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West Holmes

Local Schools



Classified
Agreement

August 1, 2013 – July 31, 2016

Agreement made between the West Holmes Local School District Board
of Education and the West Holmes Classified Association

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	RECOGNITION AND NEGOTIATIONS PROCEDURE	1
	A. Philosophy	1
	B. Recognition	1
	C. Negotiations Procedure.....	1
	D. Dispute Settlement Procedure	1
II	LEAVES	2
	A. Sick Leave.....	2
	A. Maximum Accumulation/Perfect Attendance Compensation	2
	A. Sick Leave Transfer.....	3
	B. Personal Leave.....	3
	C. Military Leave	4
	D. Jury Duty Leave.....	4
	E. Leave of Absence.....	5
	F. Parental Leave	5
	G. No Pay Leave.....	5
	H. Non-Use of Leaves.....	5
	I. Association Leave.....	5
	J. Compulsory Court Leave	6
	K. Assault Leave.....	6
	L. Family and Medical Leave.....	6
	M. Professional Leave	6
	N. Vacation Days	6
III	GRIEVANCE PROCEDURE	7
	A. Definitions	7
	B. General Practice.....	7
	C. Grievance Procedure.....	7
IV	SALARY AND OVERTIME	8
	A. Salary.....	8
	B. Overtime.....	8
V	FRINGE BENEFITS	9
	A. Insurances.....	9
	1. Hospitalization and Medical Insurance	9
	2. Dental Insurance.....	10
	3. Life Insurance.....	10
	4. Other Fringe Benefits.....	10
	B. Severance Pay	10
	C. Retirement Incentive Pay.....	10
VI	DUES DEDUCTION	11
VII	SERS PAYROLL REDUCTION	11
VIII	WEST HOLMES PRIDE	11
IX	VACANCIES & TRANSFERS	11
X	SCHOOL CALENDAR	12
XI	LAYOFF PROCEDURE	12

XII	PERSONNEL FILES.....	13
XIII	ATTENDANCE OF CHILDREN OF EMPLOYEES.....	13
XIV	DISTRIBUTION OF AGREEMENT.....	13
XV	USE OF FORCE AND RESTRAINT.....	14
XVI	PERSONAL TOOLS.....	14
XVII	EMPLOYEE DISCIPLINE.....	14
XVIII	CONTRACT PROGRESSION.....	14
XIX	NON-RENEWAL.....	15
XX	DURATION AND INTENT OF AGREEMENT.....	16
XXI	SIGNATURES.....	16

APPENDIX A	2013-2014 HOURLY WAGE RATE SCHEDULE.....	17
APPENDIX B	2014-2015 HOURLY WAGE RATE SCHEDULE.....	18
APPENDIX C	2015-2016 HOURLY WAGE RATE SCHEDULE.....	19
APPENDIX D	FRINGE BENEFITS – INSURANCES.....	20
APPENDIX E	GRIEVANCE FORM.....	21
APPENDIX F	CUSTODIAN WORK ASSIGNMENT.....	22

ARTICLE I - RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Philosophy

1. The West Holmes Board of Education believes that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communication exist between the Board and its classified staff.
2. The President of the Association shall have the right to bring matters of importance to the attention of the Superintendent and the Board of Education.

B. Recognition

1. This Agreement is by and between the Board of Education of the West Holmes Local School District, Holmes County, Ohio, hereinafter referred to as the "Board," and the West Holmes Classified Employees Association, hereinafter referred to as the "Association."
2. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all regular full-time and regular part-time classified staff except casual substitutes, administrative and supervisory personnel, and confidential employees.

C. Negotiations Procedure

1. The Board recognizes the West Holmes Classified Employees Association as the exclusive and sole negotiating representative of all members of the bargaining unit for the purpose of arriving at an agreement on proposals concerning salary, fringe benefits, and terms and conditions of employment.
 - a. On or before April 15 of each school year, a directory of membership of the West Holmes Classified Employees Association shall be submitted to the Superintendent.
 - b. The Executive Committee of the West Holmes Classified Employees Association shall appoint, no later than April 15, of the year in which this Agreement expires, a representative committee of the classified personnel. These members shall hereinafter be referred to as the Association Negotiating Team.
2. Prior to May 15 of the school year in which the Agreement expires, on a date mutually agreed upon by both parties, the Board and Association teams shall meet for the purpose of establishing an agenda of items to be negotiated. Agenda and ground rules are to be established by the negotiating teams.
3. When the negotiating teams reach tentative agreement upon the contract, the agreement shall be submitted to the Association membership for approval. Upon approval by the Association membership, the tentative agreement shall be submitted to the Board of Education.

D. Dispute Settlement Procedure

1. If, after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.
2. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(l)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.
3. The mediation period shall be forty-five (45) calendar days from the date the initial mediation session is held. The mediation period may be extended beyond the forty-five (45) days by mutual agreement of the parties.
4. Both parties agree that this procedure is the final step in negotiations.

