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**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE SOUTHWEST LICKING LOCAL  
BOARD OF EDUCATION**

**AND**

**THE TEAMSTERS LOCAL UNION NO. 413**

**3<sup>rd</sup> UNIT**

**JULY 1, 2011 - JUNE 30, 2014**

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## AGREEMENT

This Agreement, entered into this 20<sup>th</sup> day of October, 2011 between the Southwest Licking School District Board of Education, (hereinafter "the Board") and Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters (hereinafter "the Union").

### ARTICLE 1 RECOGNITION

**1.1** The Board recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all employees in the following positions: Custodian, Head Custodian, Central Copy, In-School Suspension, Computer Room Supervisor, Study Hall Monitor, Cooks, Head Cooks, Assistant Head Cooks, Building Secretaries and Aides employed by the Board, excluding all other employees and classifications as certified by SERB in Case No. 06-REP-03-0045. See SERB certification attached as Appendix A.

**1.2 New Positions:** When new positions that have a community of interest with the current bargaining unit are created by the Board or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Board and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination regarding the inclusion or exclusion of the position(s) in the bargaining unit. Should such positions be determined to be included in the bargaining unit, the Board and the Union shall meet to determine the appropriate wage for the position(s).

### ARTICLE 2 UNION MEMBERSHIP

**2.1 Union Membership:** Subject to the provisions in Section 2.1.3 and 2.1.4, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing.

**2.1.1 New Hires:** The Board will notify the Union in writing of all new hires by routinely providing the Steward with a copy of the agenda for each Board meeting and a copy of approved minutes from each Board meeting. In addition, the Union shall be provided the new employee's name, mailing address, telephone number if the employee releases such information for publication in the staff directory.

**2.1.2 Dues Check-off:** A employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Treasurer an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Board shall deduct such dues from the wages of said employee each of the two normal pay periods each month in equal installments. The amounts deducted in any month shall be paid to the Union by the last business day of the current month.

**2.1.3 List Of Union Membership:** The Union shall timely provide to the Treasurer a statement of the total monthly amount of Union related withholding that should be made for each bargaining unit employee.

**2.1.4 Fair Share Provision:** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Board from the wages of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

**2.1.5 Bona Fide Religious Exemption:** All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to bona fide religious exemption.

**2.1.6 Rebate Procedure:** The Union represents to the Board that:

a. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09 (c) of the Ohio Revised Code;

b. A procedure for challenging the amount of the fair share fee had been established and will be given to each bargaining unit employee who does not join the Union; and

c. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio. Where applicable, annually, the Union shall provide the Board, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may omit any information which sets forth amounts of monies the Union spends in various categories, or other specific information not necessary to comply with constitutional requirements.

### **ARTICLE 3 BARGAINING UNIT EMPLOYEE RIGHTS**

#### **3.1 Personnel Files:**

**3.1.1** The official personnel files of each employee shall be maintained at the Board's central administration office. No other permanent file shall be maintained.

**3.1.2** Any employee shall have the right to examine and/or obtain copies of any material from his/her personnel file at the applicable copy charge. Employees shall be permitted to inspect their files during regular office hours upon request. Employees shall be permitted to prepare a written response to evaluations and/or discipline in his/her personnel file and such written response shall be placed in the employee's personnel file.

## **ARTICLE 4 UNION RIGHTS**

### **4.1 Access to Work Areas, Bulletin Boards and Board Facilities:**

**4.1.1** Authorized agents of the Union shall have access to the bargaining unit employees work areas during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed, provided that he/she shall not disrupt or interfere with work performance. However, Union agents must comply with standard Board procedures for check-in and check-out of outside visitors, where applicable.

**4.1.2** The Board agrees to provide a 3' x 5' bulletin board, unless a smaller size is mutually agreed upon due to limited space, for the use of the bargaining unit at a centralized location in each building (for example, near a time clock). The bulletin board may be used to post information and notices of matters of concern to the Union and shall not be used to post obscene or offensive information.

**4.2 Union Rights to Information:** The Board shall provide to the Union a seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and most recent date of hire.

**4.3 Printing of Contract:** The Board shall assume responsibility for printing the contract and providing copies to all bargaining unit employees. The Union and the Board shall share the cost of printing the contract equally.

**4.4 Attendance at Meetings Involving Board and Union:** Union members whose presence is necessary or required during working hours in a meeting, hearing, etc. attended by both the Board and the Union concerning matters between the Board and the Union shall be released with no loss of time to participate in said hearing, meeting, etc. However, such meetings/hearings shall be scheduled outside of working hours whenever possible and twenty-four (24) hours' advance notice shall be provided whenever possible.

## **ARTICLE 5 STEWARDS**

**5.1 Stewards:** The Board recognizes the right of the Union to designate one (1) steward and one (1) alternate per building for the two (2) elementary schools and for the Etna Elementary School and Kindergarten Center combined. The Board recognizes the right of the Union to designate one (1) steward and two (2) alternates per building for the high school and middle school for the purpose of administering this Agreement.

**5.2 Grievances and Discipline:** The steward (or the alternate, in the absence of the steward) may assist in the investigation, presentation and settling of grievances in his/her assigned building and in representation of a bargaining unit member in a disciplinary matter in his/her assigned building, provided the steward is doing so outside his/her regularly scheduled work hours. However, in the event that a grievance or disciplinary meetings or hearings are scheduled during the steward's (or alternate's, as applicable) regularly scheduled work hours by the administration, the steward (or alternate, as applicable) shall be excused from work without loss of pay to attend, so long as it related to a grievance or disciplinary matter in his/her assigned building.

**5.3 Union Business:** With reasonable advance notice, the stewards and/or the alternate stewards will be excused from work without loss of pay to attend to Union business, as necessary up to a total maximum (for all stewards and alternates) of forty (40) hours of paid leave each contract year; provided that, said absence shall not unduly disrupt the Board's operations. The request for time off from work under this section shall be in writing on a designated form. The forty (40) hours provided herein shall not carry over from year to year.

## **ARTICLE 6 BARGAINING UNIT WORK**

**6.1** Work that bargaining unit employees are qualified and capable of performing, that traditionally falls within their job classification, and that they are performing as of ratification of this agreement shall not be removed from bargaining unit employees, if the removal of the work would necessitate a reduction of bargaining unit employees covered by this agreement.

## **ARTICLE 7 GRIEVANCE PROCEDURES**

**7.1** A grievance is any matter concerning the interpretation, application and/or alleged violation of this Agreement. In the event a grievance arises between the Board and the Union or an employee(s), it is understood and agreed that it shall be resolved in the following manner:

**7.2 Procedure:** The aggrieved employee or the Union shall discuss the matter with the employee's immediate supervisor with the objective of resolving the issue informally. If the matter is not resolved informally, the aggrieved employee or the Union shall reduce any grievance to writing, on the grievance form attached as Appendix B to this Agreement, and present it to the Supervisor within ten (10) work days of the event-giving rise to the grievance or of the date on which the employee or Union knew or should have known about the grievance.

**Step 1** Within seven (7) work days of receipt of the written grievance by the Supervisor, the Union Steward and the aggrieved employee will meet with the Supervisor, and attempt to resolve the grievance. The Supervisor will issue a written answer to the grievance within five (5) work days of the meeting to both the aggrieved employee and the Local Union.

**Step 2** If the grievance is not resolved at Step 1, the employee or Union representative may appeal the grievance to the Superintendent (or designee) within five (5) work days of the receipt of the Step 1 answer. Within seven (7) work days of receipt of the appeal to Step 2, the Superintendent (or designee), the Union representative, and the employee will meet. The Superintendent (or designee) will issue a written answer to the grievance within ten (10) work days following the Step 2 meeting to both the aggrieved employee and the Local Union.

**Step 3** The Union may advance the dispute to arbitration by serving upon the Board written notice of the intent to submit the matter to arbitration within fifteen (15) work days following receipt of the Step 2 answer.

**7.3 Selection of an Arbitrator:** The parties should attempt to agree on a neutral arbitrator to hear the grievance. In the event there is no agreement, either party may submit a request to the Federal Mediation and Conciliation Services (FMCS) to obtain a list of seven (7) arbitrators from which to select the arbitrator. In the event either party is dissatisfied, for any reason, with the entire panel of arbitrators, a second panel of seven (7) arbitrators shall be requested by the dissatisfied party from the FMCS. To select an arbitrator from the panel, each party shall alternatively strike a name from the list until only one name remains. The remaining name shall be the arbitrator.

**7.4 Authority of the Arbitrator:** The arbitrator so selected will schedule a hearing at a mutually agreeable date. The arbitrator shall have no power to alter, amend, change, add to or subtract from or modify any of the provisions of this Agreement or any other written agreement made supplementary hereto but shall render a written decision and award resolving the controversy within sixty (60) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

**7.5 Expenses of the Arbitrator:** The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be paid by the losing party, if the Arbitrator determines that the party's position lacked a good faith basis in law or fact. Otherwise, the compensation and expenses shall be shared equally by the parties.

