



12-MED-03-0314
1157-02
K30141
11/15/2013

AGREEMENT

between the

THE NEW LONDON BOARD OF EDUCATION

and

THE NEW LONDON CLASSIFIED STAFF

**(OAPSE/AFSCME/AFL/CIO)
AND IT'S CHAPTER #521**

SEPTEMBER 1, 2012 through AUGUST 31, 2014

Table of Contents

PREAMBLE	1
ARTICLE I – RECOGNITION	2
1.01 RECOGNITION	2
1.02 RIGHT TO JOIN OR NOT TO JOIN	2
1.03 MANAGEMENT RIGHTS.....	3
ARTICLE II – PROCEDURES FOR CONDUCTING NEGOTIATIONS	3
2.01 NEGOTIATING TEAMS	3
2.02 DIRECTING REQUESTS.....	3
2.03 NEGOTIATION PROCEDURES.....	3
2.04 CAUCUS.....	4
2.05 ITEM AGREEMENT	4
2.06 REACHING AGREEMENT.....	4
2.07 IMPASSE PROCEDURE	4
2.08 NEGOTIATIONS AGREEMENT	5
ARTICLE III – PROFESSIONAL GRIEVANCE PROCEDURE.....	5
3.01 GENERAL INFORMATION	5
3.02 RIGHTS OF THE PARTIES.....	6
3.03 GRIEVANCE PROCEDURE.....	6
ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES.....	7
4.01 MAIL.....	7
4.02 USE OF SCHOOL FACILITIES.....	7
4.03 BULLETIN BOARDS	8
4.04 DISTRIBUTION OF AGREEMENT	8
4.05 PRESIDENT RELEASE TIME.....	8
4.06 INFORMATION	8
4.07 REPRESENTATIVES OF THE UNION	9
4.08 AFSCME PEOPLE (POLITICAL).....	9
ARTICLE V – SALARY AND FRINGE BENEFITS.....	10
5.01 EMPLOYEE CONTRACTS	10

5.02	SUPPLEMENTAL POSITION OPENINGS	10
5.03	SALARY	10
5.04	SALARY SCHEDULE/LONGEVITY	11
5.05	SALARIES-FIELD TRIPS (EXTRACURRICULAR TRIPS)	11
5.06	PAYROLL DEDUCTIONS.....	12
5.07	SECTION 125 ACCOUNT	12
5.08	DUES DEDUCTIONS	12
5.09	CLASSIFIED STAFF SUPPLEMENTARY PAY PLANS (OVERTIME).....	12
5.10	OVERTIME/COMPENSATORY TIME	12
5.11	TUITION REIMBURSEMENT	13
5.12	VACATIONS	13
5.13	PAID HOLIDAYS	13
5.14	CALL-IN PAY.....	14
5.15	CALAMITY DAYS (12-Month Employees)	14
5.16	LUNCH AND BREAKS	14
5.17	INSURANCE	14
5.18	LIFE INSURANCE	16
5.19	LIABILITY INSURANCE.....	16
5.20	RETIREMENT PLAN BENEFIT.....	16
5.21	RETIREMENT OF CLASSIFIED STAFF MEMBERS	16
5.22	RETIREMENT-SEVERANCE PAY	16
ARTICLE VI – LEAVES OF ABSENCE (PAID AND UNPAID)		18
6.01	LEAVES AND ABSENCES.....	18
6.02	SICK LEAVE	18
6.03	TRANSFER OF SICK LEAVE	18
6.04	MATERNITY/SICK LEAVE.....	19
6.05	BEREAVEMENT LEAVE.....	19
6.06	ASSAULT LEAVE.....	19
6.07	PERSONAL LEAVE	20
6.08	FAMILY MEDICAL LEAVE ACT	20
6.09	JURY DUTY LEAVE.....	21

ARTICLE VII – EMPLOYMENT PRACTICES AND CONDITIONS.....	21
7.01 JOB DESCRIPTIONS.....	21
7.02 VACANCIES.....	22
7.03 TRANSFERS.....	23
7.04 REPOSTING OF POSITIONS.....	23
7.05 REDUCTION IN FORCE (RIF)/LAY OFF AND RECALL.....	23
7.06 DISCIPLINE AND SUSPENSION.....	24
7.07 TEACHER AIDE HOURS/SECRETARIES.....	24
7.08 WORKING OUT OF CLASSIFICATION.....	25
7.09 JOB ASSIGNMENTS.....	25
7.10 REIMBURSEMENT/FEE PAYMENT.....	25
7.11 CDL LICENSING/AIDES CERTIFICATE RENEWAL, BCI, FBI.....	25
7.12 BUS ROUTES.....	26
7.13 SHUTTLE RUN.....	26
7.14 SELECTION OF DRIVERS FOR CO-CURRICULAR ACTIVITIES.....	26
7.15 PERSONNEL FILES.....	27
7.16 SAFETY.....	28
7.17 EMERGENCY BUILDING SEARCHES.....	28
7.18 INJURY REPORTING PROCEDURES.....	29
7.19 ACCIDENT ANALYSIS TEAM.....	29
7.20 SMOKE FREE ENVIRONMENT.....	29
7.21 COMMITTEES.....	29
Communication Committee.....	29
Labor/Management Committee.....	29
Employee Health Benefits Committee.....	30
7.22 STUDENT WORKERS.....	30
ARTICLE VIII – OTHER PROVISIONS.....	30
8.01 PROVISIONS CONTRARY TO LAW/SEVERABILITY.....	30
8.02 WORK RULE.....	30
8.03 VALIDITY OF AGREEMENT.....	30
8.04 ENTIRE AGREEMENT.....	30

8.05 DURATION.....	31
APPENDIX A	32
APPENDIX B.....	35
APPENDIX C.....	39
APPENDIX D	40

PREAMBLE

The Board of Education of New London Local School District and The Ohio Association of Public School Employees, Chapter 521, chartered by the Ohio Association of Public School Employees, do hereby agree that the welfare of the children of New London Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I – RECOGNITION

1.01 RECOGNITION

A. Association Recognition

The New London Board of Education recognizes the New London Classified Staff/OAPSE/AFSCME/AFL-CIO as the sole and exclusive bargaining agent of the employees of the New London Local School District in the bargaining unit described by the below listed job classifications for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment:

Custodians	Bus Drivers
Custodial/Maintenance	Cook/Servers
Secretaries (excluding all Central office employees)	Study Hall Monitor
Teachers' Aides	Cashiers
Cleaning	Library Aide
*Bus Aide	

- * Bus Aide will become its own classification separate from teacher aide upon the resignation, termination, or retirement of Gale Brown. Until such time, it shall be in the teacher aide classification.

Substitutes are not recognized as part of the Classified bargaining unit.

Full time employees work four (4) hours or more per day.

Regular short hour employees work less than four (4) hours per day.

The Ohio Association of Public School Employees (OAPSE, Local 521) recognizes that the Cafeteria Supervisor and the Maintenance Supervisor are Supervisory Personnel, and the Executive Secretary, Assistant Treasurer, Activity Cashier/Treasurer's Secretary, and Medical Aide are confidential employees as defined by section 4117.01 of the Collective Bargaining Law and therefore excluded from the bargaining unit.

1.02 RIGHT TO JOIN OR NOT TO JOIN

The New London Board of Education emphatically believes that classified employees have the right to join, participate in, and assist in the association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

1.03 MANAGEMENT RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations, and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE II – PROCEDURES FOR CONDUCTING NEGOTIATIONS

2.01 NEGOTIATING TEAMS

At any negotiations session, either party may be represented by no more than five (5) representatives. Each party shall pay its own expenses pertinent to any representations or witnesses, and any expenses incurred in preparation for negotiating.

2.02 DIRECTING REQUESTS

Either the Association or the Board may initiate negotiations in the year of the contract expiration by letter of submission forwarded to the school Superintendent and/or the president of the local association during the month of March, outlining the intent to bargain, as defined in Chapter 4117 O.R.C. This is initiated by the President of the Classified staff or the Superintendent. Within sixty (60) days of transmittal of said submission letter, the parties shall hold their first negotiation session. The informal process may be extended by mutual agreement of both parties.

