occurred while the bargaining unit member was performing his/her duties and which was not the result of improper conduct by the employee requesting leave shall be eligible for assault leave. Assault leave must be approved by the Superintendent or designee. Full pay status (days not charged as sick leave) pursuant to assault leave shall be granted for a period of up to thirty (30) days.

The member of the bargaining unit will provide the following on the appropriate form within two (2) days of the occurrence when possible:

1. A state of the nature of injury
2. A state of the date and time of occurrence
3. A statement identifying the individuals causing the assault if known
4. Facts and circumstances from a board approved, licensed physician or emergency room describing the nature of the injury sustained and certifying the need for assault leave. If the employee is eligible for assault leave, but not workmen's compensation, the Board will pay the cost of the physician's initial examination over and above that covered by the individual's insurance
5. The employee must file a criminal complaint and/or police report. All documentation must be completed before assault leave is granted.

Upon completion of the appropriate documentation, the administration and association shall assist the member of the bargaining unit of his/her rights, assist in any way possible and act as the liaison.

Any student who commits assault and battery on a member of the bargaining unit shall be subject to disciplinary action.

Following such leave, the employee shall be returned to duty provided he/she has not become eligible for disability retirement. A person on disability retirement shall be returned in accordance to Ohio Revised Code section 3309.41. Return from assault leave shall be based on the opinion of the employee's licensed physician.

Falsification of the signed statement to determine eligibility for assault leave benefits is grounds for suspension or termination of employment.

Article 21. COURT APPEARANCES

An employee who is required to be absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as a witness for a matter arising out of their employment must present the summons or subpoena to the supervisor within forty-eight (48) hours of receipt. Vital service employees may be excused from service, and the Board reserves the right to request the employee to, or itself, make the request to be excused.

Employees who serve as a juror shall be paid the difference between the court payment, if any, and their regular salary. The court payment must be presented to the Treasurer upon receipt by the employee. When an employee is excused from court duty for part of a day or for an entire day, the employee shall report to the appropriate supervisor in person or by telephone, for such assignment as is reasonable under the circumstances.

Article 22. FAMILY AND MEDICAL LEAVE ACT (F.M.L.A.)

By policy, the Board of Education provides for additional leave in compliance with the Family and Medical Leave Act. The policy reads as follows:

In accord with Federal law, the Board of Education shall provide up to twelve (12) work weeks of unpaid leave to all classified staff members who work more than 1250 hours during any consecutive twelve (12) month period for one of the following reasons:

- A. The birth or care of a child
- B. The adoption or foster care of a child
- C. The care of a spouse, son, daughter, or parent if such individual has a serious health condition
- D. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.)

If the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child. A staff member has the right, however, to take intermittent or reduced-leave schedule (half days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. The Superintendent may require the staff member to transfer temporarily to an alternative position at the same compensation when the intermittent or reduced-schedule leave is foreseeable and the transfer better accommodates recurring periods of leave, if the leave periods exceed twenty percent (20%) of the total number of workdays encompassing the period of anticipated leave.

Whenever the leave is necessitated by the serious health condition of the staff member or his/her family member, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of the need for treatment, the staff member shall provide such notice as early as practicable. The staff member shall make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operation of the District.

The Board shall require or the staff member may request that all accrued paid medical or sick leave, or personal leave be used to substitute for the family leave described in this policy. In cases in which the District has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

In the case of a serious health condition of a family member, the Superintendent is directed to obtain medical certification from the physician of the staff member or his/her family member, including:

- A. The date the serious health condition began;
- B. The probable duration;
- C. Appropriate medical facts regarding the condition;
- D. A statement that the staff member is needed to care for the family member;
- E. An estimate of the amount of time needed for such care.

In the event of the staff member's own health condition, a statement from his/her physician will be required which states that the staff member is unable to perform the functions of his/her position.

The Board reserves the right to obtain, at its expense, the opinion of a second health provider (other than the one employed on a regular basis by the Board). In the event of conflict, the opinion of a third health provider (other than the one employed on a regular basis by the Board) whose decision shall be binding and final.

The staff member shall provide the District with a statement from his/her physician that she/he is able to assume full-time responsibilities for his/her position.