**7.6 Expenses of the Parties:** Each party shall be responsible for all expenses incurred by it in the presentation of its case, including the payment of witnesses, if required. Either party may, at its option and its own expense, have the arbitration proceedings reported and transcribed. If both parties wish to have the proceedings reported and transcribed, they shall share equally in the cost of said reporting and transcription.

## **ARTICLE 8 DISCIPLINE**

**8.1 Discipline:** The Employer shall not discipline any employee without just cause. Ordinarily, discipline shall be progressive in nature with respect to the same general type of infraction (e.g. attendance/tardiness, work performance, misconduct), in accordance with the procedure set forth below. However the type and degree of discipline to be issued depends of the facts and circumstances of each case. Certain offenses, designated as "serious offenses," are serious enough to warrant skipping steps in the progression of discipline.

Serious offenses for which an employee may be terminated, without regard to prior discipline, include intoxication on the job, working under the influence of a controlled substance, and/or a positive drug or alcohol (defined as a .04 or higher) test result. However, if a bargaining unit member voluntarily requests counseling or assistance for a substance abuse problem before the Employer learns of the problem (through a positive test result or otherwise), the bargaining unit member's job security and/or promotion opportunities will not be jeopardized by his/her request for counseling or referral assistance. A bargaining unit member may not avoid the consequences of a positive test by requesting counseling or assistance for a substance abuse problem after being instructed to submit to a drug test. The definition of a "positive" alcohol test result as .04 or higher for purposes of this provision shall not be construed to preclude discipline of an employee for repeated occurrences of an alcohol test result between .02 and .039.

### **Progressive Discipline**

1. Informal/oral reprimand
2. Written reprimand
3. Suspension without pay
4. Termination

Nothing herein shall preclude the Employer from issuing more than one (1) oral or written reprimand. Neither oral nor written reprimands will be subject to arbitration.

**8.2 Timing of Discipline:** All discipline shall be issued within ten (10) work days from the time of the last event giving rise to the disciplinary action, or from the time that the Employer knows or should have known about the last event giving rise to the disciplinary action, unless the Employer needs additional time to investigate the potential discipline. If the Employer needs additional time to investigate the potential discipline, the Employer shall issue a written notice to the employee that it has commenced an investigation into possible discipline within ten (10) work days from the time of the last event giving rise to the potential disciplinary action, or from the time the Employer knows or should have known about the last event giving rise to the potential disciplinary action, and shall issue any resulting discipline as promptly as possible thereafter, but in no event more than thirty (30) work days after the date of the investigation notice unless otherwise mutually agreed upon by the Union and the Employer. Any discipline not issued within this time period shall be void.

Further, any verbal or written reprimand issued shall not be used for the purpose of progressive discipline after a period of more than eighteen (18) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Any suspension of ten (10) days or less issued shall not be used for the purpose of progressive discipline after a period of more than twenty-four (24) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Any suspension of more than ten (10) days issued shall not be used for the purpose of progressive discipline after a period of more than thirty-six (36) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. At the request of a bargaining unit member, disciplinary documents shall be removed from the employee's personnel file after thirty-six (36) months, provided that there has been no same or similar infraction.

**8.3 Employees Receipt of Discipline:** Employees shall be provided a copy of all discipline. When an employee is provided or shown a copy of written reprimands or other disciplinary documents, the employee shall acknowledge such receipt or opportunity for review by affixing his/her signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.

**8.4 Union Representation:** The Employer agrees that, for any interview with an employee that potentially may lead to discipline, the Employer will not proceed with the interview without offering the employee the opportunity to have one (1) Union representative (Steward or other available representative) present. In the event the Employer believes at the time of the interview that the issue may lead to the employee's termination, the employee shall have the right also to have the Union Business Agent present. The Employer shall provide to the Union a copy of all discipline issued within ten (10) days.

8.5 This Article supersedes and takes the place of ORC Sections governing the discipline of employees, including ORC Section 3319.081.

8.6 **Pre-disciplinary Procedures:** Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a *Loudermill* due process conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, and the conference is not held within seventy-two (72) hours after the Employer requests to schedule the conference, the Employer may then suspend the employee without pay pending the conference to determine final disciplinary action. If after the conference, the Employer determines suspension is not warranted, the employee will be reimbursed for any pay lost due to a pre-conference suspension.

## **ARTICLE 9 EQUIPMENT AND SAFETY**

9.1 No equipment shall be utilized which is not safe and in proper working condition. If an employee believes that the equipment is unsafe, she/he shall immediately report the unsafe condition to the Supervisor. The Supervisor shall take appropriate steps to insure that the equipment is in safe working condition. The final decision as to whether the equipment is safe shall remain the responsibility of the Supervisor.

## **ARTICLE 10 SENIORITY**

10.1 **Seniority:** System seniority shall be defined as the employee's length of continuous employment with the Board as computed from the employee's most recent date of hire. Bargaining unit seniority shall be defined as the employee's length of continuous employment in a job classification within the bargaining unit. Job classification seniority shall be defined as the employee's length of continuous employment in a particular job classification in the bargaining unit that is computed from the employee's most recent date of entry into such job classification. Employees having the same date of hire, shall be placed on the seniority list using the following criteria in order:

- a. Date of Application
- b. Alphabetically, by last name

10.2 **Seniority Lists:** There shall be posted in a conspicuous place seniority lists for each job classification in the bargaining unit.

**ARTICLE 11**  
**HOURS OF WORK AND OVERTIME**

**11.1 Overtime:** Except as otherwise provided herein, all overtime hours as defined in this Agreement shall be compensated at one and one-half (1.5) times the employee's regular straight-time hourly rate. Overtime is defined as all hours worked in excess of forty (40) hours in any one work week (12:01 a.m. Saturday to midnight the following Friday). Overtime must be authorized in advance by the Superintendent or designee. There shall be no pyramiding or duplication of overtime and/or premium hours.

Unit employees may accumulate a maximum of eight (8) hours per contract year of compensatory time for extra hours worked prior to Thanksgiving and a maximum of eight (8) hours per contract year of compensatory time for extra hours worked prior to the President's Day weekend. Such compensatory time shall be given at a rate of time and one-half for actual hours worked in excess of forty (40) hours in any one work week. Such compensatory time must be used on the day before Thanksgiving and/or the Friday before President's Day weekend. This provision shall not prohibit the Board from flexing employees' time based on other extra work hours. The use of compensatory time must be scheduled by mutual agreement.

A custodian who volunteers to do work on a weekend day for the following events will be paid overtime, as applicable, for the weekend hours and shall not be required to flex his/her time for those hours: graduation, school play(s), craft show(s). If the Board requires a custodian to work on a weekend day because no custodian volunteers and no substitute employee is available, then the custodian required to work on the weekend day shall be paid overtime, as applicable, for the weekend hours and shall not be required to flex his/her time for those hours. If the event is paid for in whole or in part by a source other than the District, custodians will be given the opportunity to volunteer to work and will be paid overtime, as applicable, for the weekend hours and shall not be required to flex their time for those hours.

**11.1.1** For the purpose of computing the number of hours for overtime, holidays, vacation, personal leave, sick leave, and compensatory time taken shall not be treated as hours worked.

**11.1.2** Custodians will be required to clock in and out for their lunch break.

**11.2 Minimum Call-in Time:** Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the employee's regular rate of pay or overtime pay, if applicable under this Agreement.

**11.3 Calamity, Epidemics, Inclement Weather Day Pay:**

**11.3.1** In accordance with the requirements of the Ohio Revised Code, employees shall be paid for all time lost when school is closed due to an epidemic or other public calamity. The Board retains its right to require custodians to come in to work even when school is closed, except in the case of a Level 2 or higher snow emergency in any county through which the employee must drive to get to work.

**11.3.2** Consistent with Ohio Revised Code 3319.081(G), nothing in this Article shall be construed as requiring payment in excess of an employee regular wage rate for time worked when school is closed due to an epidemic or other public calamity.

**11.4 Alternate Annual Schedules:** Employees in the classification of Library Aide will be scheduled to work a total of four days, in any combination immediately prior to and/or immediately following the school year (*e.g.*, four days prior and no days after, two days prior and two days after, etc.), as shall be mutually agreed upon by the library aides in each building with their building principal. Employees in the classification of Secretary hired after ratification of this Agreement shall be scheduled to work 219 days each year, starting August 1, including all student days and conferences and teacher work days, and continuing until 219 days is reached. Current employees in the classification of Secretary scheduled to other than 219 days per year shall be offered the opportunity to work 219 days commencing August 1, 2008. If an employee so elects s/he will not be permitted to change back to his/her old work schedule.