2.03 NEGOTIATION PROCEDURES

The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:

1. the time, date, and place of the next meeting
2. the agenda for the meeting in session
3. the time of the meetings should be approximately two hours unless otherwise agreed.

The Superintendent and the Board agree to furnish the Associations Negotiation Committee, upon request, all available information concerning financial resources of the district.

2.04 CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the parties to caucus, not to exceed thirty (30) minutes, unless mutually agreed upon by both parties.

2.05 ITEM AGREEMENT

As “negotiated” items are tentatively agreed upon, each shall be signed by each party.

2.06 REACHING AGREEMENT

When a contract has been reached by both parties, the tentative contract will be submitted to the association for ratification. Once notice of ratification is given, the Board will at its next meeting approve or disapprove the contract by appropriate motion.

Both parties will have the opportunity to proofread the agreement before and after the typing of the final draft. The final draft will be copied and provided to all classified staff. The final draft will be saved on a disc for future contracts with a copy for each party.

2.07 IMPASSE PROCEDURE

- A. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. If one of the parties declare impasse, the other party shall concur. The informal process may be extended by mutual agreement of both parties.
- B. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- D. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- E. The mediator has no authority to recommend or to bind either party to any agreements.

2.08 NEGOTIATIONS AGREEMENT

This agreement is made and entered into the 1st day of September, 2012, by and between the New London Local Board of Education, herein after referred to as the Board, and The Ohio Association of Public School Employees/OAPSE/AFSCME, AFL-CIO, Chapter 521, herein after referred to as the Association, representing non-teaching employees of the Board, herein after referred to as classified employee or employees, (for the establishment of rates of pay, hours of work and those other items mutually agreed upon).

This agreement shall commence on the 1st day of September, 2012, and shall terminate on the 31st day of August, 2014.

ARTICLE III – PROFESSIONAL GRIEVANCE PROCEDURE

3.01 GENERAL INFORMATION

- A. The primary purpose of this procedure shall be to obtain, at the lowest level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.
- B. A “grievance” is a claim by a member of the bargaining unit that there has been a violation, misapplication or misinterpretation of one or more of the provision(s) of this agreement. In the event that such violation, misapplication, or misinterpretation of the agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.
- C. An “aggrieved” person or persons is a member of the bargaining unit having a grievance.
- D. A “day” in this section, shall mean a work day. Work day excludes holidays and school year breaks (Thanksgiving, winter, and spring break).
- E. Time limits stipulated herein are considered maximums to ensure rapid resolutions to problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of Administration to adhere to the time limits will cause the grievance to automatically proceed to the next level of the grievance procedure. Failure of the grievant to adhere to the time limits will result in a nullification of the grievance.

3.02 RIGHTS OF THE PARTIES

- A. Both parties agree that grievance proceedings should be handled in a confidential manner.
- B. No employee may be represented by an employee organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- C. Copies of all written decisions of grievances shall be sent to all parties involved, the Association president, the aggrieved, and the appropriate administrator.
- D. Forms for processing grievances are attached to this Agreement as Appendix B.
- E. No reprisals of any kind shall be taken against any member participating in a grievance.

3.03 GRIEVANCE PROCEDURE

Step One: Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor.

Step Two: If the discussion does not resolve the grievance to the satisfaction of the employee, such grievant shall have the right to lodge a written grievance with such employee's immediate supervisor. If such grievance is not lodged within ten (10) working days following the act or condition, which is the basis of said grievance, said grievance shall be deemed withdrawn. The written grievance shall be on the standard form supplied by the Board of Education, and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract violated, misinterpreted or misapplied. The employee shall have a right to a meeting before the immediate supervisor. Union representation shall be permitted. Such hearing shall be conducted within five (5) working days after receipt of the Step Two written grievance. The aggrieved shall be advised in writing of the time, place and date of such hearing.

The immediate supervisor shall take action on the written grievance within five (5) working days after the conclusion of the Step Two hearing. The action taken and the reasons for the action shall be reduced to writing, and copies sent to the employee, the Superintendent, and union president.

Step Three: If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the supervisor's action on said grievance shall be deemed a waiver of the right to appeal. A meeting shall be conducted by the Superintendent within

five (5) working days after the receipt of the request. Union representation shall be permitted.

The Superintendent shall take action on appeal of the grievance within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal, and union president.

Step Four: If action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievance may be appealed by the Union to the American Arbitration Association within thirty (30) working days.

If appealed to the Arbitrator, the Arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection and hearings shall be in accordance with the voluntary rules and regulations of the American Arbitration Association.

The Arbitrator shall hold the necessary hearing promptly, and shall issue an opinion in writing to all parties present at the hearing. The decision of the Arbitrator shall be binding on both the Board, and the Union. However, the Arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issues not submitted to him/her. The Arbitrator shall in no way interfere with management prerogatives involving Board discretion, nor limit nor interfere in any way with the powers, duties, and rules and regulations having the force or effect of law. Nor shall the Arbitrator have the authority to subtract from, add to, or alter the terms of this contract.

The cost of the arbitration shall be paid by the loser of said grievance, as determined by the Arbitrator.

ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES

4.01 MAIL

All bargaining unit employees shall be provided individual mailboxes by the Board. Mailboxes will be located in Elementary and High School offices, custodial workroom and in the Bus Garage. Bus drivers and cafeteria employees will be provided a group mail box, one in the Bus Garage for bus drivers and one in the cafeteria for cafeteria employees. OAPSE shall be entitled to distribute information in these mailboxes.

4.02 USE OF SCHOOL FACILITIES

The New London Classified Employees group shall be entitled to use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building. The Association shall

be responsible for any additional custodial cost involved in the use of the building (i.e. cleanup, overtime).

The use of Board of Education owned equipment including typewriters, calculators, duplicating equipment, public address equipment, and audio-visual equipment at times, which do not interfere with the operation of the school system. Building Administrator shall be notified prior to the use of Board owned equipment. Any expendable supplies such as duplication and typing paper, envelopes, duplicating masters, and stencils, will be supplied by the Association.

4.03 BULLETIN BOARDS

The New London Board of Education will designate bulletin board space in each building area for the general use of the Association. The bulletin board space will be located in A, B, and D workrooms, in the cafeteria, custodial workroom, and in the Bus Garage.

4.04 DISTRIBUTION OF AGREEMENT

- A. The Board and the Association shall equally share the cost of materials for preparing copies of this agreement for each member of the bargaining unit, and the Board of Education. No charge will be made by either party for labor costs.
- B. The salary schedule for all classifications will be included in the negotiated agreement.
- C. A Board of Education Representative, and a Representative of the bargaining unit will have the opportunity to proofread the agreement before and after the typing of this agreement.

4.05 PRESIDENT RELEASE TIME

The OAPSE President and/or designee shall have three (3) hours per month for reasonable and necessary association business paid by the Board for release time. Negotiations, grievance hearings, negotiated committee meetings, and disciplinary hearings shall not count against the allotted time.

4.06 INFORMATION

The OAPSE president shall be provided the following without charge:

- A. Advance notice of all Board meetings at the same time such notice is supplied to news media.
- B. Complete agenda for all regular and special Board meetings

- C. Copies of approved Board minutes
- D. Copies of all routinely prepared financial documents that are provided to Board members on a monthly basis.
- E. A copy of the Board Policy Manual, work rules, and by-laws.
- F. An annually updated seniority list by October 15, showing the date of hire as a regular employee, first day worked, contract status, classification and years of seniority to the last full year completed through June 30. Notice of all deletions and additions to such seniority list shall be forwarded with the dates of hire and classification.
- G. The Board shall provide a copy of the contract to all newly hired employees.

The New London Classified Group will provide a roster of its building representatives to the Superintendent and Treasurer.

4.07 REPRESENTATIVES OF THE UNION

The New London Board of Education agrees to permit the OAPSE staff representative, who is **not** an employee, access to the New London School premises. The OAPSE representative will report to the administrative office upon arriving at the New London Schools.

The New London Classified Group agrees that such visitations shall not interfere with their work duties.