At the end of any leave described in this policy, the Board shall restore the staff member to his/her former position or to one that is equivalent in responsibility and compensation.

During a family leave, the Board shall maintain the staff member's current coverage under the District's health insurance program, but the staff member shall not accrue any sick leave, vacation, or other benefits during the leave period.

If an employee does not return from an FMLA leave of absence, the employer may recover any health premiums paid unless the failure to return is due to (1) the serious health condition of the employee or his/her spouse, child, or parent, or (2) other circumstances beyond the employee's control.

Article 23. FUNERAL LEAVE

Three (3) days of absence (not chargeable against sick leave) will be allowed when a death occurs to the employee's current spouse, natural or adopted child, or employee's mother or father.

Article 24. PERSONAL LEAVE

A maximum of four (4) days of personal leave may be used per employee, per year, subject to the prior approval of the Superintendent. One (1) of these days may be unrestricted. The other three (3) days may be used only for those purposes as approved of by the Superintendent. Such personal leave may be used in no less than one-half (1/2) day increments.

Personal leave is not to be taken on the opening or closing days of school, the day before or the day after a period in which school is not normally in session (except in emergency circumstances, as approved by the Superintendent). A maximum of five (5) bargaining unit members may use personal leave on any given school day.

Any unused personal leave days remaining at the end of each school year shall be rolled over into the employee's accumulated sick leave.

Article 25. SICK LEAVE

For purposes of Ohio Revised Code section 3319.141, sick leave shall be cumulative up to two hundred eighty (280) days. Under Ohio Revised Code section 3319.141, employee's immediate family shall mean the employee's mother, father, husband, wife, child (including step, foster parent or child) or any other relative who is a permanent resident of the employee's household.

Any employee requesting sick leave under these provisions should call in his/her request no later than two (2) hours prior to the start of the employee's shift for which the employee will be absent due to sick leave.

Pursuant to the provisions of Ohio Revised Code Section 3319.141, any employee who falsifies a sick leave request shall be subject to discipline, including but not limited to suspension and/or termination. This provision shall supersede the other provisions of this contract that address Progressive Discipline (Article 20).

Up to four (4) days of earned sick leave may be granted for the death or serious illness of a near relative. A near relative shall be defined as the employee's mother-in-law, father-in-law, grandparent, grandchild, brother, sister, daughter-in-law, or son-in-law. Ohio Revised Code section 3319.141. states, in part, the employee must be paid for time lost due to illness or otherwise for not less than five (5) days annually as authorized by regulations which each Board of Education shall adopt.

An employee whose absence exceeds three (3) work days, shall be required to furnish a physician's statement upon return.

Article 26. UNPAID LEAVE OF ABSENCE

Upon receipt of a written request signed by the employee stating the circumstances, as well as the proposed length of the leave, the Board may grant an unpaid leave of absence for a period not to exceed one (1) year when the leave is for professional, educational or other purposes. Said leave may be requested more than once consecutively.

Upon return to service, the employee will resume the seniority status held prior to the first day of leave on the same job.

Benefits shall not accrue to an employee during an unpaid leave. However, benefits may be maintained at the employee's expense.

Unpaid vacation leave during an employee's contract year is discouraged. Requests for unpaid leave must be submitted to the superintendent in writing at least three days prior to said leave and is restricted to five days. The Superintendent has the right to reject said request based on work load and availability of qualified substitutes. Said rejection is not grievable. An employee who takes more than five (5) days of unpaid leave per contract year is subject to disciplinary action including dismissal.

Employees shall be required to notify the Board no later than May 1 of the whether the employee intends to return to work for the succeeding school year. Failure to do so shall result in an employee being placed on the recall list.

The provisions of this Article are intended to supersede any conflicting provisions of Ohio Revised Code section 3319.13.

Article 27. CALAMITY DAYS

As set forth in Ohio Revised Code section 3319.081(G), members of the bargaining unit shall be paid for days when schools are closed due to epidemic or other public calamity.

Members shall also be paid for situations involving emergencies declared by the Governor of the State and in extraordinarily grave events marked by great loss, lasting distress and affliction.

The Board reserves the right to require any and all members of the bargaining unit to report for work on calamity days.