**11.5** The Employer necessarily retains the right in an emergency situation to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day, as it determines the needs of the District may require. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

## **ARTICLE 12 LAY-OFF AND RECALL**

**12.1** Whenever it becomes necessary to reduce the number of employees in a job classification for one of the reasons set forth in ORC 3319.172, or to reduce the number of one-on-one aides for lack of work (if the student to whom the aide is assigned leaves the District or no longer requires a one-on-one aide and there is no new student requiring an aide to whom the aide can be assigned), employees in that classification shall be laid off in the inverse order of seniority under the following rules and in accordance with ORC 3319.172:

**12.1.1** If not inconsistent with Ohio law, the person with the lowest job classification seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.

**12.1.2** A person laid off under these provisions, who has been employed in one or more classifications in the bargaining unit other than the one from which s/he is being laid off, shall have the right to bump into his/her prior job classification(s) within the bargaining unit on the basis of his/her bargaining unit seniority and qualifications at the time of layoff.

**12.2** If not inconsistent with Ohio law, a person on layoff shall maintain her/his recall rights for a period of two (2) years from the date of layoff.

**12.3** In recalling employees to vacancies, employees shall be recalled in the reverse order of layoffs.

**12.4** It shall be the responsibility of the employee to keep the Board advised of his/her current address and telephone number at all times. Laid off employees with recall rights shall be given written notice of recall by certified mail, return receipt requested, mailed to their last known address appearing on their personnel record. The recall notice must advise the employee that he/she shall have seven (7) calendar days after receipt of said notice to notify the Board of his/her intention to return to work. Further, the notice must advise the employee that he/she must make himself/herself available for work within fourteen (14) calendar days after receipt of the recall notice. In the event the employee fails to respond to the notice or fails to make himself/herself available for work in the time prescribed, he/she shall be removed from the seniority list; except that pursuant to ORC 3319.17 and 3319.172, employees have the right to reject an offer of recall for lesser hours of employment without losing their position on the recall list.

### **ARTICLE 13 EMPLOYEE MATERIALS AND FACILITIES**

#### **13.1 Uniforms:**

**13.1.1 Clothing/Shoe Allowance:** Custodians shall be provided a clothing allowance of one hundred and twenty-five (\$125.00) dollars per fiscal year. Cooks shall be provided a shoe allowance of twenty-five (\$25.00) dollars per fiscal year. Employees must submit proper receipts for clothing/boots or shoes, as applicable, to the Board Treasurer to receive said allowance.

**13.1.2 Identification Badges:** The Board shall continue to pay the full cost of identification badges, required by the Board to be worn or used by bargaining unit employees.

**13.2 Equipment:** Should the Board require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear. The Board shall continue to furnish all tools necessary for bargaining unit employees to perform their jobs.

### **ARTICLE 14 LEAVE OF ABSENCE**

**14.1 Assault Leave:** Unit members may receive paid leave of absence which results from physical assault while engaged in the performance of their duties as employees of the Board of Education.

Such leave shall not be charged to sick leave or any other leave and shall be subject to the provisions of ORC 3319.143.

**14.1.1** A request for assault leave describing the incident that resulted in the request shall be filed by the unit member with the Board of Education as soon as possible following the incident.

**14.1.2** The Board of Education shall furnish, in writing, reasons for denial of a request for assault leave.

**14.1.3** As per ORC 3319.143, a signed physician's statement stating the nature of the disability and its probable duration may be required.

**14.1.4** In the event of a potential long-term absence, the Board of Education may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense.

**14.1.5** The unit member shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.

## **14.2 Unpaid Leave:**

**14.2.1** Upon written request, with permission of the Board upon the recommendation of the Superintendent, a bargaining unit member may be granted by the Board an unpaid leave of absence for a specified period of time, not to exceed one (1) year. Such a leave of absence may be extended for one (1) additional year upon approval of the Board. Employees must use accrued, unused paid leave before being eligible for unpaid leave.

**14.2.2** Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity or adoption may be granted in accordance with Paragraph 14.2.1 above.

**14.2.3** While on leave, the bargaining unit member may participate in the group health care benefits program offered to regular unit members by paying the total cost of the premium to the Board. The terms of such payment are to be established by the Treasurer of the Board. Such terms allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.

**14.2.4** Seniority status of the bargaining unit member shall not be interrupted by the leave, but the period of the leave shall not count toward accumulated seniority.

**14.2.5** A leave of absence shall place a unit member's limited contract in abeyance for the period of the leave (i.e., a unit member who has a two (2) year limited contract and who requests a leave of one (1) year following the first year of that contract returns to the District with one (1) year remaining on that contract).

**14.2.6** Upon the return of a unit member from a leave of absence, the Board may non-renew the contract of a person hired exclusively for the purpose of replacing the bargaining unit member who was on leave.

**14.3 Court Leave:** Employees shall be granted leave with pay for a court appearance, required either by a subpoena or a court order (for civil cases only, not traffic or criminal). If the employee receives any pay for such appearance, the Board shall only pay the difference between pay received, exclusive of mileage reimbursement, and the employee's regular hourly rate for the number of regularly-scheduled work hours missed. Employees should notify their supervisor as soon as possible following receipt of a subpoena or court order.

**14.4 Personal Leave:** Each bargaining unit member shall be granted three (3) days unrestricted personal leave each contract year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave. Unused personal leave may not be carried over from one contract year to the next. Bargaining unit members may take personal leave in one-quarter (1/4) hour increments.

**14.4.1** Whenever possible, Requests for Personal Leave forms should be completed at least forty-eight (48) hours prior to the absence. In the case where this is not possible, the Request for Personal Leave form should be completed as soon after the absence as possible. The Employer shall have the right to deny the use of personal leave because of the lack of an available substitute. Once approved, Personal Leave shall not be rescinded by the Employer without the consent of the affected bargaining unit employee.

**14.4.2** Bargaining unit members shall be paid for each day of unused personal leave by multiplying regularly scheduled hours times regular hourly rate or, at the option of the bargaining unit member, up to two (2) days of said unused personal leave may be converted to sick leave and accumulated in the same manner as sick leave earned under Article 20 of this Agreement. Unused personal leave shall be paid on the last pay in June.

**14.5 Jury Duty:** Employees will be paid by the Board while serving on jury duty, provided that they complete a written request to serve on jury duty and comply with applicable Board regulations.

**14.5.1** Employees on jury duty must report at once to the Supervisor or, if Supervisor is absent, Personnel office if they are released from jury duty before the end of their regularly-scheduled work hours.

**14.5.2** Within ten (10) work days following receipt of payment from the court for jury duty assignment, the employee must submit said payment to the Treasurer's office.

**14.5.3** Employees will be paid their regular daily straight-time hourly rate of pay for their normal scheduled hours of work while performing jury duty which interferes with their regularly-scheduled hours of work.

## **ARTICLE 15 PHYSICAL EXAMINATIONS**

**15.1** The Employer may require employees to have a physical or mental examination, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position. The Employer shall pay the cost of any such examinations. Examinations required by the Employer are not to exceed one (1) per year, except where the Employer has objective evidence to require additional examinations. If employees are required to submit to such examinations during their normal working hours, they will be paid at their regular straight time hourly rate of pay for time spent in those examinations and for the actual travel time going to the examination location and return from the examination location back to the employee's assigned building. When such examination are conducted outside an employee's normal working hours, the Employer shall pay employees for time spent at the place of the examination and for the time spent going to and from the place of said examination.

**15.2** If the Employer requires a physical, mental or other examination, the Employer will appoint the physician to conduct the examination and will pay for it. If the employee wishes to have a second opinion, the Employer and employee shall mutually agree to a second physician to provide an examination. The employee will pay the cost of the second examination. If the first and second opinions conflict in any respect, then either party may request a third opinion and the first and second physicians shall mutually agree to a third physician to provide an examination. The Employer and Union shall share the cost of the third examination. The results of the third examination shall be binding upon both parties. If the third examination is requested by the Employer and results in the employee's favor, the Union shall be reimbursed for its portion of the costs of the third examination.

**15.3** If the Employer requires a physical, mental or other examination, the Employee will be placed on administrative leave with pay until the Employer can schedule the examination and through the conclusion of the examination. If the employee does not attend the examination as scheduled by Employer, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the examination. The Employer and the employee will both ask the physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

**15.3.1** If the employee desires a second opinion, the employee will be placed on administrative leave with pay for up to five (5) working days after the date of the issuance of the verbal opinion by the first physician. If the employee is unable to obtain a second opinion within the five-day period, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the second examination. Both the Employer and the employee will ask the second physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

**15.3.2** If the Employer desires a third opinion, the employee will be placed on administrative leave with pay from the date of issuance of the verbal opinion by the second physician until the first date the third examination can be scheduled and through the conclusion of the examination. Both the Employer and the employee will ask the third physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report. If the employee does not attend the examination as scheduled, the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the third examination.

## **ARTICLE 16 NO STRIKE/NO LOCKOUT**

**16.1** The Union and employees covered by this Agreement shall not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, work stoppage, or other concerted disruption of the Board's operations, including the honoring of any strike activity while on Board time by other employees or by non-employees of the Board, during the life of this Agreement, nor will the Board engage in a lockout of bargaining unit employees during the life of this Agreement.