ARTICLE II - LEAVES

A. Sick Leave

1. Sick leave days are earned at the rate of one and one quarter (1 1/4) days per month, fifteen (15) days per year up to two hundred sixty (260) days maximum. Each employee may be granted sick leave with pay for five (5) days in any contract year prior to the accumulation of those five (5) days. Said five (5) days are chargeable to subsequently accumulated sick leave days. Accrued sick leave days may be used when absent from duty on account of:
 - a. Illness of the employee.
 - b. Quarantine of the employee's household.
 - c. Pregnancy when doctor certifies disability.
 - d. Illness, injury, or death in the employee's immediate family.
2.
 - a. Immediate family shall be interpreted to include parents, children, spouse, mother-in-law, father-in-law, grandparents, brothers, or sisters. Additional days may be granted upon approval of the Superintendent.
 - b. Three(3) days per contract year for grandchildren, step-child, son-in-law, and daughter-in-law. It will be a requirement of employees to state the relationship of "immediate family" on sick leave forms.
3. Each full-time employee may be granted a leave of absence, with pay, deductible from the day of eligible sick leave, for one (1) day on account of death of a relative other than the above or a friend.
4. The Board may require a member of the bargaining unit to furnish a written, signed statement to justify the use of sick leave. If medical attention is required, the employee shall list the name and address of the attending physician and the date(s) when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination of employment pursuant to 3319.081 and 3319.16 of the Revised Code.
5. Any such employee who shall have been absent less than fifteen (15) days in any calendar year for the reasons specified above shall have the privilege of accumulating the unused portion of such leave up to the maximum specified in Item "1." above. An intervening leave of absence without pay shall not effect a cancellation of such accumulated leave.
6.
 - a. Any employee entering the West Holmes Local School District who has earned more than the maximum accumulated sick leave in a previous school district will be granted the number of accumulated days certified by the preceding school district. In the event it is necessary for any such employee to use accumulated sick leave which would make his/her total accumulated days to fall below the maximum accumulation, he/she will accumulate no more than the number of days established by the Board.
 - b. An employee can use comp time unless it causes an undue hardship. An employee shall request comp time use five (5) days in advance. Warranting "hardship" will be defined by the Superintendent.
7. For each absence a written report, on the form provided, must be filed with the Superintendent's office within three (3) days after said employee returns to duty
8. **Maximum Accumulation/Perfect Attendance Compensation**
 - a. If an employee has accrued the maximum sick leave accumulation as of July 31, said employee will receive additional compensation to be paid by the following December.

- b. The additional compensation shall be determined by the employee's attendance during the period August 1 – July 31. If an employee who has accrued the maximum sick leave accumulation has perfect attendance, he/she shall receive compensation in accordance with the following schedule in addition to the perfect attendance payment provided in Article II (h) of the agreement with said payment subject to normal deductions and contributions:

<u>Number of Days Absent</u>	<u>Compensation</u>
Zero (0)	\$200.00
One (1)	\$100.00
Two (2)	\$75.00

- c. Perfect attendance for purposes of this section shall be defined as the non-utilization of any of the leaves, except jury duty and vacation, provided within this agreement.

9. Sick Leave Accumulation

An employee may be granted up to 30 days additional sick leave in the final year of employment prior to retirement upon verification of being at the maximum accrued sick leave at the beginning of the contract year, for use in the final year of employment for approved FMLA. These days are not transferrable under the sick leave transfer program. Eligibility is based on retirement at the end of the contract year.

10. Sick Leave Transfer

The district will honor a sick leave transfer for hardship circumstances. Employees must be on approved FMLA and the transfer is subject to approval by the Superintendent. Healthy child maternity leaves are excluded and cannot receive sick leave transfers. Employee must exhaust all of their sick leave, vacation, and borrow the five days allowed prior to accepting any transfers. An employee may not transfer more than five (5) days per school year. The transfer will be one way only. Only the days needed (to avoid deduct) will be transferred to an employee excluding the five (5) days borrowed from district. Days will only be transferred as needed.

B. Personal Leave

Any classified school employee may be granted up to three (3) days paid personal leave during the course of a single school year. The employee will notify the building principal that he/she is filing a request for personal leave with the Superintendent and shall present the request to the principal/supervisor with the date of the request for his/her signature. The request will then go to the Superintendent for his/her approval. This request should be presented to the Superintendent five (5) days prior to the leave. Approval will not be granted for school days immediately preceding and following a non-student school day (Monday-Friday). Make up days are considered non-student days for personal leave requests.

Category I will not be granted the first week or the last three weeks of school without the approval of the Superintendent.