For the statutory minimum number of calamity days, any employee required to work on a calamity day shall be paid their regular rate plus the regular rate for all hours worked. Any employee required to work on a calamity day in excess of the statutory minimums shall be paid their regular rate of pay for those hours worked.

If a calamity day is made up, all employees shall report to work, unless excused from work by the Board of Education. Any employee who has previously been paid in whole or in part for that day and did not report to work, shall not be entitled to additional compensation for the time worked on the make-up day for which the employee has already been paid.

Article 28. HOLIDAYS

Classified employees shall be paid for the holidays listed below:

9-10 Month Employees

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

11-12 Month Employees

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day & Day after
Christmas Day & Christmas Eve
New Year's Eve

In order to receive holiday pay, an employee must be on active work status on the day before or the day after said holiday.

Article 29. LONGEVITY

Longevity compensation will be granted to each classified employee who has completed fifteen (15) years of service to the New Lebanon Local Schools. The following pay shall become effective on the anniversary date of each employee's initial employment.

Each eligible employee shall receive longevity pay in a lump sum amount (see below) The lump sum payment shall be made the last pay in June.

Nine month employees	\$ 600
Ten month employees	\$ 630
Eleven and twelve month employees	\$ 655

Article 30. MILEAGE REIMBURSEMENT

Any employee in the bargaining unit required to use his/her vehicle on Board of Education business with prior approval of the Superintendent or his/her designee shall be reimbursed at the current I.R.S. rate.

Article 31 OVERTIME

Any hours worked by an employee who has already worked forty (40) hours for one weekly pay period shall be considered as overtime. Holidays shall count as hours worked for purposes of determining if the employee is entitled to overtime pay or compensatory time off.

An employee may request compensatory time off in lieu of cash compensation for overtime work. Such compensatory time shall be granted at the rate of an "hour and

one half" for all hours worked over forty (40) worked hours (subject to rules and regulations established by the Fair Labor Standards Act).

An employee shall not be permitted to accrue more than thirty-eight (38) hours of compensatory time. In addition, an employee shall use all compensatory time by January 1st and June 30th of each year. An employee must reduce compensatory time to zero by either using the time or taking the cash equivalent. Any compensatory time not used by January 1st and June 30th of each year shall be paid to the employee at the appropriate overtime rate. These requirements expressly define the "reasonable period" of time any employee can use compensatory time as contemplated by 29 C.R.F., 553.23 and 553.25, and expressly limit the amount of compensatory time an employee can accrue. To the extent the limitation on the amount of compensatory time an employee can accrue is inconsistent with 29 U.S.C., 207(o)(3)(a) (the applicable provision of the Fair Labor Standards Act), the terms of this agreement control.

An employee can only accrue compensatory time for hours worked in the employee's primary position. All overtime worked in the employee's non-primary position shall be paid as overtime.

Requests for use of compensatory time must be submitted two (2) days prior to use unless approved by the Superintendent.

Overtime Rotation

If the Board or its designee determines that employees are needed for overtime work for indoor events occurring on Saturday, Sunday or Board approved holiday at each individual building ("Building Overtime Events"), the custodians currently assigned to that building shall be offered the Building Overtime Events on a continuous rotating basis starting in order of seniority. Bidding for all scheduled Building Overtime Events where overtime work is needed will take place at the beginning of the year, with the most senior person on the list choosing first, and progressing through the seniority list. Any Building Overtime Events not selected by the building custodians shall be offered to all other custodial personnel on a rotating seniority basis. Any Building Overtime Events not selected through this process may be offered to substitute employees if available, or assigned to the least senior custodian on any overtime list, on a rotating basis.

For Building Overtime Events which were not known at the time of the initial bid, upon being advised of the Building Overtime Event and determining that overtime work is needed, the supervisor shall offer the event on a continuous rotating seniority basis to the custodians assigned to that building. All persons on the overtime list shall provide the supervisor a contact number. The supervisor will attempt to contact the employee at the provided number one time. If he/she is unable to reach the employee, the supervisor will move to the next person on the overtime list. If all persons on the overtime list decline the Building Overtime Event, then the Building Overtime Event shall be offered to all other custodial personnel on a rotating seniority basis. Any Building Overtime Event not selected through this process may be offered to maintenance employees. Then if maintenance employees decline, it may be offered to a substitute employee if available or assigned to the least senior custodian on any overtime list, on a rotating basis.