4.08 AFSCME PEOPLE (POLITICAL)

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

ARTICLE V – SALARY AND FRINGE BENEFITS

5.01 EMPLOYEE CONTRACTS

1. All employees shall receive a one (1) year contract. The contract shall cover one (1) full calendar year (twelve months) from the initial date of employment. At the end of the initial year of employment, except as set forth in paragraph 2, the Board may recommend nonrenewal. If she or he is retained, the employee shall receive another one year contract. At the end of the second year of employment, the Board may recommend nonrenewal. If she or he is retained, the employee shall receive a continuing contract. Reasons for nonrenewal will be provided to the employee prior to the Board making their recommendation. The procedures set forth in this paragraph shall supersede the procedures set forth in O.R.C. §3319.081.
2. Probationary Period – Newly-hired employees shall serve a one hundred twenty (120) calendar day probationary period. During the probationary period, the employee is subject to discharge at the Board’s discretion.
3. Annually, the employee shall be notified of his/her annual salary or hourly rate, hours per week, total number of school days employed, paid holidays and days paid for annual vacation leave.
4. The employee may terminate his/her contract by serving notice to the Treasurer of the New London Local Board of Education thirty (30) days prior to the effective date of the termination.

A full-time employee is defined as one working at least four hours per day, or a total of 20 hours per week during the entire school year.

5.02 SUPPLEMENTAL POSITION OPENINGS

Supplemental openings will be posted and placed in paychecks when no certified applicant has been found.

5.03 SALARY

Each employee shall receive a \$500 dollar payment within 30 work days after ratification of this Agreement by the parties, and, 25 cents per hour rate across the board effective 07/01/13 for all twelve-month employees and on 08/31/13 for all other employees for the 2013-2014 school year.

All employees shall be paid by direct deposit.

Paperless notification

Employees may opt to receive direct verification by e-mail instead of paper form. The employee must notify the Treasurer if he/she chooses this option.

For employees who choose this option during the school year, the following notices shall be sent via e-mail to the classified staff, who so elect, instead of being in paper form:

Staff News and Notes
Vacancy Notices
Payroll Reminders
Other General Information

Aides required by the District to have a paraprofessional certification/license will receive an across the board pay increase of 25 cents in addition to the negotiated wage increases. The Superintendent or designee will designate the aides required by the District to have a paraprofessional certification/license.

During the summer break, employees may opt to receive the above information via e-mail. The employee must notify the Treasurer if he/she chooses this option. If the employee who chooses this option cannot access school e-mail from home, he/she must provide a home e-mail address.

5.04 SALARY SCHEDULE/LONGEVITY

A year of experience for credit on a salary schedule, for all classified employees, shall consist of one hundred twenty (120) days within a given school or fiscal year.

Salary Schedules are listed in Appendix D.

If at any time during the negotiations for the immediate successor to the NLEA Agreement that expired on June 30, 2012, the Board and NLEA agree to an increase to the BA-0 Step, a signing or cash bonus, or a \$125 Plan reimbursement as set forth in 5.17(3), Reimbursements, of the contract in effect between September 1, 2008 and August 31, 2012, such increase or payment shall be granted on the same date in the same amount as the teachers. This provision shall automatically expire and be deleted from this Agreement effective July 1, 2014.

5.05 SALARIES-FIELD TRIPS (EXTRACURRICULAR TRIPS)

Field trips shall be paid at a rate of \$10.25 per hour for the 2012-2013, \$10.50 per hour for the 2013-2014 school years. (Drivers are to be paid the first two hours of a field trip at regular drivers wages if regular route is given up to take the field trip; four hours if both morning and afternoon routes are given up)

Drivers will not be paid for sitting time if they leave site with the exception of lunch period.

Mileage paid on personal vehicles driven for school use will be according to current IRS reimbursement rate.

5.06 PAYROLL DEDUCTIONS

In addition to mandated State, Local, Federal deductions and negotiated payroll deductions, the New London Board of Education will provide employees (upon request) a list of additional available deductions offered by the board.

For a new payroll deduction to be added, there must be a minimum of five (5) members of the bargaining unit requesting that deduction.

5.07 SECTION 125 ACCOUNT

A section 125 flexible spending account shall be available to each employee. Participation in such flexible spending account shall be at the option of each individual employee. Administrative costs required by the plan shall not be paid by the Board of Education.

5.08 DUES DEDUCTIONS

The Treasurer, when authorized by the employee will deduct Association dues from each person's pay and mail them to OAPSE. Deductions to be made over 26 pay periods. The amount of the deduction will be computed by OAPSE.

5.09 CLASSIFIED STAFF SUPPLEMENTARY PAY PLANS (OVERTIME)

Extra pay at the rate of one and one-half times the individual's regular pay will be granted for time beyond the normal forty-hour workweek. However, an employee who does not actually work the full 40 hours of a normal workweek because of sick leave, vacation leave, or the use of compensatory time, will not be paid at the overtime rate until more than 40 actual hours have been worked. Time spent away from work because of holidays, professional leave, personal leave, or calamity days shall count as actual hours worked.

Employees required by the Superintendent or designee to come in prior to their scheduled shift (i.e. snow removal) shall have sick leave, vacation leave, and the use of compensatory time counted as time worked for the purpose of overtime calculations.

5.10 OVERTIME/COMPENSATORY TIME

All overtime or compensatory time must have prior approval and is to be submitted on the same biweekly basis as time sheets. All work time which the employee wishes to use

for compensatory time must have prior approval and a record of such must be on hand in the Treasurer's Office prior to it being approved for use.

5.11 TUITION REIMBURSEMENT

The New London Board of Education will reimburse members of the classified staff 80% of the cost of college courses taken in an approved area. Reimbursement will be made upon successful completion of the course. Total Board of Education cost will not exceed \$2,500.00 per year. In order to be eligible for reimbursement for course work, the staff member must apply in writing to the Superintendent prior to taking the course to determine applicability of course and availability of funds.

5.12 VACATIONS

Classified personnel employed for 11 or more months will receive vacation with pay as follows:

One to nine years of service..... 2 weeks vacation
10-19 years of service 3 weeks vacation
Twenty or more years of service..... 4 weeks vacation

Full time (12) employees to be entitled to vacation shall have worked for 12 months consecutively from the initial date of employment. Vacation shall be taken during the ensuing year, commencing each July 1 and terminating June 30.

Those staff members employed for less than an 11-month year are not entitled to a paid vacation. Vacation time will not accumulate from one year to the next.

Persons who voluntarily transfer from a department and then returns to that department, forfeits seniority in that department and experience for vacation purposes only but will be given local service years credit for pay purposes.

The Superintendent will have final approval of vacation schedules for the classified staff. It will be his/her responsibility to see that vacations are scheduled to least interfere with the operation of the school.

5.13 PAID HOLIDAYS

Classified staff are to be paid for the following holidays:

- | | |
|---|---------------------------|
| 1. Labor Day | 2. Thanksgiving |
| 3. Day after Thanksgiving | 4. Christmas |
| 5. New Year's Day | 6. Martin Luther King Day |
| 7. President's Day | 8. Memorial Day |
| 9. Fourth of July (12 month employees only) | |

5.14 CALL-IN PAY

If any employee is called in by the employer to report for work outside of his/her normal tour of duty, he/she shall be guaranteed at least two (2) hours pay at the applicable rate.

If any employee is called in for work while on vacation, the rate for the emergency call-in hours will be paid at the overtime rate (call-in must be by supervisor or Superintendent or verified as an emergency by one of these parties).

New hires or transfers into positions that qualify for vacations shall have their vacation days prorated to coincide with the July 1-June 30 contract year.

5.15 CALAMITY DAYS (12-Month Employees)

Twelve (12) -month employees shall be contacted by their supervisor on a calamity day when they are to report to work. If they are directed to report to work, they will be paid 1.5 times their regular rate of pay for time actually worked. Employees who are not required to report to work on a calamity day shall receive their regular rate of pay for the day. Any calamity days beyond those waived by the state shall be considered regular workdays, and all 12-month employees shall report to their regular shift and receive their regular rate of pay for the day.