**ARTICLE 17**  
**SAVINGS CLAUSE / SEVERABILITY**

If a provision of this Agreement is declared to be in violation of State or Federal laws, statutes, regulations or orders, or any revision thereof, now effective or which may become effective during the term of this Agreement, it shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of the Agreement. Either party shall, at the request of the other, renegotiate such voided provisions to comply with the law, but such negotiations shall not include other terms or provisions of this Agreement, except to the extent that they are affected by the voided provision.

**ARTICLE 18**  
**WORK RULES/CONTRACT ADMINISTRATION**

**18.1 Work Rules:** When existing published work rules are changed or new published work rules are established, the Union shall receive a copy of the changed or new work rule no later than fifteen (15) days prior to implementation of the rule, except where not possible. To the extent that any work rules are inconsistent with the terms of this Agreement, they are void. The Union retains the right to challenge the application, interpretation and/or reasonableness of any work rule through the grievance and arbitration procedure of this Agreement.

**18.2 Supersedes Prior Agreements And Practices:** This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee, except for Board policies and classified employee handbook, the subject of which are not in conflict with any provision of this Agreement.

**Amendments to Agreement:** Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

**ARTICLE 19**  
**SERS PICK-UP**

**19.1** The Board agrees to "pick-up" each employee's SERS contribution, at no cost to the Board, using the "salary reduction" method. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory reduction from the contract wages otherwise payable to such employee, for the purpose of federal and state income tax only. This amount is currently tax-deferred for purposes of the employee's federal and state income tax.

**19.2** The Employer shall compute and remit its employer contributions to SERS based upon the employee's total annual wages, including the "pick-up." For federal and Ohio income tax purposes, the Employer shall report as the employee's gross income the total annual wages less the amount of the "pick-up." For municipal income tax purposes, the Employer shall report as the employee's gross income the total annual wages, including the amount of the "pick-up." Income tax withholding shall be computed based upon gross income as reported to the respective tax authorities.

**19.3** The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.

19.4 The "pick-up" shall be included in the employee's total annual wages for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.

19.5 The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

19.6 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, the Board will be held harmless and this section shall be null and void.

## **ARTICLE 20 SICK LEAVE**

20.1 Each bargaining unit employee shall be entitled to fifteen (15) days of paid sick leave for each year taken in accordance with the provisions of this Article, accruing at one and one-quarter (1.25) sick days for every month in which they are in pay status. All employees may take sick leave in one-quarter (1/4) hour increments. For sick time taken in accordance with the provisions of this Article, employees shall be paid their regular straight-time hourly rate of pay for each hour (or portion of each hour) of sick leave taken.

20.2 Unused sick leave shall be cumulative without limitation.

20.3 Employees may use sick leave for absence due to personal illness, injury or pregnancy. Sick leave may also be used for absence due to illness or injury in the immediate family (defined for this provision as: parents/guardian, spouse, adult and minor children, grandparents, siblings, and corresponding step- and in-law relations).

20.3.1 Employees may use sick leave for the death of any relative listed in 20.3 above. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Superintendent.

20.4 The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury of an employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. The Employer also maintains the right to require a physician's written certification of an immediate family member's illness or injury. An employee who fraudulently requests sick leave or falsifies a physician's certificate or other sick leave record may be subject to appropriate disciplinary action, up to and including termination.

20.5 Each new employee (employed less than one (1) year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave. Those days shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service.

**20.6** Employees who are not eligible for Family and Medical Leave may take sick leave for the birth and following the birth of a child for a period of up to six (6) weeks, absent a medical reason to take additional time. Absent a medical reason to take more than six (6) weeks, employees must request an unpaid leave of absence to take such additional time. In order to be granted sick leave due to pregnancy beyond the six (6) week period stated in this paragraph, a physician's statement will be required.

**20.7** When an employee is absent for any reason, a report for such absence signed by the employee and their Supervisor shall be completed by such employee on the employee timesheet and shall be filed with the Treasurer.

Such a record, completed and signed by an employee, shall be certification by the employee that the facts and statements contained in the said report are true and correct.

**20.8** Up to fifteen (15) days of accumulated sick leave per year will be considered unrestricted. For purposes of this Article, "unrestricted" shall mean sick or bereavement leave in connection with a person not listed above. These fifteen (15) days are not in addition to the days accumulated under paragraph 20.1 above.

**20.9** Recognition for attendance: An employee shall receive one-half (1/2) day's pay if he/she uses no more than three (3) sick days during the school year.

An employee shall receive one (1) day's additional pay if he/she uses zero (0) sick days during the school year.

This bonus shall be given on the last pay date in June.

**20.10** An employee can transfer sick leave from previous public employment according to the provisions of the Ohio Revised Code.

**20.11** This Article shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141.

## **ARTICLE 21 SEVERANCE PAY**

Pursuant to Section 124.39, Ohio Revised Code, the Southwest Licking Local Board of Education shall grant severance pay to all employees of the bargaining unit based on:

**21.1** Retiring unit members hired prior to the effective date of this Agreement with five (5) or more years of service with the Southwest Licking Local Schools shall receive severance pay for one-quarter (1/4) of all accumulated sick leave. Unit members hired prior to or after the effective date of this Agreement who are retiring with less than five (5) years of service with the Southwest Licking School District shall receive severance pay for one-quarter (1/4) of sick leave accumulated during their employment with the Southwest Licking School District. Unit members hired after the effective date of this Agreement who are retiring with five (5) or more years of service with the Southwest Licking Local Schools shall be paid a maximum severance of one-quarter (1/4) of all accumulated sick leave up to three hundred fifty (350) days (severance pay will be capped at eighty-seven and one-half (87.5) days of accumulated sick leave).

**21.2** Payment of severance pay shall eliminate all sick leave credit accumulated by the unit member at that time; however, a retiring unit member may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed by the Board. It is the bargaining unit member's responsibility to notify the Treasurer's office at least thirty (30) days prior to his/her retirement of his/her desire not to be paid for the full amount of severance pay.

Severance pay will be paid in two (2) installments after the unit member has indicated an intent to retire and the Board has received an application for processing retirement benefits from a retirement system. The first installment shall be paid within one (1) month of retirement and the second installment shall be paid in January or July (to be determined by the unit member) in the calendar year immediately following retirement (the intent is that there shall be two (2) payments made in two (2) different calendar years.)

**21.3** A bargaining unit member who dies while employed by the Southwest Licking Local Board of Education shall be eligible for severance pay under this Article. Such severance payment shall be made to the primary beneficiary designated for purposes of life insurance under this Agreement, or to any contingent beneficiary, if the primary beneficiary is no longer living or cannot be located. If no beneficiary is designated for the purposes of life insurance provided under this Agreement, or if the designated contingent beneficiary is no longer living or cannot be located, then payment of the severance pay shall be made in a lump sum to the estate of the bargaining unit member.

**21.4** Unit members leaving the district after twenty (20) or more years of service to the Southwest Licking Local Schools, not eligible to retire under a retirement system, will be granted severance pay as set forth above based on their years of service to the Southwest Licking Schools. Such unit member's severance pay will not be based on sick leave accumulated and transferred from previous employment.

## **ARTICLE 22 FAMILY AND MEDICAL LEAVE**

**22.1** Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and the employees covered by this Agreement shall each retain all of their respective rights and obligations under the Family and Medical Leave Act of 1993. Family and medical leave for bargaining unit members eligible for the same shall be governed by Board policy, as it may be amended from time to time. In accordance with Board policy, the twelve (12) month period for family and medical leave shall be calculated on a fiscal year basis. Employees covered by this Agreement who actually work fewer than one thousand two hundred fifty (1250) hours in the twelve (12) month period will not be eligible for Family and Medical Leave under the Family and Medical Leave Act (FMLA). However, if an employee covered by this Agreement has been employed by the Board at least 12 months and has actually worked at least 1,000 hours, he/she shall be granted up to 12 weeks of unpaid leave for any reason that would constitute a qualifying event under the FMLA. In addition, the Board will continue to pay 50% of the premium for the employee's insurance coverage, if any, during that period of unpaid leave.

**ARTICLE 23  
SICK LEAVE POOL**

Bargaining unit employees may participate in the sick leave pool established under the Negotiated Agreement between the Board and Teamsters Local No. 413 that governs the transportation bargaining unit, as long as the Teamsters transportation bargaining unit consents to such participation. The consent of the transportation bargaining unit shall be evidenced by a Memorandum of Understanding altering the language of the aforementioned Negotiated Agreement to allow for participation in the sick leave pool by employees of the Teamsters Maintenance and Grounds/Maintenance bargaining unit. All other provisions of the aforementioned Negotiated Agreement governing the sick leave pool shall remain the same, including the maximum number of sick days granted from the sick leave pool in a single year

**ARTICLE 24  
TUITION FREE ATTENDANCE**

All children of unit members may attend school in the Southwest Licking Local School District ("The District") without payment of tuition with the following exceptions:

**24.1** Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.

**24.2** Primary kindergarten, unless space is available.

**24.3** Talented and gifted children. Talented and gifted students may attend tuition free in the middle school so long as it is open to tuition students.