If the Board or its designee determines that employees are needed for overtime work for Friday, Saturday or Sunday Stadium Events, the overtime shall be offered to all maintenance, maintenance helpers and elementary custodians on a continuous rotating basis starting in order of seniority. Bidding for all scheduled Stadium Events will take place at the beginning of each year with the most senior person on the Stadium Overtime List choosing first, and progressing through the seniority list. Any events not selected through this process shall be offered to all other custodial personnel on a continuous rotating seniority basis. Any Stadium Events not selected through this process may be offered to substitute employees if available, or assigned to the least senior custodian or maintenance employee, on a rotating basis.

For any Stadium Events which were not known at the time of the initial bid, upon being advised of the Stadium Event, the supervisor shall offer the Stadium Event on a rotating seniority basis. All persons on this list shall provide the supervisor a contact number. The supervisor will attempt to contact them at the provided number one time. If he/she is unable to reach them, the supervisor will move to the next person on the list. If all persons on the list decline the offer of work, the work will be offered to all other custodians on the rotating seniority list. If all custodians and maintenance/maintenance helper personnel decline the event, the event may be offered to a substitute if available, or assigned to the least senior maintenance/maintenance helper person or custodian, on a rotating basis.

In the event the employee who has accepted overtime is unable to work the event, and notice is provided at least five (5) work days before the event, the event shall be offered on a rotating seniority basis, as described in the applicable process. If the notice is less than five (5) days, the supervisor may assign the work to the least senior custodian on the overtime list, or to a substitute.

Article 32. RELEASE TIME FOR MEALS AND BREAKS

All employees working more than five (5) hours per day shall be entitled to one-half (1/2) hour unpaid time for a meal and may retire to another area in the assigned building for the meal period. All employees shall be entitled to break time as follows:

Employees employed more than four (4) continuous hours per workday shall receive one fifteen (15) minute break. The supervisor may assign meal time and break time schedules for the employees in the department.

This paragraph shall not apply to bus drivers or bus aides while performing said duties.

Article 33. RETIREMENT PAY

The Board shall pay, upon proof of retirement from the School Employees Retirement System, an amount to be determined by multiplying the daily rate of the employee's base pay at time of retirement, exclusive of supplemental pay, by twenty-five percent (25%) of the number of days of unused accumulated sick leave provided that in no event shall the number of days of retirement pay exceed sixty three (63) days, for an employee with ten (10) or more years of service to the district, or more than fifty (50) days for an employee with less than ten (10) years service to the district. In order to be eligible for retirement pay hereunder, the employee must have an accumulation of sixty

(60) sick leave days at the time of retirement.

The check for the retirement pay will be given to the employee within thirty (30) days after the first day of retirement, or at the employee's option, the first regular pay in the next calendar year.

Payment for sick leave on this basis shall eliminate all sick leave credits accrued by the employee.

Article 34. SHIFT DIFFERENTIAL

A shift differential of thirty-five (35) cents per hour shall be paid to all employees whose normal working shift ends after 12:00 midnight. A shift differential of twenty-five (25) cents per hour shall be paid to all employees whose normal working shift ends at 8:00 P.M. or later, up to 12:00 midnight.

Article 35. TRANSPORTATION

The board agrees that all vacant bus routes shall be posted for bid. Routes vacated after the August bid and before February 1 shall be available for seniority claim. The resulting vacancy caused by seniority claim shall be filled by a new employee of the superintendent's choice. Routes vacated after February 1 shall be filled for the remainder of the school year by a new employee of the superintendent's choice.

Bus routes will be initially established by the transportation supervisor and may be modified and/or changed as the needs of the school system dictate.

All routes will be posted at least two weeks prior to the first day of school. Bidding on routes will take place one week prior to the start of school. Route bidding will be done according to seniority, with the most senior driver choosing first. A driver will be given a maximum of ten (10) minutes to bid the route.

The supervisor/designee will ride each route with driver to confirm the official route time. This will occur no later than the end of the third full week of the school year. The supervisor will post official routes and times within one week of completion. A route will be re-bid if it increased by fifteen minutes or more. If a route decreased by fifteen (15) minutes or more, the driver will have the option of re-bidding to another route based on seniority. Re-bids will be completed within fourteen (14) days after official routes and times are posted.