Category II will not be granted the first week or the last three weeks of school except for reasons that cannot be transacted other than at that time.

All employees will receive, each year, 2 unrestricted personal days and one restricted personal day with the same guidelines as follows:

1. Two (2) Days (Category I).

Two personal leave days will be granted upon advance request by the employee without restrictions except as prescribed above.

Emergency situations may require that personal days be rescheduled. At least three (3) days' notice will be given. The last submitted personal day request for that day will be the one to reschedule. (Applies only to Category I)

Employees must certify that personal leave shall not be used for extending holidays or vacations, recreational purposes, seeking other employment, or seeking secondary

employment.

An employee hired for a school year will be granted three (3) personal days after initial start date. Employees must work 120 days to be entitled to three (3) personal days, otherwise the employee will receive one (1) unrestricted personal day for the first year of employment.

2. One (1) Day (Category II) may be granted for:
One personal leave day shall be interpreted as a condition or situation which is not covered by sick leave and which cannot be taken care of other than during regular working hours. Such personal leave may be granted for the following reasons:
 - a. Sickness or accident in the family or home not covered by sick leave.
 - b. The observance of religious holidays where total abstinence from work is required by the members' faith.
 - c. Attendance at graduation ceremonies of an immediate family member.
 - d. Funeral not covered by sick leave.
 - e. Personal legal business that cannot be conducted any other time.
 - f. College visits for dependents.
 - g. Other comparable reasons approved by the Superintendent.
3. All personal days are subject to the following provisions:
 - a. In order to insure continuity of the educational program, principals or supervisors may deny requests for personal leave if the number of personnel from that school or job classification exceeds ten percent (10%) of the staff for that school or job classification for any particular day.
 - b. Personal Leave is not accumulated from year to year and is exclusive of Sick Leave.
 - c. Personal days from Category I and II must be designated but not necessarily in chronological order.
 - d. Each personal day request requires prior approval by principal or supervisor and Superintendent.
 - e. Violation and/or misuse of the intent and purpose for Personal Leave shall result in the employee's loss of personal leave privileges for a period of the next three (3) years and/or constitute grounds for dismissal.
 - f. All personal and vacation days must be used before requesting days of no pay leave.
 - g. An employee hired for a school year will be granted three (3) personal days after initial start date. Employees must work one hundred twenty (120) days to be entitled to three (3) personal days, otherwise the employee will receive one (1) unrestricted personal day for the first year of employment.
4. **Unused Personal Days**
Unused personal days within the contract/school year will be converted into sick days.

C. Military Leave

Any regular employee who may be conscripted into the defense forces of the U.S. for service or training shall be granted a military leave. He/She shall be reinstated into his/her position in the school system with full credit, including the annual increments under the salary schedules upon written request supported by competent proof that the employee is fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time and not later than ninety (90) days from the date of said release at discharge from the military service.

D. Jury Duty Leave

An employee will be excused for jury duty. For each day's absence from employment for jury duty, the employee will be paid the difference between his/her regular daily rate and the jury rate pay. Compensation for jury duty must be presented to the Treasurer of the Board who will determine the

compensation due from the Board. These days will not be charged to the employee in any form.

E. Leave of Absence

The Board may grant a leave of absence for a period up to one (1) year where illness or disability is the reason for the request. Upon return to the employee from leave, the Board may terminate the employment of the replacement employee.

F. Parental Leave

1. A parental leave of absence without pay may be granted to an employee as follows:

- a. An employee who is pregnant may be entitled, upon request, to a leave of absence without pay for any portion of a year terminating at the end of a school year plus another full school year (may not disrupt any portion of a third school year), if requested. The beginning and ending dates of the total time of absence from work will be requested by the employee and determined by the Board, and she must request these dates as far in advance as possible. All or any portion of the leave taken by an employee because of a medical certification connected with or resulting from her pregnancy that the employee is unable to perform her regularly assigned duties plus an additional thirty (30) days may, at the employee's option, be charged to her available accumulated sick leave. It is the employee's responsibility to notify the Superintendent by March 1st that they plan to return the next school year in order to secure a position in the school district for the following school year.
- b. A male employee will be entitled to request a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter.
- c. All of the applicable conditions, stipulations, and terms of parental leave shall also apply to any employee who adopts a child up to a maximum of six (6) weeks unless a doctor certifies a need for additional time.

G. No Pay Leave (Deduct Days)

1. Each employee may request no pay leave, with a maximum of five (5) days per year, which shall be without pay. The Superintendent may approve up to five additional days for special circumstances. Employees shall submit notification through the Superintendent and principal/supervisor at least seven (7) days in advance of leave commencement.
2. The Superintendent may deny the request if seven (7) days' notice is not given.
3. The Superintendent may deny the request if the deduct day(s) create a hardship to the district.
4. All personal and vacation days must be used before requesting days of no pay leave.