**24.4** If a building is closed to tuition students it will also be closed to children of unit members not already enrolled in the district.

**ARTICLE 25  
SERVICE CREDIT**

**25.1** The initial salary schedule placement of a bargaining unit member is based on years of service credited by the Employer. An employee must have served at least one hundred twenty (120) days of the prior year with the District to be awarded one (1) year of service credit and shall, in that case, be awarded one (1) year of service credit.

**25.2** A bargaining unit member, new to the District, receives credit for each year in the same position with another Ohio school district or county board of MR/DD to a maximum of ten (10) years consisting of one hundred twenty (120) days in a given year. A bargaining unit member, who has previously worked for the District as a substitute employee in the same classification for at least one hundred twenty (120) days in a given school year, shall receive credit for each year.

**25.3** Credit for each year of leave of absence for active military service shall be in accordance with state and federal law.

**ARTICLE 26  
PAYROLL PRACTICES**

**26.1** Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate for all hours worked as provided for in the negotiated wage schedule of this Agreement.

**26.2** Employees shall be paid twenty-four (24) equal pays on the 15<sup>th</sup> and last day of each month. If a pay day falls on a holiday or weekend, the employee will be paid on the work day immediately preceding the holiday or weekend.

**26.3** Payroll deductions will be made on the 15<sup>th</sup> and last day of each month. Signed payroll deduction authorizations must be submitted to the Treasurer. Deductions shall be continuous until such time as the employee withdraws such authorization in writing.

**26.4** Effective with the first payroll following ratification of this Agreement, bargaining unit employees who have signed up for automatic direct deposit shall remain on automatic direct deposit; bargaining unit employees who have not signed up for automatic direct deposit will have the option to utilize automatic direct deposit or to continue to receive a payroll check. Once automatic direct deposit is selected, the bargaining unit employee shall not be permitted to change his/her selection. Effective with the first payroll following ratification of this Agreement, all new hires into the bargaining unit shall be required to use automatic direct deposit.

**26.5** If a payroll check contains an underpayment of an employee's regular wages amounting to more than \$25.00 that is the fault of the Employer, then the error will be corrected within two (2) business days of the date on which the employee brings the error to the attention of the Treasurer's office or of the date on which the Treasurer's office notices the error, whichever is earlier. If a payroll check contains an underpayment of an employee's extra-hour wages in any dollar amount that is the fault of the Employer, then the error will be corrected in the next payroll check after the employee brings the error to the attention of the Treasurer's office or after the Treasurer's office notices the error, whichever is earlier. In the case of overpayment of an employee's regular wages or extra-hour pay, the Board will recover the amount from the employee in a manner determined on a case-by-case basis (in most cases, deduction of the amount from future paychecks spread out over the remainder of the fiscal year will be the preferred method of recovery).

**ARTICLE 27  
DEFINITIONS**

**27.1 Board or Board of Education** - The Southwest Licking Local School District Board of Education acting in its official capacity

**27.2 Day** - A calendar day, unless otherwise indicated

**27.3 District** - Southwest Licking Local School District

**27.4 Employee** - A member of the bargaining unit, unless the context indicates otherwise

**27.5 Employer** - Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education

**ARTICLE 28**  
**NEGOTIATIONS PROCEDURES**

**28.1 Request for Opening of Negotiations:** A request to begin negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than eighty (80) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to set dates for the ensuing meetings.

**28.2 Negotiation Procedures:** All meetings shall be held in private, unless otherwise agreed.

**28.3 Caucus:** Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party time to caucus.

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

**28.5 Agreement:** When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union and the Board for ratification. Upon ratification by the Union and the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representatives and by the Union's representatives.

**28.6 Negotiation/Impasse Procedures:** Negotiations shall be in accordance with the SERB rules set forth in Chapter 4117 of the Ohio Revised Code. The parties agree, as permitted under SERB rules, to begin the fact-finding process with mediation conducted by the fact-finder. It is understood that extension of fact-finding deadlines may become necessary as dictated by the process of mediation.

**ARTICLE 29**  
**MANAGEMENT RIGHTS**

The Board retains all rights, powers, and responsibilities as prescribed in law except as specifically modified or altered by this Agreement.

## **ARTICLE 30 HOLIDAYS**

**30.1** The Board agrees to provide all employees in the bargaining unit with the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

**30.2** In addition to the holidays in Section 30.1, eleven (11) month employees will receive holiday pay for the Fourth of July or the day on which it is celebrated. In addition to the holidays in Section 30.1, twelve (12) month employees shall be entitled to the following paid days: July 4, or the day on which it is celebrated, Day after Thanksgiving, Christmas Eve Day, New Year's Eve Day and Martin Luther King Day.

**30.3** When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

**30.4** Nothing under this Article prohibits the Board from declaring additional holidays for which all employees who have the same contracted days shall be paid.

**30.5** In addition to their normal holiday pay, bargaining unit members required to work on a paid holiday shall be paid at the rate of one and one-half (1.5) times their regular hourly rate for all hours worked.

**30.6** When a paid holiday occurs during a bargaining unit member's vacation, the bargaining unit member shall receive holiday pay and will not be charged a vacation day for such holiday.

## **ARTICLE 31 VACATION**

**31.1** All employees covered by this Agreement employed twelve (12) months shall be entitled to paid vacation as follows:

**Two (2) weeks** – after completing one (1) through ten (10) years of employment service with the Employer.

**Three (3) weeks** – after completing ten (10) through twenty (20) years of employment service with the Employer.

**Four (4) weeks** – after completing twenty (20) or more years of employment service with the Employer.

Eleven (11) month employees will be entitled to eight (8) days of paid vacation per year. Such days are to be used on non-student days.

**31.2** Up to five (5) vacation days unused at the end of the contract year may be carried over to the next contract year. Any additional vacation days unused shall be forfeited. Vacation leave requires advance approval of the Superintendent or designee.

**31.3** Bargaining unit employees hired prior to the effective date of this Agreement shall retain existing vacation service credit. Bargaining unit employees hired after the effective date of this Agreement who have prior service with the county or any other political subdivision of the State of Ohio, or who were employed by the Board previously and are re-employed, except retire/rehire situations, shall be credited with prior vacation service credit. It is the bargaining unit employee's responsibility to provide the Employer with proof of such prior vacation service credit.

**31.4** Upon separation from employment, a bargaining unit employee shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.

**31.5** Days designated by the Board as paid days off (holidays, calamity days, etc.) shall not be charged to vacation leave.

## **ARTICLE 32 PAY PROVISIONS**

**32.1 Regular Rate of Pay:** Wages for bargaining unit employees will be frozen during the term of this Agreement, with no increase of any kind to employee hourly rates (no increases to the new hire rate, no increase on the base of the salary schedule, no step increases). If, however, the teachers are given an increase to the new hire rate, an increase on the base of the salary schedule, or step increases during the term of this Agreement, then the bargaining unit employees shall receive the same percentage increase. When steps are no longer frozen, bargaining unit employees will advance only one (1) experience step (i.e. bargaining unit employees will not make up steps and will not be credited for years in which steps were frozen for the purposes of placement on the salary schedule).

**32.2 Mileage:** Any bargaining unit employee in the bargaining unit that uses their personal vehicle on Board business, or to attend any required functions or training shall be reimbursed at the current IRS mileage rate for all miles driven on behalf of the Board. The mileage computation shall include mileage necessary to return to the bargaining unit employee's assigned building after the completion of Board business. This amount shall be payable in a separate check drawn against the Board funds as soon as practicable, but not to exceed one (1) month following the submission of the documented claim by the bargaining unit employee in the bargaining unit. Documented claims must be submitted by the 10<sup>th</sup> of the following month.