Drivers absent may leave a preference card and designate no more than three choices of routes. Should those routes be unavailable, or if no card is received, the driver shall be assigned any available route by the transportation supervisor.

Drivers with equal system seniority will refer to date on job application form to determine who bids first.

Handicapped routes within the district shall be posted for bid on an annual basis. Bus runs will be listed according to approximate miles, prior year's times and estimated current year's time.

Field trip and extra-curricular rates shall be:

First hour and a half (1.5 hrs.) of current bus driver rate. All hours after the first hour and a half (1.5) shall be at the rate of 9.96/hour.

Overnight field trips shall be paid from the time of departure at school until the return to school with a minimum of six (6) hours. Drivers shall not be paid for any time between the last call on the driver and vehicle to the first call of service the next day, subject to the minimum hour requirement contained in this paragraph. A total of twenty (20) additional minutes will be added per field trip for time worked before and after for all bus preparations necessary for the safe and clean transportation of district students to and from an assigned field trip. The only exception to this agreement will occur when an assigned field trip conflicts with or runs in conjunction with the driver's regular contracted time. In these instances, the driver will be paid regular contract pay rather than the ten (10) minutes of before or after prep-time pay.

Cancellation of any assigned field trip shall result in payment of one and one-half (1.5) hours to affected driver if not notified in advance by the supervisor/designee (may include coach or advisor or administrator) in advance of show up.

All field trips shall be offered on the basis of seniority rotation. There shall be two rotation lists made containing the names of all drivers in order of their seniority, the most senior driver being No. 1. One list will consist of daytime trips, the other after-school and weekend trips.

The first trip of the school year shall be offered to driver #1; the second being offered to driver #2, and so on. Driver #1 shall not be eligible for another field trip until all remaining drivers have had an opportunity to take a field trip on each individual rotation list.

If more than one field trip is offered on Monday (or whatever day), the driver who is up for the next trip on the seniority list may have their choice of field trips, next drivers will have the same option until all trips have been exhausted. Any driver becoming eligible may have the option to refuse the trip to be passed over in favor of the less senior driver. However, the driver refusing shall not be eligible again until rotation is complete. There will be no trading of field trips.

Field trips shall be assigned to regular classified bus drivers only. In the event that the rotation has been exhausted and no regular drivers are available, the sub-drivers shall be permitted to take field trips. Only classified bus drivers that are contract drivers with the Board shall be assigned to any route or extra trips.

When a field trip requires early departure and last all day or overnight, regular school bus drivers will have the option of taking the trip. The school bus drivers will drive their own bus on the trip or the best available. The supervisor may assign any bus from the fleet to a field trip which is more than one hundred (100) miles one way. The regular bus drivers will relinquish their regular pay rate for the field trip rate. Field trips will stay on the same rotation basis.

If a driver has a field trip cancelled, they will be offered the first field trip from the same list (either day or after school) as long as they do not have another field trip assigned. Should they already have a field trip assigned, they will be offered the next field trip available. Receiving the make-up trip cannot cause one to lose a trip from the normal list.

Every effort will be made to provide drivers with a gas card to those assigned field trips which are beyond a one hundred (100) mile round trip.

When a field trip is available and after exhausting the regular rotation field trip list and substitute list, that trip becomes an "emergency field trip" situation. Under the above stated guidelines, regular and/or substitute bus drivers may take the participants to the field trip event and return to the school district. At the completion of the field trip, the same driver or an alternate driver may be assigned to pick up these participants and return to the school district; the driver being paid a minimum of two (2) hours.

Summer field trips is defined as transporting students with a teacher/advisor/designee in charge, and the driver of this trip will be paid field trip rate. Summer school transportation is defined as transporting students to a school or designated area where the driver has the same responsibility as transporting students to school during the regular school day (no advisor/coach/designee in charge), and the driver of this trip will be paid the regular driving rate for which they are employed. In filling summer field trips, if the driver at the top of the list is contacted and does not contact the transportation supervisor within two (2) hours of the contact, the transportation supervisor may go to the next person on the list.

A driver who accepts a route which is more than the regular amount of time offered to all drivers and which comes under the administration of an outside agency (i.e., Montgomery County handicapped) shall not be entitled to field trips or overtime without the approval of the local superintendent.