5.16 LUNCH AND BREAKS

All employees, during their regular work day, shall be entitled to a thirty (30) minute lunch period without pay, which does not constitute part of the normal work day, and shall be scheduled as nearly as possible at the midpoint of the work shift.

Classified employees working over four (4) hours per day shall be entitled to fifteen (15) minutes of break time to be arranged in cooperation with their immediate supervisor.

5.17 INSURANCE

1. The New London Board of Education will provide a plan of group health insurance for each classified employee working four (4) or more hours each day, or 20 hours per week. Employees working less than 20 hours per week will have their contributions to their insurance benefits pro-rated accordingly. The plan will include hospitalization, surgical, major medical, prescription drug, and rehabilitation provisions. The New London Board of Education will not provide dual medical coverage to members of the same household.

Effective with any new hires (employees) after September 1, 2004-Classified employees must work 6 hours per day (30 hours per week) in order to be considered full-time for all insurance coverage. Employees working less than 30

hours per week shall have their contributions to their insurance benefits prorated accordingly.

2. **Insurance** – Employees who qualify for group health insurance are eligible to be covered under the medical plan offered by the Board. The Board and Employee contributions for health plans (medical and Rx) as well as dental and vision, are as follows:

Health Plan
(medical and Rx)

Board 88% / Employee 12%

Dental

Board pays 100% less employee contribution of \$5.00 monthly.

Vision

Board 100%

3. **Prescriptions** – Co-payment for retail (30-day supply) prescriptions shall be \$10.00 for generic and \$25.00 for formulary brand and non-formulary brand prescriptions.

Co-payment for mail order (90-day supply) prescriptions shall be \$20.00 for generic and \$50.00 for formulary brand and non-formulary brand.

Each of the preceding provisions shall apply equally to all employees of the Board.

4. A bargaining unit member may elect not to receive all insurance coverage provided above (Medical, Dental or Vision) and instead elect to receive additional compensation of one thousand six hundred dollars (\$1,600.00) per year prorated for part-time employees (as defined in article 5, subsection 5.01 and subsection 5.17 for grand fathered employees. Such compensation shall be less applicable payroll deductions, to be paid August 1 following the plan year of non-participation. Husbands and wives who are both employed by the New London Local Schools are not eligible for this compensation. The payment shall be made to the employee through and in accordance with the District's §125 Plan.

In order to elect this option and receive this additional compensation, the bargaining unit member must notify the Treasurer on a Board provided waiver form of his/her desire to waive insurance coverage no later than August 31st of each year.

In the event of a change in the need for insurance, the employee may reinstate coverage according to the insurance policy.

There shall be no pre-existing condition exclusion for any bargaining unit member who re-enters the insurance program.

5.18 LIFE INSURANCE

For employees under seventy (70) years of age, life insurance premiums will be paid 100% by the Board for a group term life insurance in the amount of \$50,000.00.

For employees seventy (70) years of age and older, the following benefits will be paid:

<u>Attained Age</u>	<u>Benefit as a Percentage of Pre-70 Coverage</u>
70-74	42%
75-79	28%
80-84	19%
85+	13%

5.19 LIABILITY INSURANCE

The New London Board of Education will provide a group liability insurance policy for all classified employees. Limits of liability shall be \$1,000,000, each claim - \$5,000,000 aggregate.

5.20 RETIREMENT PLAN BENEFIT

The New London Board of Education will pay 5.5% of employee share of Retirement. The remainder of employee paid retirement is tax sheltered.

5.21 RETIREMENT OF CLASSIFIED STAFF MEMBERS

The Board of Education's policy regarding the retirement age for classified staff members will conform to state law.

As required by law, all classified employees of the Board are required to be members of the School Employees Retirement System.

5.22 RETIREMENT-SEVERANCE PAY

Severance pay will be a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

1. The individual retires from active employment from the school system.
2. Retirement-disability or service retirement under any state or municipal retirement system in this state.

3. An employee must meet the retirement qualifications established by S.E.R.S.
4. At the time of the last day of work in the district the employee must be eligible for S.E.R.S. retirement.
5. The individual must be eligible for disability or service retirement as of the last date of employment.
6. Severance pay shall be paid in one payment following verification by the Treasurer that the employee has accepted retirement from S.E.R.S.
7. The individual must within 120 days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
8. Severance pay will be calculated, using the employee salary schedule or pay scale in effect at the date of retirement. A salary schedule or pay scale will be considered in effect if an employee receives one pay calculated on the salary schedule or pay scale.
9. The individual must have not less than 10 years of service with this school district, the state, or its political subdivisions.
10. The individual must sign for severance check certifying all eligibility criteria have been met.
11. An employee who has a maximum accumulation of sick leave and severance pay days may earn an additional day of severance for each school year if he/she uses less than three (3) days of sick leave in that school year.
12. An employee who uses no sick leave or personal leave during the course of a school year may be credited with one (1) additional severance pay day to be used at time of retirement under the SERS system.
13. The number of sick leave days any member of the bargaining unit may accumulate will be two hundred forty-five (245) days.
14. Upon the death of an employee, benefits due said employee shall be paid to his/her spouse and/or other designated beneficiaries.

The amount of benefit due an employee shall be calculated by multiplying .005263 times salary at time of retirement, times $\frac{1}{4}$ (one-fourth) of accumulated sick leave up to a max of two hundred forty-five (245) days.

Receipt of payment accrued by unused sick leave will eliminate all sick leave credit accrued by the employee.

ARTICLE VI – LEAVES OF ABSENCE (PAID AND UNPAID)

6.01 LEAVES AND ABSENCES

Leaves and absences granted to the classified staff will be for the purpose of helping them maintain their physical health; take care of family and other personal emergencies, and discharge important and necessary obligations.

All requests for long-term leaves of absences will be submitted by the Superintendent, along with his/her recommendations, to the Board for its action.

Beginning 9/1/2004, a standard form for all leaves and absences will be used by members of the Bargaining Unit. (See attached Appendix C).

6.02 SICK LEAVE

Each full time employee shall be entitled, for each completed month of service, to sick leave of one and one fourth days with pay, the unused portion of such sick leave being cumulative to two hundred forty-five (245) days.

A completed month of service shall include days of absence with permission along with days actually worked.

Part time employees shall be entitled to sick leave for the time actually worked at the same rate as that granted full time employees.

Employees may use sick leave, upon approval of the Superintendent of the school district, for absence due to injury, illness, pregnancy, and exposure to contagious disease, which could be communicated to other employees, and illness or death in the employee's immediate family. The Superintendent may require employees who are absent from school for reasons that could affect their job performance to provide a physician's note to be approved for a return to work.

The Association President may present an employee's catastrophic or crisis situation to the Board for consideration. After the issue is discussed by both parties and if the board approves donations, staff may donate some of their accumulated sick leave to help the member of the bargaining unit. A person who receives donated days shall not receive more than twenty (20) donated days per school year.

6.03 TRANSFER OF SICK LEAVE

A member, who transfers from one public school in Ohio to another, shall be credited with the unused balance of his/her accumulated sick leave days. To receive such credit new member shall present to the Treasurer a certificate for the public agency in Ohio for

which he/she most recently worked, stating the number of unused sick days credited to him/her at the time of the last day of employment.

Employees without accumulated sick leave shall be advanced five (5) days sick leave at the time of their initial contract. Additional days shall not accrue beyond five (5) days until the fifth month of the contract.

6.04 MATERNITY/SICK LEAVE

A pregnant employee may continue in her assignment as long as she can perform all her assigned duties adequately. If her condition requires, a pregnant employee may use accumulated sick leave credit as determined by her physician. If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee may apply for a leave of absence without pay or benefits.

Extended pregnancy leave, if granted, may be for the balance of that semester or longer, if recommended by the Superintendent, but not to exceed the balance of the school year.

The employee is expected to notify the Superintendent of anticipated final working date in order that a replacement employee may be sought.

6.05 BEREAVEMENT LEAVE

For the deaths of relatives, up to three (3) days may be used for such death. For the purposes of bereavement, relatives are defined as blood relatives, step relatives and in-laws, any relative living in the home of the employee, or other persons who have assumed similar positions. These days will not be deducted from sick leave. An additional three (3) days may be granted by the Superintendent if the Superintendent determines that the days are warranted. These three (3) additional days, if granted, shall be charged to sick leave.