**32.3** All bargaining unit employees who are mandated to attend meetings by the Board shall be paid for all time spent at their applicable hourly rate.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
CAFETERIA SALARY SCHEDULE  
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	10.65
1	1.03000	10.97
2	1.06000	11.29
3	1.09000	11.61
4	1.12000	11.93
5	1.15000	12.25
6	1.18000	12.57
7	1.21000	12.89
8	1.24000	13.21
9	1.27000	13.53
10	1.30500	13.90
11	1.34000	14.27
12	1.37500	14.64
13	1.41000	15.02
14	1.44500	15.39
15	1.48000	15.76
16	1.52000	16.19
17	1.56000	16.61
18	1.60000	17.04
19	1.64000	17.47
20	1.68000	17.89

1. Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
2. Job work year for Cook is either:
  - A. 183 days – includes 175 student days and 2 in-service days.
  - B. 186 days – includes 178 student days and 2 in-service days.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
4. Assignments for any given year are made by the Superintendent or his/her designee and transfers are made according to policy established by the Board of Education.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
HEAD / LEAD COOK SALARY SCHEDULE  
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>LEAD COOK HOURLY RATE</u>	<u>HEAD COOK HOURLY RATE</u>
0	1.00000	11.03	11.41
1	1.03000	11.35	11.73
2	1.06000	11.67	12.05
3	1.09000	11.99	12.37
4	1.12000	12.31	12.69
5	1.15000	12.63	13.01
6	1.18000	12.95	13.33
7	1.21000	13.27	13.65
8	1.24000	13.59	13.97
9	1.27000	13.91	14.29
10	1.30500	14.28	14.66
11	1.34000	14.65	15.03
12	1.37500	15.02	15.40
13	1.41000	15.40	15.78
14	1.44500	15.77	16.15
15	1.48000	16.14	16.52
16	1.52000	16.57	16.95
17	1.56000	16.99	17.37
18	1.60000	17.42	17.80
19	1.64000	17.85	18.23
20	1.68000	18.27	18.65

1. Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
2. Job work year for Head / Lead Cook is either:
  - A. 185 days – includes 175 student days, 2 in-service days, 1 day before the start of school year and 1 day after school closes.
  - B. 186 days – includes 178 student days and 2 in-service days.
  - C. 188 days – includes 178 student days, 2 in-service days, 1 day before the start of school year and 1 day after school closes.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
4. Assignments for any given year are made by the Superintendent or his/her designee and transfers are made according to policy established by the Board of Education.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
CENTRAL COPY, COMPUTER ROOM SUPERVISOR, IN-SCHOOL SUSPENSION,  
INTERVENTION TUTOR, LIBRARY AIDE, LIBRARY ASSISTANT, NURSES AIDE,  
STUDY HALL MONITOR AND TEACHER AIDE SALARY SCHEDULE  
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	12.62
1	1.03000	13.00
2	1.06000	13.38
3	1.09000	13.76
4	1.12000	14.13
5	1.15000	14.51
6	1.18000	14.89
7	1.21000	15.27
8	1.24000	15.65
9	1.27000	16.03
10	1.30500	16.47
11	1.34000	16.91
12	1.37500	17.35
13	1.41000	17.79
14	1.44500	18.24
15	1.48000	18.68
16	1.52000	19.18
17	1.56000	19.69
18	1.60000	20.19
19	1.64000	20.70
20	1.68000	21.20

1. Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
2. Job work year for these classifications is either:
  - A. 184 days – includes 178 student days.
  - B. 188 days – includes 178 student days and 4 days before school starts, after school closes or any combination thereof (Library Aides Only).
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
4. Assignments for any given year are made by the Superintendent or his/her designee and transfers are made according to policy established by the Board of Education.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
CUSTODIAL SALARY SCHEDULE  
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	13.67
1	1.03000	14.08
2	1.06000	14.49
3	1.09000	14.90
4	1.12000	15.31
5	1.15000	15.72
6	1.18000	16.13
7	1.21000	16.54
8	1.24000	16.95
9	1.27000	17.36
10	1.30500	17.84
11	1.34000	18.32
12	1.37500	18.80
13	1.41000	19.27
14	1.44500	19.75
15	1.48000	20.23
16	1.52000	20.78
17	1.56000	21.33
18	1.60000	21.87
19	1.64000	22.42
20	1.68000	22.97

1. Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
2. Job work year for Custodian is 260 days.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
4. Assignments for any given year are made by the Superintendent or his/her designee and transfers are made according to policy established by the Board of Education.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
 HEAD CUSTODIAN SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<b>STEPS</b>	<b>INDEX</b>	<b>ELEMENTARY / KINDERGARTEN CENTER HOURLY RATE</b>	<b>WATKINS MIDDLE SCHOOL HOURLY RATE</b>	<b>WATKINS HIGH SCHOOL HOURLY RATE</b>
0	1.00000	13.91	14.03	14.15
1	1.03000	14.32	14.44	14.56
2	1.06000	14.73	14.85	14.97
3	1.09000	15.14	15.26	15.38
4	1.12000	15.55	15.67	15.79
5	1.15000	15.96	16.08	16.20
6	1.18000	16.37	16.49	16.61
7	1.21000	16.78	16.90	17.02
8	1.24000	17.19	17.31	17.43
9	1.27000	17.60	17.72	17.84
10	1.30500	18.08	18.20	18.32
11	1.34000	18.56	18.68	18.80
12	1.37500	19.04	19.16	19.28
13	1.41000	19.51	19.63	19.75
14	1.44500	19.99	20.11	20.23
15	1.48000	20.47	20.59	20.71
16	1.52000	21.02	21.14	21.26
17	1.56000	21.57	21.69	21.81
18	1.60000	22.11	22.23	22.35
19	1.64000	22.66	22.78	22.90
20	1.68000	23.21	23.33	23.45

1. Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
2. Job work year for Head Custodian is 260 days.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
4. Assignments for any given year are made by the Superintendent or his/her designee and transfers are made according to policy established by the Board of Education.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
SECRETARY AND SECRETARY/AIDE SALARY SCHEDULE  
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<b>STEPS</b>	<b>INDEX</b>	<b>ONE SECRETARY IN BUILDING HOURLY RATE</b>	<b>MORE THAN ONE LESS THAN TWO SECRETARIES IN BUILDING HOURLY RATE</b>	<b>TWO OR MORE SECRETARIES IN BUILDING HOURLY RATE</b>
0	1.00000	13.14	12.99	12.84
1	1.03000	13.53	13.38	13.23
2	1.06000	13.91	13.76	13.61
3	1.09000	14.30	14.15	14.00
4	1.12000	14.68	14.53	14.38
5	1.15000	15.07	14.92	14.77
6	1.18000	15.45	15.30	15.15
7	1.21000	15.84	15.69	15.54
8	1.24000	16.22	16.07	15.92
9	1.27000	16.61	16.46	16.31
10	1.30500	17.06	16.91	16.76
11	1.34000	17.51	17.36	17.21
12	1.37500	17.96	17.81	17.66
13	1.41000	18.40	18.25	18.10
14	1.44500	18.85	18.70	18.55
15	1.48000	19.30	19.15	19.00
16	1.52000	19.82	19.67	19.52
17	1.56000	20.33	20.18	20.03
18	1.60000	20.84	20.69	20.54
19	1.64000	21.36	21.21	21.06
20	1.68000	21.87	21.72	21.57

1. Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
2. Job work year for Secretaries is either:
  - A. 9.75 Months - 204 days - includes 178 student days, conferences (2 days), teacher work days (3 days), two weeks prior to opening of school, and however many days after the close of school needed to fulfill the required number of work days (Per job calendar).
  - B. 10 Months - 209 days - includes 178 student days, conferences (2 days), teacher work days (3 days), start work on August 1 or next business day of each year, and however many days after the close of school needed to fulfill the required number of work days (Per job calendar).
  - C. 10 1/2 Months - 219 days - includes 178 student days, conferences (2 days), teacher work days (3 days), start work on August 1 or next business day of each year, and however many days after the close of school needed to fulfill the required number of work days (Per job calendar).
  - D. 11 Months - 229 days - includes 178 student days, conferences (2 days), teacher work days (3 days), start work on August 1 or next business day of each year, and however many days after the close of school needed to fulfill the required number of work days (Per job calendar).
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
4. Assignments for any given year are made by the Superintendent or his/her designee and transfers are made according to policy established by the Board of Education.

**ARTICLE 33**  
**RETIREMENT INCENTIVE**

**33.1** A bargaining unit member with a two hundred sixty (260) days schedule with thirty (30) years of service under the School Employees Retirement System (SERS) shall receive a six thousand six hundred fifty (\$6,650) dollars retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If a bargaining unit member with a two hundred sixty (260) days schedule chooses to continue working for the Board after his/her thirtieth (30th) year of service, the bargaining unit member is eligible for a five thousand (\$5,000) dollars retirement incentive. If the bargaining unit member continues working beyond the thirty-first (31st) year, he/she is no longer eligible for this retirement incentive.

**33.2** A bargaining unit member with less than a 260 day schedule with thirty (30) years of service under the School Employees Retirement System (SERS) shall receive a four thousand six hundred dollar (\$4,600) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If a bargaining unit member with less than a 260 day schedule chooses to continue working for the Board after his/her thirtieth (30th) year of service, the bargaining unit member is eligible for a three thousand four hundred-fifty dollar (\$3,450) retirement incentive. If the bargaining unit member continues working beyond the thirty-first (31st) year, he/she is no longer eligible for this retirement incentive.

**33.3** A bargaining unit member with a two hundred sixty (260) days schedule with twenty-five (25) years of service under SERS and is fifty-five (55) years of age or older shall receive a six thousand six hundred fifty (\$6,650) dollars retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If a bargaining unit member with a two hundred (260) days schedule chooses to continue working for the Board after his/her twenty-fifth (25th) year of service, the bargaining unit member is eligible for a five thousand (\$5,000) dollars retirement incentive. If the bargaining unit employee with a two hundred sixty (260) days schedule continues working beyond his/her twenty-sixth (26th) year, and continues to work for the Board until he/she has thirty (30) years of service under SERS, the bargaining unit member then becomes eligible for the retirement incentive set forth in 33.1 above.