Further, that driver or any employee who works for more than one classification shall not be allowed to take field trips which will automatically cause overtime (over 40 hours) pay to occur without approval of the local superintendent.

It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus.

All drivers will be paid on an hourly basis for the time worked. The daily work schedule will include but not be limited to:

- 1) Route driving
- 2) Cleaning and gassing
- 3) Minor preventative maintenance under pre-trip rules
- 4) Meetings

Pre-trip time (school bus) shall be a total of ten (10) minutes for morning route. Pre-trip time shall be a total of ten (10) minutes for afternoon route.

Van Use: The Board may assign an aide assigned to the special education classroom or special education student to drive school van(s) for purposes of transporting special education student(s) to work sites, educational experience locations, and/or other locations associated with curriculum and/or curriculum or education of the students. The Board may also assign other school employees e.g. teacher's aides or administrators, to transport students between buildings using the school van for solely academic purposes.

Article 36. ABSTRACTS, DRUG TEST, CRIMINAL INVESTIGATION CHECK

Employees will be responsible for all costs associated with the BCI and FBI checks required by the Ohio Revised Code.

Bus drivers who are required to report for random drug testing will be paid for the actual time expended in complying with the drug test requirement. The minimum said payment shall be two (2) hours and it shall be at the driver's step pay.

Article 37. PAPERWORK COMPENSATION

Subject to approval by the supervisor, drivers will be compensated two (2) times per year at the driver's step pay for a maximum of five hours at any one time for the completion of student lists, maps, and basic paperwork. Under no circumstances will any driver receive more than ten (10) hours' pay for any one year under this section.

Article 38. VACATION

Vacation time shall be awarded to all eleven (11) and twelve (12) month employees who have been employed with the district for at least one calendar year on the following basis:

- a. After completing one year through the completed end of the ninth year - Two (2) weeks
- b. Beginning the tenth year through the completed end of the fifteenth year - Three (3) weeks
- c. Beginning the sixteenth year through the completed end of the twenty-fifth year - One (1) additional day per year up to 25 days maximum

Employees shall be permitted to carry over from one fiscal year to the next the following maximum amounts of vacation time for use pursuant to the applicable provisions of this Article:

- a. One through nine years Ten days
- b. Ten through fifteen years Twenty days
- c. Sixteen through twenty-five years Thirty days

Accrued vacation days may be used by eleven (11) and twelve (12) month employees throughout the school year as work load and availability of qualified substitutes permit. Eleven (11) and twelve (12) month employees who intend to use vacation days must submit that intention to the Treasurer in writing no later than ten (10) days prior to the first day of requested vacation time.

If there is any conflict between employees who are working on the same or similar operation as to when vacations shall be taken, the employee with the greatest seniority shall be given preference.

Granting of vacation usage shall be considered upon request of the employee during the summer months of June, July and August except that the last three full weeks prior to the scheduled beginning of school shall be unavailable for such usage unless otherwise permitted by the Superintendent. Vacations requested during that time in which school is in session shall be granted upon mutual agreement of the requesting employee and the Superintendent.

Article 39. SALARY AND FRINGE BENEFITS

SALARY

Salary - There shall be a 0% increase on the base effective for each year of this Agreement. There shall step movement permitted during the term of this Agreement.

FRINGE BENEFITS

Except as provided in Article 41, the following health, dental and vision insurance benefits will apply:

	<u>Health*</u>	<u>Dental*</u>	<u>Vision*</u>
Employees working 32.5 hours	80%	80%	80%
Employees working 30 hours	40%	40%	40%
Employees working 25 hours	30%	30%	30%
Employees working 20 hours	20%	20%	20%

*Employees working less than 20 hours may purchase insurance benefits at 100% of cost.

The Association agrees to the same terms of the Board's agreement with the NLFT with respect to the defensive C.O.B. language on spousal health insurance.