For absence due to the death of a close friend, a maximum of two (2) days annually of sick leave may be used. Additional days of absence shall be charged to personal leave or be unpaid if personal leave days are exhausted.

6.06 ASSAULT LEAVE

Assault shall be defined as an unlawful attempt to do bodily harm to an individual. An employee who is off work due to an assault, which arises out of and is within the scope of his/her employment, shall be paid their regular compensation for all days of work missed, which shall not be charged against sick leave.

Prior to approving assault leave, the Superintendent or designee shall determine that the cause was school related. The staff member must file charges against the assailant and a written, signed statement describing the circumstances and events surrounding the assault including the time and location, the names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and possible duration. The Superintendent shall review the statement and make further investigation if deemed advisable. If the assault leave extends beyond the school year in which the assault occurred, the Superintendent may request medical confirmation for the extension from a physician mutually agreed upon with the local OAPSE Association.

Should a staff member who is assaulted need to visit a doctor or hospital, that time will be charged to assault leave. Worker's compensation forms shall be filed for injuries resulting from the assault.

6.07 PERSONAL LEAVE

Each employee is entitled to three (3) personal days per July 1 through June 30 upon written request to the office of the Superintendent with the reason for the requested leave. Ten days advance notice is required, or within five (5) days after absence which occurs unexpectedly. An employee hired after July 1 and for the remainder of the year will earn one (1) day of personal leave for each 86 days worked per described year. Personal days may not be used the workday prior to or the workday following a holiday.

Unused personal days, as of June 30th, may be added to the employee's accumulated sick leave OR receive a payment equal to that of the employee's contracted daily rate for each unused personal day at the end of each contract year. This amount may equal but not to exceed their daily contracted rate. Employees must elect conversion to sick leave or payment by the end of each school year through a form provided by the Treasurer's office.

No more than 10% of the classified employees may take personal leave at any one time, but no more than one employee in any classification. Personal leave will be considered in the order of application.

Personal leave may not be used consecutively without the authorization of the Superintendent of Schools.

Personal leave may be disallowed based upon the staffing needs of the particular school building.

6.08 FAMILY MEDICAL LEAVE ACT

1. All benefits guaranteed by the Family and Medical Leave Act will be provided to employees covered by this Agreement.

2. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year to care for a new or sick child, parent, or spouse. When medically necessary, leave may be taken intermittently.
3. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
4. Eligible employees may choose to use paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
5. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
6. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
7. The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and vision insurance plans for the employee while he/she is on leave under this article.
8. For purpose of defining a year for Family Leave benefits, the year shall begin when the employee first uses family medical leave benefits and rolls forward for twelve months from that date according to the family medical leave act.

6.09 JURY DUTY LEAVE

Jury duty leave will be granted to classified employees who serve on a jury and provide the school a reasonable notice of their summons prior the commencement of jury duty. An employee shall be entitled to leave without loss of pay for the days the employee is required to perform jury duty. The employee absent as a result of serving shall be paid the difference between compensation received for such duty and regular earnings. This leave will not be deducted from any other type of leave.

ARTICLE VII – EMPLOYMENT PRACTICES AND CONDITIONS

7.01 JOB DESCRIPTIONS

Upon written request, the Association shall be furnished with a copy of the job description of each classification covered under the terms of the Agreement. In the event of any change in any job description covered in this agreement, the President of the Chapter shall be notified of such change and of the effective date of such change.

A joint job description committee shall be established to review/create and recommend changes to classified job descriptions. The Board of Education has final approval of job descriptions. The committee will meet each school year.

7.02 VACANCIES

As used in this agreement, a vacancy shall be defined as either a newly created position or a position which is vacant due to the death, retirement, resignation, termination, transfer, or from vacancies resulting from the seniority bid procedure and which the Board intends to fill.

- A. When a vacancy occurs within a Classification or assignment it shall be posted for a period of ten (10) days in a conspicuous place in each work location, or distributed to each classified staff member.
- B. Before leaving for Summer Break Vacation or approved leave, all employees interested in future vacancies shall inform the Superintendent in writing. If a vacancy occurs during Summer Break Vacation or approved leave, the employee shall be notified by mail of a vacancy.
- C. Any employee may request the vacant position in writing to the Superintendent. In selecting an employee for the vacant position, the Board shall use the following guidelines:
 - 1. The vacant position shall be offered first to employees within the present Classification.
 - 2. If two candidates in the same Classification are deemed to be equally qualified by the Superintendent, seniority will prevail. Seniority shall be defined as system seniority. System seniority shall be defined as the most recent date of hire as a regular employee in the District.
 - 3. If the vacant position is not filled by an employee within the Classification, it shall then be offered to the Employees, if qualified, with the most system seniority with the Board.
 - 4. No Subs shall be used for more than thirty (30) working days to fill vacant positions.
 - 5. Contracted hours – When an employee will be working more hours than contracted during a school year, the contract will be changed to reflect those hours for the remainder of that school year only or for the remainder of the time period in which the extra hours will be needed.
- D. For purposes of this provision, “Classifications” shall be as defined in Article 1.01 – Recognition.

7.03 TRANSFERS

Employees who transfer from one classification to another within the school system will be given local service credit for pay purposes.

7.04 REPOSTING OF POSITIONS

Any increase in hours for any classified position shall be re-posted in accordance with the vacancy section of the contract. (Current staff in that classification, not necessarily the position, will maintain bidding rights dependent upon seniority.)

7.05 REDUCTION IN FORCE (RIF)/LAY OFF AND RECALL

If it becomes necessary to reduce the number of employees in a job classification due to financial reasons, lack of work, or abolishment of positions, the following procedures shall govern such layoffs.

- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position in the affected classification.
- B. Whenever it becomes necessary to lay off employees by reason stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. In the case of identical seniority, the senior person shall be determined by the flip of a coin with the Union President present.
- C. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff employees on limited contract shall be laid off before any employee in the classification employed under the continuing status is laid off.
- D. For the classification in which the layoff occurs, the board shall prepare a reinstatement list, and the names of all employees employed under limited contract status shall be placed on the reinstatement list in seniority order. The names of all employees employed under the continuing status shall be placed on a separate reinstatement list in seniority order. Reinstatement shall be made from this list, beginning with the most senior employee, before any new employees are hired in the classification or any employee is reinstated from the classification's limited contract list.
- E. Vacancies, which occur in the classification of layoff, which are not filled by bargaining unit members in accordance with Article 7.02, shall be offered to the

employee highest on the layoff list in accordance with Section D above before the next person on the list is called.

- F. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during that period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- G. Individuals on the recall list shall have ten (10) calendar days to respond to the recall notice. If the individual does not respond or if the individual decides not to accept reinstatement, then the individual's name will be removed from the recall list. However, this section does not apply to employees recalled to a position, which pays less or has fewer hours than what the employee was displaced from. Employees shall not be required to take a position that causes a loss in pay or hours. Employees who choose to accept such a position shall retain recall rights stated in Section F until such time as they are fully reinstated or the two (2) year period has elapsed, whichever occurs first.

This procedure supersedes O.R.C. §3319.172 to the extent permitted.

- H. Bumping shall be by seniority within the classification. District-wide seniority shall be used when bumping. The employee must bump the least senior employee closest in hours to the employee's current position in the classification. The employee must notify the Superintendent within five (5) days (Monday-Friday) of receiving notice of the reduction in force that they are exercising their right to bump. The notice will state effective date of RIF, notice requirements and bumping rights as stated in the negotiated agreement.
- I. For purposes of this provision, "Classifications" shall be as defined in Article 1.01 – Recognition.

7.06 DISCIPLINE AND SUSPENSION

Termination and discipline shall be subject to the Grievance Procedure.

7.07 TEACHER AIDE HOURS/SECRETARIES

The Superintendent will determine which and how many teacher aides will work any extended time on a needs basis.

The library aide(s) will work an extra 2.5 days per school year, to be worked at the discretion of the principal. The library aide salary schedule will be amended accordingly.