**33.4** A bargaining unit member with less than a 260 day schedule with twenty-five (25) years of service under SERS and is fifty-five (55) years of age or older shall receive a four thousand six hundred dollar (\$4,600) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If a bargaining unit member with less than a 260 day schedule chooses to continue working for the Board after his/her twenty-fifth (25th) year of service, the bargaining unit member is eligible for a three thousand four hundred-fifty dollar (\$3,450) retirement incentive. If the bargaining unit member with less than a 260 day schedule continues working beyond his/her twenty-sixth (26th) year, and continues to work for the Board until he/she has thirty (30) years of service under SERS, the bargaining unit member then becomes eligible for the retirement incentive set forth in 33.2 above.

**33.5** The retirement incentive shall be paid with the first pay in January following the year of actual retirement.

**ARTICLE 34**  
**INSURANCE PROVISIONS**

**34.1 Hospitalization and Major Medical, Vision, and Dental Benefits:** Contingent on execution of a mutually satisfactory Participation Agreement between the Board and the Michigan Conference of Teamsters Welfare Fund, health care benefits for all bargaining unit members employed by the Board prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and to all bargaining unit members hired on or after July 1, 2005 who are regularly scheduled to work at least twenty (20) hours per week, and who do not opt out as set forth below, shall be through participation in an option of the Michigan Conference of Teamsters Welfare Fund Benefit Plan ("Plan") as agreed upon by the parties in each year of this collective bargaining agreement, commencing October 1, 2011, unless the Board determines that the Plan fails to comply with all Ohio "best practices" for school employee health care or it should otherwise become unlawful for the Board to provide health care coverage through the Plan (e.g., if it should become mandatory under state or federal law for the Board to enter into a "pool" for health care). Initially, as of October 1, 2011, the Plans available to all eligible bargaining unit members for participation shall be Plan 125 - SOA Cafeteria Plan and Plan 168. For bargaining unit members who were employed and eligible for insurance but did not have hospitalization/major medical coverage through the Board as of July 27, 2011, a plan for dental/optical only shall be available, in addition to Plans 125 and 168.

The Board will not be a guarantor of the Plan in any way and shall have no liability in connection with the Plan other than to permit employee participation in the Plan and pay a share of monthly contribution amounts (hereinafter referred to as "monthly premiums") as set forth below.

It is understood that bargaining unit members must participate in the above Plan, unless they have hospitalization/major medical insurance through a spouse or other family member and are approved by the Plan to opt out of participation. It shall be the responsibility of the bargaining unit member to comply with all opt-out guidelines established by the Plan and to submit the necessary forms, if the bargaining unit member desires to opt out of the Plan in any respect. The Board and the Union shall enter into any necessary memorandum of understanding to enable opt-outs from the Plan.

If a bargaining unit member was employed and eligible for insurance but did not have hospitalization/major medical coverage through the Board as of July 27, 2011, then the Board will only pay an amount equal to its share of the monthly premium (as set forth below) for single coverage on the high plan for the bargaining unit member, unless the bargaining unit member has a spouse and/or dependents who are no longer covered elsewhere due to a COBRA-qualifying event. If the bargaining unit member elects to participate in the Plan with any coverage other than single, then s/he will have to pay the full amount of the differential between the cost of single coverage and the greater coverage elected.

There will be no reimbursement to a unit member enrolled in another similar hospitalization plan.

The responsibility for notifying the Treasurer of intent to opt out from participation in the Plan rests with the bargaining unit member.

It is further agreed that the Board will pay the following monthly amounts toward the cost of the above described Plan:

**34.1.1 Single Premium:** Eighty percent (80%) of the actual monthly premium for all bargaining unit members hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 who are regularly scheduled to work at least thirty-two (32) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2005 who are regularly scheduled to work between 20 and 31.99 hours per week.

**34.1.2 Family or Employee Plus Spouse Premium:** Eighty percent (80%) of the actual monthly premium for all bargaining unit members hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 who are regularly scheduled to work at least thirty-two (32) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2005 who are regularly scheduled to work between 20 and 31.99 hours per week.

**34.1.3** In the event that a bargaining unit member and his/her spouse are both employed by the Board prior to September 1, 2011, the Board will pay the actual family plan monthly premium minus the employee's share of the monthly premium for one (1) single plan. The employee's share of monthly premium for one (1) single plan shall be paid by the married unit members. This provision of the Agreement does not apply to unit members or spouses of unit members who are employed by the Board after September 1, 2011.

**34.3 Term Life Insurance:** The Board will provide thirty-five thousand (\$35,000) dollars term life insurance to each bargaining unit member employed by the Board prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per work and to each bargaining unit member hired on or after July 1, 2005 who are regularly scheduled to work at least twenty (20) hours per week. The coverage shall include double indemnity for accidental death and dismemberment.

If allowed by the insurance company providing life insurance to Board bargaining unit members, an eligible bargaining unit member may purchase at his/her own cost additional life insurance. This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the bargaining unit member.

**34.4 Confidentiality:** The names of individuals who have filed claims for health care benefits, the amounts of claims filed or paid on behalf of any covered person and the medical records relating to any claims shall not be public records subject to any limitation in the public records laws. Reports to be made by the Third Party Administrator to the Southwest Licking Board of Education shall not by individual insured identify the particular treatment, care or diagnosis received by an individual.

**34.5 Insurance Committee:**

**34.5.1 Purpose:** An Insurance Committee (Committee) shall meet as the Board deems necessary to develop such proposals as the Committee deems appropriate concerning the level of insurance benefits available and offered. The Committee shall comport with Ohio "best practices" requirements. This standing Committee's responsibilities shall include:

monitoring insurance costs; reviewing and making recommendations to modify benefits; and recommending selection of insurance carriers and/or third-party administrators for all benefits listed in this Article.

**34.5.2 Membership:** The committee shall consist of the Treasurer and a Building Administrator and two (2) members appointed by Teamsters Local Union 413. The Treasurer shall serve as the chair of the Committee.

**34.5.3 Operation:** The Committee shall meet at least sixty (60) days in advance of any health care contract rollover/renewal and at other times at the call of the chair. The Committee shall formulate its proposals concerning carriers or third-party administrators, changes in carrier and/or plan design, and/or modification of benefits by a majority vote of all of its members. Any proposal of the Committee shall be presented to the Board to approve or reject same. Any action or inaction of the Board shall be final in each of those regards and not grievable or otherwise subject to appeal. It is understood that the Board will take no action in violation of any participation agreement entered into with the Michigan Conference of Teamsters Welfare Fund.

The Committee is not empowered to unilaterally make changes in health care benefits without ratification by the Unions and approval by the Board. The creation of the Insurance Committee does not diminish or in any way reduce the Board's and Union's rights or responsibilities.

**34.6** Monthly premiums shall be paid by bargaining unit members and the Board on a monthly basis, the same amount each month of a plan year, without any front-loading or back-loading of premium amounts.

## **ARTICLE 35 RE-EMPLOYMENT OF RETIRED BARGAINING UNIT EMPLOYEES**

A bargaining unit employee retired from a public sector retirement system ("Re-employed bargaining unit employee") may be re-employed under the following conditions:

**35.1** The re-employed employee will start with salary schedule placement experience of up to ten (10) years. The re-employed employee will be advanced one (1) year on the salary schedule for each year of re-employment service to the Employer.

**35.2** The re-employed employee will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through SERS or other public sector retirement system. The re-employed employee shall have life and other insurance coverage paid for by the Board on the same basis as any other re-employed certificated and/or classified employee of the Board.

**35.3** Re-employed employees will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.

**35.4** Re-employed employees may be re-employed from year-to-year under the limitations described in Sections 35.5 and 35.6 with Board approval, but shall not be eligible for continuing contract status.

**35.5** In the event of a Reduction In Force, the re-employed employee will not have any bumping rights under this Agreement.

**35.6** Such re-employment will not result in the reduction in force of other bargaining unit employees employed at the commencement of each such re-employment contract.

- 35.7** Subject to these provisions, re-employed employees are part of the bargaining unit.
- 35.8** Re-employed employees are eligible for sick leave accumulation commencing with the first year of such re-employment.
- 35.9** Re-employed employees may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.
- 35.10** Re-employed employees are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- 35.11** The Union Business Representative shall be advised of any re-employment situation.

**ARTICLE 36**  
**VACANCIES AND PROMOTIONS**

**36.1** When a job vacancy occurs within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy via District e-mail and on all Union bulletin boards. Said postings shall remain posted for a period of ten (10) working days. The announcement shall contain the job title of the vacancy, a brief job description including minimum qualifications, and the date of the posting and bid deadline date.

**36.2** Any employee wishing to apply for the posted vacancy must submit an application in writing to the Personnel Director's office by the end of the posting period in order to be considered for the position. The Employee will receive notification that the application was received.