Life insurance will be provided as follows:

Employees working 32.5 hours	\$27,500
Employees working 30 hours	\$22,500
Employees working 25 hours	\$17,500
Employees working 20 hours	\$12,500

Attendance incentive will be provided as follows:

- \$220 (employees with a normal work day of four hours and one minute (4:01) or more - no sick days used)
- \$110 (employees with a normal work day of four (4) hours or less) no sick days used
- \$110 (employees with a normal work day of four hours and one minute (4:01) or more - one (1) sick day used)
- \$ 60 (employees with a normal work day of four (4) hours or less) - one (1) sick day used

Personal leave incentive pay will be provided to employees who do not use any of their personal days a total of:

- \$ 60 (employees who work four hours and one minute or more (4:01))
- \$ 30 (employees who work four hours or less)

Article 40. REHIRING RETIRED EMPLOYEES

1. This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired employees in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired employee under a state employee retirement system who is hired into this district, whether previously an employee of the New Lebanon Local School District or any other school district.)
2. There shall be no guarantee of reemployment of any employee in the district if the employee retires or is already retired.
3. To be eligible for reemployment, a retired employee must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.
4. A retired employee may receive consideration for reemployment when the administration has determined that no other non-retired employees are available or suitable.
5. A retired employee who is reemployed will not be granted severance or payment of any kind for accrued sick leave upon the severance for any reason of the retired employee's reemployment.
6. Retirement is a break in service and all seniority attained by a retired employee prior to his/her retirement reverts to zero. Retired employees shall not accumulate seniority under reemployment and retired employees shall have no seniority so long as they are reemployed by the district. Further, retired employees shall not be eligible for Longevity as described in Article 30 herein.
7. Any retired employee who is rehired shall be employed under a one-year limited contract basis, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired employees who are rehired are not subject to the

provisions of Ohio Revised Code regarding evaluation or non-renewal and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.

8. Retired employees shall never be eligible for continuing contract status.
9. Retired employees shall be evaluated using the same evaluation instrument that is used to evaluate other contract employees in the district. A retired employee may file a rebuttal to any evaluation with which he/she disagrees.
10. Rehired employees shall be placed at Step 1 on the district's salary schedule that is in effect for classified staff as of the date of rehire. If rehired for additional year(s), rehired employees will not advance on the district's salary schedule; rather they will forever remain at Step 1.
11. In the event of a reduction in force, the provisions of Article 16 herein shall not apply.
12. Sick leave for rehired employees shall begin at zero each contract year and shall accumulate at the rate specified in Article 27 herein up to a maximum of fifteen (15) days per contract year. The Board may advance up to five (5) sick days to a rehired employee if needed. Sick leave shall not accumulate for rehired employees from year to year.
13. Retired employees who are rehired will be responsible for all required taxes, including Medicare taxes, even if the employee was exempt from such prior to retirement.
14. Retired employees are not entitled to participate in any insurance benefits provided by the district to bargaining unit members under the terms of this agreement.
15. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the invalid or unlawful provisions of this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.
16. Retired employees who are rehired will be required to adhere to all terms and conditions of the Collective Bargaining Agreement unless specified by this Article.
17. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3319.081; 3319.082; 3319.083; 3319.087; 3319.17; 3317.12; Chapter 3309; 3313.202; and, 3319.141.

Article 41. INSURANCE COMMITTEE

The Health Care Cost Study Committee shall consist of up to the following: two (2)

Board members, two (2) members appointed by the Board and three (3) members appointed by the Union. The Committee shall review the insurance plan quarterly with the insurance consultant. If the premium increases for the health insurance plan in effect at the time of the renewal will be five percent (5%) or less, and the committee does not recommend and change in plan or the parties do not mutually agree to a change in the health insurance plan, then the plan in effect at the renewal period shall remain in place, and the Board will continue to pay eighty percent (80%) of the health insurance premium, as provided in Article 39. If the cost of the health insurance plan in effect at that time of the renewal will more than five percent (5%), the Committee recommends no change to the plan or no change is mutually agreed to, then the entire premium increase shall be shared equally between the Board and the teacher, e.g., if the premium increase is seven percent (7%), which equates to an additional one hundred dollars per month for the monthly premium, in addition to the sums already being paid by the Board and the individual employee, the Board shall pay fifty dollars (\$50) of the increase and the employee shall pay fifty dollars (\$50) of the increase.