Secretaries won't review security tapes without an administrator or supervisor present at their desk.

7.08 WORKING OUT OF CLASSIFICATION

Whenever an employee in a lower pay scale is working in a higher pay scale or classification, the employee shall be paid for the time they work at the higher rate.

This must be authorized in advance by the employee's Supervisor.

7.09 JOB ASSIGNMENTS

Assignments for positions within a classification will be made by the supervisor based upon seniority within the classification.

If a classified employee is substituting for a supervisor (performing the duties of the supervisor), that employee shall be paid at the equivalent rate of the supervisor.

In the event that a full time employee is absent, a short hour employee in that job classification shall be called first to work the full time employee's hours.

7.10 REIMBURSEMENT/FEE PAYMENT

The State required "in-service" meeting for bus drivers will be reimbursed at four (4) hours of pay, once yearly or as required by the State. Payment shall be in the next pay period if at all possible.

CPR, First Aid Training, and finger printing to be Board paid for all classified staff employees as required. The Superintendent or designee shall designate the location for CPR, first aid training, or fingerprinting. If the employee chooses a different location that is more expensive than the location chosen by the Board, the employee will pay the difference.

Classified staff that are required to submit to drug and alcohol testing through Fisher-Titus Medical Center shall be reimbursed mileage (if they have to travel to Norwalk) and paid a rate of two hours at minimum wage rate per hour.

7.11 CDL LICENSING/AIDES CERTIFICATE RENEWAL, BCI, FBI

CDL training and renewal related fees shall be reimbursed by the Board of Education. Certification or certificate renewal are the responsibility of the individual employee.

The Board will pay for CDL's and renewals if the driver agrees to work for the school for 3 years. If the driver leaves before that 3-year period, he shall reimburse the Board for the amount of the CDL or renewal fee.

Drivers will be granted a 90 day unpaid leave of absence if they do not pass the CDL test by the time their license expires. The leave of absence will be rescinded upon passage of

the test. If not passed within the 90 day grace period, the employee will be terminated. Board paid medical insurance and fringes etc. cease if the person is not eligible to drive.

Teacher Aide certificate renewals, BCI and FBI checks will be paid by the Board for all bargaining unit members who require them.

Aide Certificate Testing Fee

All newly required Teacher Aide certificate testing will be paid by the Board upon successful completion.

7.12 BUS ROUTES

Bus routes shall be established by the Superintendent prior to the beginning of each school year.

7.13 SHUTTLE RUN

1. The definition of a regular route is—From the first stop to the New London Schools in the morning, and from the New London Schools to the last stop in the afternoon.
2. A shuttle run is in addition to the regular route.

7.14 SELECTION OF DRIVERS FOR CO-CURRICULAR ACTIVITIES

Field Trips

1. A “Field Trip Sign-up Sheet” shall be kept in a prominent place in the Transportation Building. Field trips will be posted at least two weeks prior to the event and drivers are encouraged to sign-up for trips in advance.
2. Trips will be assigned based on seniority rotation from the seniority rotation sheet.
3. If no regular driver has signed for a field trip within five workdays of the trip the Transportation Supervisor may fill the field trip with any regular or substitute driver.
4. Advisors to organizations may recommend, but may not select, drivers for their trips.
5. If a field trip cannot be posted for two full weeks, the Transportation Supervisor shall use the late posting seniority rotation sheet to select a driver. If a regular

driver cannot be found to drive the trip, the Transportation Supervisor may select a substitute driver.

6. No regular driver or substitute may drive two consecutive field trips unless no other driver is available to drive.
7. Any advisor holding a valid CDL license may drive his/her own field trip. Should the advisor choose not to drive, a driver will be assigned by the approved method.
8. In an emergency situation, the bus supervisor may assign any driver, regular or substitute.

Sport and Band Activities

1. The head coach or band director shall select a driver from the list of full time bus drivers.

NOTE: A “regular” or “full time” driver shall be considered one who has a nine-month contract as opposed to a substitute contract.

If the coach or director does not wish to select a driver for the season, the bus supervisor shall contact regular drivers on the seniority list.

2. If the coach or director holds a valid CDL license, he/she may choose to drive their own trips.
3. No full-time driver may drive more than one major sport/band activity for a year unless no other full time driver is available to drive the activity for the season, the bus supervisor may select from the substitute list.
4. It is expected that the driver agreeing to transport the sport/band activity will make themselves available for all games or band activities. Should the regular driver be unable to drive a particular trip, the bus supervisor shall select another driver.
5. At the beginning of each school year a list of all major sports/band activities shall be circulated to all drivers, full time and substitute. Drivers who have a special interest in an activity should sign this list so coaches will be aware of that interest. This is an interest list only and does not assign the driver to the activity.

7.15 PERSONNEL FILES

An employee will have the right to view the contents of his/her master personnel file during the normal workday during the employment by the Board and with prior notification to and appointment with the Treasurer. He/She shall furthermore be entitled

to place rebuttal material in the file concerning items which he/she views as derogatory, provided he/she signs and dates the rebuttal.

A member shall be entitled to a copy, at his/her own expense, of any material in his/her file.

An employee shall receive a copy of any job related disciplinary letter before placing in his/her file. Effective August 1, 2012, an employee must initial and date such letter prior to it being placed into the personnel file to indicate receipt.

If requests are made by the public to inspect personnel files of any classified employee, the employee shall be notified of the request.

Complaints Against Members of the Bargaining Unit

If a parent or other member of the community makes an oral or written complaint about a classified employee, no record of such complaint may be placed in the employee's file unless the Superintendent or building principal has first notified the employee of the complaint. The employee may request a meeting with the Superintendent or principal to discuss the complaint. The employee may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous complaints will be disregarded.

7.16 SAFETY

- A. It is the intent of the Board of Education to provide an atmosphere for school that is healthy, safe, and sanitary for all students, employees, and the public. Concerns about safety, health, and sanitation shall be directed to the Superintendent by the President of OAPSE. Nothing herein shall be construed as limiting the right of an Employee to notify his/her supervisor of any concern involving safety, health, and sanitation.
- B. No employee shall be in any way discriminated against as a result of reporting any condition regarding health, and sanitation.

7.17 EMERGENCY BUILDING SEARCHES

Classified staff employees shall not be required to participate in emergency building checks (bomb threats, natural disasters, etc.). Classified staff members who do participate in such searches shall have a building administrator present during any such search and shall be paid their overtime rate (minimum of two hours) for participation in such searches. Law enforcement agencies shall be contacted and security tapes shall be reviewed prior to or in coordination with the search.

7.18 INJURY REPORTING PROCEDURES

Any injury incurred by an employee during the school working hours (regularly scheduled work day, any time on duty for their primary job or supplemental job) shall report that injury on an injury report form provided by the district within 24 hours of the incident. This form is to be submitted to the Treasurer's office.

7.19 ACCIDENT ANALYSIS TEAM

Any injury that results with the employee missing scheduled work time shall be reviewed by an Accident Analysis Team made up of a classification employee and the supervisor or administrator designated by the Superintendent. This report shall consist of a brief injury report (or attach employee accident report), cause of the accident, and preventative measures for the future. This report shall be available to BWC or recognized state agencies having jurisdiction over injury related information. Accident Analysis Team members shall be paid their hourly rate for meeting time outside their regularly scheduled hours.

7.20 SMOKE FREE ENVIRONMENT

Members of the bargaining unit represented by the New London Education Association and OAPSE shall be guaranteed a smoke-free environment during the workday.

Staff is not permitted to smoke on school busses, the bus parking/pick-up area or anywhere on school grounds or on field trips.

7.21 COMMITTEES

The Board agrees to training by the Federal Mediation and Conciliation Service (FMCS) for the committees.

Communication Committee

Employees on the communication committee shall meet with the Superintendent or his/her designee to communicate about issues and problems, which affect them. Meetings shall be held at the request of the Committee and/or Superintendent. No more than three (3) representatives from each side.

Labor/Management Committee

A committee is currently established through the New London Education Association. Because it is part of their agreement, changes cannot be made to the agreement; however, the Superintendent shall invite one representative from each classification to labor management meetings.