**36.3** When filling the vacancy, all timely-filed applications will be reviewed by the Employer and the position will be awarded to the applicant that the Employer deems most qualified. Criteria for selection shall include: skills and/or experience relevant to the job to be performed including prior experience within the classification or department, other qualifications relevant to the job to be performed, and system and bargaining unit seniority. The Employer will grant an initial interview and give consideration to all bargaining unit applicants who have timely submitted a bid and meet the required qualifications set forth in the job posting. Tests given to determine qualifications shall be uniformly applied to all applicants for a given position. The applicant(s) not selected for the position will be given the opportunity to receive information concerning the reason why they were not selected, in a timely manner.

If two (2) or more applicants are deemed equally qualified, preference will be given to the applicant(s) from within the bargaining unit, if any. If the Employer deems two (2) or more applicants from within the bargaining unit equally qualified, the applicant with the most district seniority will be awarded the position.

**36.4** The effective date of the filling of the vacancy shall be as soon as possible, but no later than twenty (20) work days after the selection has been made. For purposes of this provision, the calculation of twenty (20) work days shall not include days in the summer, between school years. The Employer will notify the Business Agent and the Steward for the building in which the position being filled is located of the selection.

36.5 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a ninety (90) work day period of time, pending the Employer's determination to fill the vacancy on a permanent basis. At the conclusion of this ninety (90) work days period, the vacancy must be filled in accordance with Section 36.3 above, or the position abolished.

36.6 An employee who is awarded a position to fill a vacancy shall be required to satisfactorily complete a ninety (90) work day trial period. If, during the ninety (90) work day trial period, it is determined that the employee cannot satisfactorily perform the new job, the employee will be returned to the employee's previously held position at his/her prior rate of pay and with no loss of seniority.

**ARTICLE 37  
TERM OF AGREEMENT**

The Employer and the Union agree that this collective bargaining agreement will expire at midnight on the 30th day of June, 2014, unless extended by mutual written agreement of the two parties.

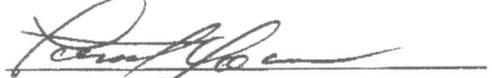
**RATIFICATION**

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective party.

**FOR THE SOUTHWEST LICKING  
LOCAL BOARD OF EDUCATION**



Board President



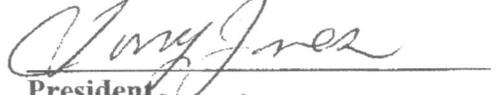
Superintendent

Richard D. Jones

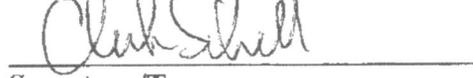
Treasurer

DATE: 10/20/11

**FOR THE TEAMSTERS LOCAL  
UNION NO. 413**



President



Secretary/Treasurer

Bud Raven

Vice President

DATE: 10/20/11

APPENDIX A  
SERB CERTIFICATION

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Teamsters Local Union No. 413, affiliated with the International Brotherhood of  
Teamsters,

Employee Organization,

and

Southwest Licking Local School District Board of Education,

Employer.

Case Number: 06-REP-03-0045

**CERTIFICATION OF ELECTION RESULTS AND OF  
EXCLUSIVE REPRESENTATIVE**

Before Chairman Mayton, Vice Chairman Gillmor, and Board Member Verich:  
July 12, 2007.

Pursuant to Ohio Revised Code § 4117.07(C), the Board conducted a secret-ballot  
election on June 4, 2007, for employees of the Southwest Licking Local School District  
Board of Education (Employer) in this appropriate unit:

Included: Custodians, Head Custodians, Central Copy, In-School Suspension,  
Computer Room Supervisor, Study Hall Monitor, Cooks, Head Cooks,  
Assistant Head Cook, Building Secretaries and Aides.

Excluded: All other employees, including Maintenance Foreman, District Secretary,  
District Office Personnel, including Director of Financial Services, the  
Superintendent's Secretary and the Assistant Superintendent's Secretary,  
Computer Technicians, Substitute Employees, Seasonal and Casual  
Employees, Part-time employees (those who regularly work less than  
fifteen (15) hours per week), Supervisors, Directors, Coordinators,  
Confidential Employees, and all other supervisory and management level  
employees, as defined in Ohio Revised Code Chapter 4117, not otherwise  
identified herein.

Certification of Election Results  
and of Exclusive Representative  
Case No. 06-REP-03-0045  
July 12, 2007  
Page 2

The results of the election were: seventy-two (72) ballots were cast; forty (40) votes were for Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters; thirty-one (31) votes were for "No Representative"; and one (1) challenged ballot was not determinative.

Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters has received a majority of the ballots cast and is certified as the exclusive representative of all employees in the unit.

It is so directed.

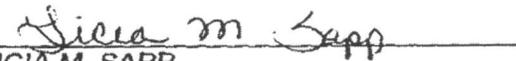
MAYTON, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member, concur.

  
\_\_\_\_\_  
CRAIG R. MAYTON, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon the representative of each party by certified mail, return receipt requested, this 13<sup>th</sup> day of

July, 2007.

  
\_\_\_\_\_  
LICIA M. SAPP  
ADMINISTRATIVE ASSISTANT

TDJ/lms/7-12#5

**APPENDIX B  
GRIEVANCE FORM**

**Southwest Licking School District  
Board of Education  
Teamsters Local Union No. 413  
"Grievance Form"**

Grievance# \_\_\_\_\_  
\_\_\_\_\_ one grievant \_\_\_\_\_ group

Grievant: \_\_\_\_\_ Steward/Agent \_\_\_\_\_

Name of all members of a "Group Grievance" and list Contract Provision(s) violated:

**Description of incident/Statement of Facts and Remedy Requested on Back Side or Attached Sheet**

Location of Occurrence: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_ Last Date for Filing: \_\_\_\_\_

**STEP 1 Meeting within 7 days of filing**

Step 1 - Transportation Supervisor Filing Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Meeting Time: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Agent: \_\_\_\_\_ Written Reply Received - Date: \_\_\_\_\_

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Time Limit: Within 5 Calendar Days to Step 2 of Step 1 Answer**

Step 2 - Superintendent or Designee Filing Date: \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Meeting Time: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Agent: \_\_\_\_\_ Written Reply Received - Date: \_\_\_\_\_

**Must Issue Written Answer Within 10 Days**

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Time Limit: Within 5 Calendar Days to Step 3**

Step 3 - Arbitration Filing Date: \_\_\_\_\_

Superintendent or designee: \_\_\_\_\_ Meeting Time: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Agent: \_\_\_\_\_ Written Reply Received - Date: \_\_\_\_\_

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Time Limit: Within 15 calendar days for "Notice of Intent to File" to Arbitrate**

Continued on Back Side

**Southwest Licking School District  
Board of Education  
Teamsters Local Union No. 413**

Grievance# \_\_\_\_\_

**ARBITRATION (Executive Board Referral)**

**Board Decision :** \_\_\_ Approved \_\_\_ Denied

Union President \_\_\_\_\_  
(Signature)

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

Union Attorney \_\_\_\_\_ Attorney Notification Date: \_\_\_\_\_

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_ 413 \_\_\_  FMCS Request  Pre-Arb Meeting  Hearing Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_ 413 \_\_\_  FMCS Request  Pre-Arb Meeting  Hearing Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Description of Incident/Statement of Facts and Remedy Requested:**

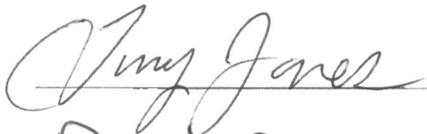
The Southwest Licking Local School District Board of Education ("the Board") and the Teamsters Local Union No. 413 3<sup>rd</sup> Unit ("the Union") enter into this memorandum of understanding to revise Article 34.1 to read as follows:

If a bargaining unit member was employed, and eligible for insurance and had not been enrolled in the ~~but did not have~~ hospitalization/major medical coverage through the Board within two (2) years prior to ~~as of~~ July 27, 2011, then the Board will only pay an amount equal to its share of the monthly premium (as set forth below) for single coverage on the high plan for the bargaining unit member, unless the bargaining unit member has a spouse and/or dependents who are no longer covered elsewhere due to a COBRA-qualifying event. If the bargaining unit member elects to participate in the Plan with any coverage other than single, then s/he will have to pay the full amount of the differential between the cost of single coverage and the greater coverage elected. It is the responsibility of the bargaining unit member to notify the Treasurer that he/she had been enrolled in the hospitalization/major medical coverage through the Board within two (2) years.

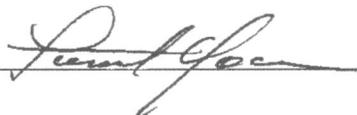
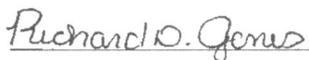
The parties intend only to modify this paragraph within Article 34, Section 34.I through this Memorandum of Understanding. The remainder of Article 34 and all other articles of the contract shall remain in effect as ratified and shall continue to govern bargaining unit members.

This Memorandum of Understanding becomes effective upon execution by the Union and the Board.

**For the Union:**

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

**For the Board:**

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