Article 42 MISCELLANEOUS

If a bargaining unit member is awarded a supplemental employment contract the effective hourly rate for the duties performed under the terms of the supplemental contract shall be the applicable minimum wage rate. The Treasurer shall notify the employee in writing of the maximum number of hours for the position for the entire contract. No employee may work more than those stated hours. Under no circumstances shall an employee be paid less than the stated contract amount. An employee shall complete a time sheet for all hours worked under the supplemental contract.

Duration of Contract:

This agreement shall be effective upon ratification by both parties and shall remain in effect through June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____, 2011.

By: _____
Superintendent

By: _____
President

By: _____
President of the Board

By: _____
Vice President

By: _____
Treasurer

By: _____
Secretary

NEW LEBANON LOCAL SCHOOLS

CLASSIFIED SALARY SCHEDULES
Effective January 1, 2011

The Classified Staff is divided into:

Divisions according to kinds of service;
Classifications according to responsibility and building assignments;
Levels according to hours worked.

A full year equals 261 days. Those in Class I are full time, yearly employees working 8 hours per day. Class II are full time employees working 8 hours per day, less than a full year. Class III are those employees working 6.5 hours per day, less than a full year. Class IV employees are those working less than 6.5 hours per day, less than a full year.

All classes' work periods are exclusive of a lunch break. Term life insurance is provided for all permanent school district employees. Paid legal holidays are provided plus board declared holidays.

The hours as specified for positions in this salary schedule shall not apply to any positions recalled from reduction in force and/or any newly created on or after July 1, 2005

Chapter 3309; 3313.202; and, 3319.141.

Article 41. INSURANCE COMMITTEE

The Health Care Cost Study Committee shall consist of up to the following: two (2) Board member, two (2) members appointed by the Board and three (3) members appointed by the Union. The Committee shall review the insurance plan quarterly with the insurance consultant. If the premium increases for the health insurance plan in effect at the time of the renewal will be five percent (5%) or less, and the committee does not recommend and change in plan or the parties do not mutually agree to a change in the health insurance plan, then the plan in effect at the renewal period shall remain in place, and the Board will continue to pay eighty percent (80%) of the health insurance premium, as provided in Paragraph 15.01. If the cost of the health insurance plan in effect at that time of the renewal will more than five percent (5%), the Committee recommends no change to the plan or no change is mutually agreed to, then the entire premium increase shall be shared equally between the Board and the teacher, e.g., if the premium increase is seven percent (7%), which equates to an additional one hundred dollars per month for the monthly premium, in addition to the sums already being paid by the Board and the individual employee, the Board shall pay fifty dollars (\$50) of the increase and the employee shall pay fifty dollars (\$50) of the increase.

Article 42 MISCELLANEOUS

If a bargaining unit member is awarded a supplemental employment contract the effective hourly rate for the duties performed under the terms of the supplemental contract shall be the applicable minimum wage rate. The Treasurer shall notify the employee in writing of the maximum number of hours for the position for the entire contract. No employee may work more than those stated hours. Under no circumstances shall an employee be paid less than the stated contract amount. An employee shall complete a time sheet for all hours worked under the supplemental contract.

Duration of Contract:

This agreement shall be effective upon ratification by both parties and shall remain in effect through June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hand this 27th day of June, 2011.

By: Barbara L. Cury
Superintendent

By: David Z. Wenzel
President of the Board

By: Kimberly DeRose
Treasurer

By: Charles E. Sweet II
President

By: Nina A. Champagne
Vice President

By: Eric S. [Signature]
Secretary

NEW LEBANON LOCAL SCHOOLS

CLASSIFIED SALARY SCHEDULES
Effective January 1, 2009

The Classified Staff is divided into:

Divisions according to kinds of service;
Classifications according to responsibility and building assignments;
Levels according to hours worked.

A full year equals 261 days. Those in Class I are full time, yearly employees working 8 hours per day. Class II are full time employees working 8 hours per day, less than a full year. Class III are those employees working 6.5 hours per day, less than a full year. Class IV employees are those working less than 6.5 hours per day, less than a full year.

All classes' work periods are exclusive of a lunch break. Term life insurance is provided for all permanent school district employees. Paid legal holidays are provided plus board declared holidays.

The hours as specified for positions in this salary schedule shall not apply to any positions recalled from reduction in force and/or any newly created on or after July 1, 2005