Employee Health Benefits Committee

An employee Health Benefits Committee, which shall include two (2) classified personnel (as appointed by the Association President), shall be established and shall meet on an annual basis.

The employee Health Benefits Committee shall have no authority to alter the benefit of any health insurance program.

7.22 STUDENT WORKERS

The Board shall not hire more than one (1) student worker to perform custodial duties.

ARTICLE VIII – OTHER PROVISIONS

8.01 PROVISIONS CONTRARY TO LAW/SEVERABILITY

If any provision of this agreement, or any Board of Education application of its terms to any member of the bargaining unit shall be found contrary to any federal or state statute, federal or state regulation or court order, then such provision or application shall be inoperative; but the remaining provisions of the agreement shall continue in full force and effect.

8.02 WORK RULE

No work rules, policies, or directives shall conflict with or violate any provision of this agreement, and such rules, policies and directives shall be reasonable and applied consistently.

8.03 VALIDITY OF AGREEMENT

In the event that any Provision or any part of a Provision of this Agreement shall at any time be declared invalid by any Court of Competent Jurisdiction or by SERB, such decision shall not invalidate the entire Agreement. It is the express intent of the Parties hereto that all Provisions, or any part of the Provisions, not so declared invalid, shall remain in full force and effect.

The Parties shall meet and Negotiate in good faith for a lawful Substitute Provision as soon as possible after such decision.

8.04 ENTIRE AGREEMENT

This agreement constitutes the entire negotiated agreement between the Board and OAPSE and supersedes and cancels all previous agreements, verbal or written or based

on alleged past practices between the Board and OAPSE. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the Board and New London Classified Staff.

This agreement shall remain in full force and effect until August 31, 2014, and shall be renewed for successive periods of one year each thereafter unless a request in writing to negotiate is made by either the Board or OAPSE.

8.05 DURATION

Two (2) year Agreement September 1, 2012 thru August 31, 2014.

This agreement shall take effect September 1, 2012 following ratification by OAPSE and ratification by the New London Board of Education, and written execution thereof, and shall remain in full force and effect through August 31, 2014.

Negotiated Agreement between THE NEW LONDON BOARD OF EDUCATION and the NEW LONDON CLASSIFIED STAFF (OAPSE/AFSCME/CIO/AFL)

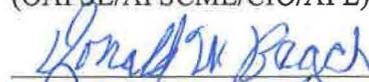
Now, therefore, this "Agreement" between the parties is attested to by the representatives whose signatures appear below:

FOR THE NEW LONDON BOARD OF EDUCATION


Susan Dethle, Treasurer



REPRESENTATIVES FOR NEW LONDON CLASSIFIED STAFF
(OAPSE/AFSCME/CIO/AFL) BY


Patricia L. Dvorak


Michelle Kamm

APPENDIX A

NEW LONDON
OAPSE/CLASSIFIED
MEDICAL INSURANCE PROGRAM
(Effective as soon as possible after adoption by the Board.)

Product	Benefit
Dependent Eligibility	To the end of the month in which the child attains age 26
Lifetime Maximum	Unlimited
Coinsurance (Subject to Deductible unless otherwise noted)	
Network	Plan Pays 90%
Non-Network	Plan Pays 80%
Deductible	
Network	\$500 Single/\$1,000 Family
Non-Network	\$500 Single/\$1,000 Family
Coinsurance Maximum	
Network	\$500 Single/\$1,000 Family
Non-Network	\$1,000 Single/\$2,000 Family
Out-of-Pocket Maximum	
Network	\$1,000 Single/\$2,000 Family
Non-Network	\$1,500 Single/\$3,000 Family
Office Visit Copay	
Network	\$20 Copay
Non-Network Coinsurance after NN Copay	\$20 Copay 80%, not subject to deductible
Urgent Care Copay	
Network	\$20 Copay
Non-Network Coinsurance after NN Copay	\$20 Copay 80%
OVC applies to exam only	Yes
Miscellaneous	
Supplemental Accident	No
Diagnostic Services 100%	No
Routine Exam	
Network	\$20 Copay
Non-Network Coinsurance after NN Copay	\$20 Copay 80%
Routine "Wellness" Services	Routine "Wellness" Services are NOT Subject to Deductible
1 st \$200 at 100%	No
X-Ray, Tests, Lab	Network: 90%, not subject to deductible Non-Network: 80%, not subject to deductible

PSA	Network: 90%, not subject to deductible Non-Network: 80%, not subject to deductible
Colonoscopy	Endoscopic =
Sigmoidoscopy	Network: 90%, no deductible Non-Network: 80%, no deductible
Well Child Care	Non-Ntwk Exams OVC + 80%
Exam Copay	Network: \$20 Copay
Birth to Age 1	\$500 maximum benefit
Age 1-9	\$500 maximum benefit per birth year
Physical Therapy	
Network	90% after deductible
Non-Network	80% after deductible
Visit Limit	40 per calendar year – combined with Occupational Therapy
Occupational Therapy	
Network	90% after deductible
Non-Network	80% after deductible
Visit Limit	Comb. w/PT
Chiropractic	
Network	50% after deductible
Non-Network	50% after deductible
Visit Limit	12 visits per calendar year
Speech	
Network	90% after deductible
Non-Network	80% after deductible
Visit Limit	20 per calendar year
Emergency ER	
Copay	
Network	\$75 Copay
Non-Network	\$75 Copay
Coinsurance	
Network	then 100%
Non-Network	then 100%
Non-Emergency ER	
Copay	
Network	\$75 Copay
Non-Network	\$75 Copay
Coinsurance	
Network	then 90%
Non-Network	then 80%
Mental Health & Substance Abuse	(Substance Abuse Limited to 3 Inpatient Treatments Per Lifetime)
Inpatient	
Network	Benefits paid are based on corresponding medical benefits
Non-Network	Benefits paid are based on corresponding medical benefits

Days per BP	Benefits paid are based on corresponding medical benefits
Outpatient Copay	Benefits paid are based on corresponding medical benefits
Network	Benefits paid are based on corresponding medical benefits
Non-Network	Benefits paid are based on corresponding medical benefits
Other Limits	Benefits paid are based on corresponding medical benefits
# Visits per BP	Benefits paid are based on corresponding medical benefits
Rx Copays Reimbursable	No

GRIEVANCE FORM NEW LONDON LOCAL #521

STEP I (Meeting with Immediate Supervisor)

DATE OF OCCURRENCE ___ / ___ / ___ DATE MEETING REQUESTED ___ / ___ / ___

REQUESTING PARTY _____

DATE OF MEETING ___ / ___ / ___

IMMEDIATE SUPERVISOR _____

THOSE PRESENT AT MEETING:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

STEP II (Must be submitted to immediate supervisor within 10 working days following the act or condition, which is the basis of the grievance)

DATE SUBMITTED ___ / ___ / ___

DATE MEETING SCHEDULED WITH IMMEDIATE SUPERVISOR ___ / ___ / ___

(Supervisor must hold meeting within 5 working days of Step II submission)

NATURE OF THE GRIEVANCE:

(Concise Statement of the facts upon which the grievance is based)

ARTICLE(S) AND PROVISION(S) VIOLATED:

RELIEF REQUESTED BY THE GRIEVANT(S):

Grievant signature (if class action then Union representative's signature)

Date Submitted ___ / ___ / ___

SUPERVISOR DISPOSITION OF THE GRIEVANCE

(To be completed within 5 working days of Step II meeting and returned to the grievant; Union President and Superintendent)

DISPOSITION OF THE GRIEVANCE:

SUPERVISOR SIGNATURE

DATE ___ / ___ / ___

GRIEVANCE FORM NEW LONDON LOCAL #521

STEP III (To be submitted to the Superintendent within 5 working days of receipt of immediate supervisors written response)

Date submitted to the Superintendent ___ / ___ / ___

Grievant(s) signature (if class action then Union representative's signature)

Acknowledgement of receipt of Step III grievance

Date of receipt of Step III grievance Form ___ / ___ / ___

SUPERINTENDENT Step III meeting date ___ / ___ / ___
(Superintendent must hold meeting within 5 working days of Step III submission)

DATE OF MEETING ___ / ___ / ___

THOSE PRESENT AT MEETING

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

SUPERINTENDENT DISPOSITION OF THE GRIEVANCE
(To be returned to the grievant, Union President and Principal within 5 working days of the step III meeting)

DISPOSITION OF THE GRIEVANCE:

SUPERINTENDENT SIGNATURE

DATE ___ / ___ / ___

GRIEVANCE FORM NEW LONDON LOCAL #521
(Arbitration notification)

STEP IV

The Union is hereby notifying the Board that it intends to appeal the attached grievance to the American Arbitration Association within 30 working days.

Grievant signature (if class action then Union representative's signature)

Date Submitted ___ / ___ / ___

APPENDIX D

Classified Staff Salary Schedules – 2012-2013

	CASHIER	COOK/ SERVER	STUDY HALL MONITOR	SECRETARY	TEACHER AIDE* BUS AIDE**	LIBRARY* AIDE	BUS DRIVER	CLEANER	CUSTODIAN	CUSTODIAL / MAINTENANCE
Hours per Day		6 Hrs./day	7 Hrs./day	7.6 Hrs./day	6.5 Hrs./day	6.5 Hrs./day	4 Hrs./day	8 Hrs./day	8 Hrs./day	8 Hrs./day
Work Days + Holidays per Year	180+8 days/yr.	180+8 days/yr.	180+8 days/yr.	200+8 days/yr.	180+8 days/yr.	182.5+8 days/yr.	180+8 days/yr.	251+9 days/yr.	251+9 days/yr.	251+9 days/yr.
Yrs/Exp										
0	10.340	13.328	13.612	13.574	13.390	13.623	13.633	11.143	14.117	14.480
1	10.390	13.490	13.755	13.718	13.537	13.766	13.743	11.193	14.213	14.594
2	10.440	13.648	13.896	13.859	13.685	13.908	13.856	11.243	14.309	14.708
3	10.490	13.808	14.040	13.930	13.828	14.051	13.970	11.293	14.404	14.823
4	10.540	13.967	14.183	14.144	13.978	14.194	14.081	11.343	14.500	14.936
5	10.590	14.129	14.324	14.286	14.124	14.334	14.195	11.393	14.596	15.051
6	10.640	14.287	14.466	14.430	14.269	14.477	14.308	11.443	14.691	15.165
7	10.690	14.446	14.608	14.572	14.416	14.620	14.423	11.493	14.787	15.279
8	10.740	14.607	14.751	14.715	14.563	14.762	14.533	11.543	14.883	15.393
9	10.790	14.768	14.892	14.857	14.710	14.903	14.647	11.593	14.978	15.508
10	10.840	14.926	15.034	15.000	14.856	15.045	14.759	11.643	15.074	15.622
11	10.890	15.088	15.177	15.143	15.003	15.188	14.873	11.693	15.170	15.786
12	10.940	15.248	15.319	15.286	15.150	15.330	14.985	11.743	15.195	15.850
15	10.990	15.405	15.460	15.456	15.295	15.471	15.098	11.793	15.361	15.964
17	11.040	15.485	15.529	15.500	15.376	15.541	15.158	11.843	15.411	16.024
20	11.090	15.563	15.602	15.573	15.442	15.613	15.210	11.893	15.457	16.079
23	11.140	15.644	15.672	15.643	15.522	15.683	15.270	11.943	15.501	16.139
25	11.190	15.724	15.744	15.715	15.589	15.755	15.324	11.993	15.552	16.193
28	11.290	15.824	15.844	15.815	15.689	15.855	15.424	12.093	15.652	16.293
29	11.629	16.299	16.319	16.289	16.160	16.331	15.887	12.456	16.122	16.782

EHOVE BUS DRIVER 5.5 hrs/day, 180
Extra Trips

16.572
10.250

*Positions requiring a para-professional certification will be paid additional twenty-five (.25) per hour.

**Bus aide will become its own classification separate from teacher aide upon the resignation, termination, or retirement of current bus aide (Gale Brown). Until such time, it shall be in the teacher aide classification.

APPENDIX D

Classified Staff Salary Schedules – 2013-2014

	CASHIER	COOK/ SERVER	STUDY HALL MONITOR	SECRETARY	TEACHER AIDE* BUS AIDE**	LIBRARY* AIDE	BUS DRIVER	CLEANER	CUSTODIAN	CUSTODIAL / MAINTENANCE
Hours per Day		6 Hrs./day	7 Hrs./day	7.6 Hrs./day	6.5 Hrs./day	6.5 Hrs./day	4 Hrs./day	8 Hrs./day	8 Hrs./day	8 Hrs./day
Work Days + Holidays per Year	180+8 days/yr.	180+8 days/yr.	180+8 days/yr.	200+8 days/yr.	180+8 days/yr.	182.5+8 days/yr.	180+8 days/yr.	251+9 days/yr.	251+9 days/yr.	251+9 days/yr.
Yrs/Exp										
0	10.590	13.578	13.862	13.824	13.640	13.873	13.883	11.393	14.367	14.730
1	10.640	13.740	14.005	13.968	13.787	14.016	13.993	11.443	14.463	14.844
2	10.690	13.898	14.146	14.109	13.935	14.158	14.106	11.493	14.559	14.958
3	10.740	14.058	14.290	14.180	14.078	14.301	14.220	11.543	14.654	15.073
4	10.790	14.217	14.433	14.394	14.228	14.444	14.331	11.593	14.750	15.186
5	10.840	14.379	14.574	14.536	14.374	14.584	14.445	11.643	14.846	15.301
6	10.890	14.537	14.716	14.680	14.519	14.727	14.558	11.693	14.941	15.415
7	10.940	14.696	14.858	14.822	14.666	14.870	14.673	11.743	15.037	15.529
8	10.990	14.857	15.001	14.965	14.813	15.012	14.783	11.793	15.133	15.643
9	11.040	15.018	15.142	15.107	14.960	15.153	14.897	11.843	15.228	15.758
10	11.090	15.176	15.284	15.250	15.106	15.295	15.009	11.893	15.324	15.872
11	11.140	15.338	15.427	15.393	15.253	15.438	15.123	11.943	15.420	16.036
12	11.190	15.498	15.569	15.536	15.400	15.580	15.235	11.993	15.445	16.100
15	11.240	15.655	15.710	15.706	15.545	15.721	15.348	12.043	15.611	16.214
17	11.290	15.735	15.779	15.750	15.626	15.791	15.408	12.093	15.661	16.274
20	11.340	15.813	15.852	15.823	15.692	15.863	15.460	12.143	15.707	16.329
23	11.390	15.894	15.922	15.893	15.772	15.933	15.520	12.193	15.751	16.389
25	11.440	15.974	15.994	15.965	15.839	16.005	15.574	12.243	15.802	16.443
28	11.540	16.074	16.094	16.065	15.939	16.105	15.674	12.343	15.902	16.543
29	11.879	16.549	16.569	16.539	16.410	16.581	16.137	12.706	16.372	17.032

EHOVE BUS DRIVER 5.5 hrs/day 180+8 days/yr.

16.822

Extra Trips

10.500

*Positions requiring a para-professional certification will be paid additional twenty-five (.25) per hour.

**Bus aide will become its own classification separate from teacher aide upon the resignation, termination, or retirement of current bus aide (Gale Brown). Until such time, it shall be in the teacher aide classification.

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

Writer's e-mail:
klocke@pepple-waggoner.com

November 15, 2013

VIA ELECTRONIC MAIL ONLY

Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

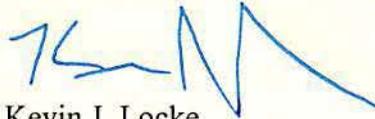
Re: New London Local School District Board of Education and the
New London Classified Staff (OAPSE/AFSCME/AFL/CIO) #521
Case No. 2012-MED-03-0314
Our File No. 438-10-12

Gentlemen:

Enclosed herewith please find the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,



Kevin J. Locke

KJL/dlm
Enclosures

cc: Mr. Bradley Romano, Superintendent (w/o enclosure)
Mr. Steven Myers, OAPSE Regional Director (w/o enclosure)