H. Non-Use of Leaves

1. Any full-time employee who has maintained perfect attendance during the school year shall receive at the conclusion of the school year a lump sum, one time payment in the amount of one (1) day's pay, subject to normal deductions and contributions.
2. Perfect attendance shall be defined as the fulfillment of the days prescribed in the position calendars with the non utilization of any of the leaves, except jury duty, provided within this Agreement.

I. Association Leave

A maximum of two (2) days of Association leave will be granted to the bargaining unit each school year without loss in salary. The purpose of the leave is for representation of classified employees when accompanying a member to meet with Board or Administration. The Association will submit a leave request for the person(s) attending and the desired dates to the Superintendent.

J. Compulsory Court Leave

An employee may be granted professional leave for compulsory court appearances for incidences relating to, or resulting from information and knowledge of a particular child or event derived as a direct result of their employment. Employment shall be paid at regular pay rate.

K. Assault Leave

Any employee of the Board physically assaulted while in the course of such duties and physically disabled from such an assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter for a period not to exceed ten (10) days. The Superintendent may extend such time as needed.

1. Such leave shall not be charged to sick leave or any other leave and shall be subject to the provision of ORC 3319.141
2. A request for assault leave, describing the incident that resulted in the request, shall be filed by the employee with the Superintendent as soon as possible following the incident.
3. As per ORC 3319.141 a signed physician's statement stating the nature of the disability and its probable duration may be required.
4. In the event of a potential long term absence the Superintendent may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Superintendent may require an examination by a physician of its choice at the Board's expense.
5. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

L. Family and Medical Leave

The Family and Medical Leave Act (FMLA) provides for up to 12 weeks leave for birth/adoption of a child, a serious health condition experienced by you or a member of your immediate family, or for qualifying emergencies of a spouse, qualifying domestic partner, child or parent being on active duty or having been notified of an impending call or order to active duty in the Armed Forces during a war or national emergency. FMLA provides for 26 weeks leave to care for a spouse, qualifying domestic partner, child, and parent or nearest blood relative who has suffered a serious injury or illness while on active duty in the Armed Forces. When an employee has missed ten (10) consecutive days or periodic days all related to the same illness, the absence is calculated as part of the allowance of the Family and Medical Leave Act and will be retroactively counted to the first day of absence.

M. Professional Leave

The Superintendent has the authority to approve or disapprove release time for professional leave. Professional days may be granted for the following reasons but not limited to: staff development programs/opportunities in district and out; classroom visitations; supplemental contract in-services; leave of absence for advanced educational training; and chaperoning class trips. Definition of "chaperoning" is defined as approved supervision of students at the start of the trip to the end of the scheduled trip.

N. Vacation Days (only applies to 11 and 12 month employees)

1. Employees earn:
 - One (1) year = Two (2) weeks vacation days
 - Ten (10) years = Three (3) weeks vacation days
 - Twenty (20) years = Four (4) weeks vacation days
2. All personal and vacation days must be used before requesting days of no pay leave.

3. Vacation days are subject to the following provisions:
 - a. Request must be submitted two (2) weeks in advance of the days requested or they may be denied.
 - b. In order to insure continuity of the educational program, Superintendent/principals or supervisors may deny requests for vacation if the number of personnel from that school or job classification exceeds ten (10) percent of the staff for that school or job classification for any particular day.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.
2. Grievant - An individual employee having a grievance.
3. Days - "Days" shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by State or Federal statutes.

B. General Practices

No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a representative of his/her own choosing. The Association President or his/her designee, and grievant will be released with pay from duties to attend any hearing. These absences will not be charged to the attending members leave in any form.

C. Grievance Procedure

1. Step One (Informal Procedure) - Within twenty (20) days of the time a grievant knew or should have known of the alleged grievance, the grievant may request a meeting with his/her immediate supervisor in an attempt to resolve the problem.
2. Step Two (Formal Procedure) - The grievance must be filed within ten (10) days following the date that the grievant knew upon the base of the grievance. If the grievance cannot be resolved at the informal level, the grievant shall file the grievance form and the relief sought in writing to his/her immediate supervisor. A copy will be given to the Association President. (Appendix E – Grievance Form)
3. Step Three - Within thirty (30) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within thirty (30) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within thirty (30) days after the conference and given to the grievant. A copy of the grievance will be given to the Association President
4. Step Four - If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant may request a review by the Board. This written request should be directed to the Treasurer of the Board, with a copy to the Superintendent. The Board shall meet with the grievant within twenty (20) days of receipt of the notification. A written decision shall be rendered by the Board within fifteen (15) days after the meeting. A copy will be given to the Association President.

ARTICLE IV - SALARY AND OVERTIME

A. Salary

1. There is a limit of five (5) dock days (no pay leave) per year. The Superintendent may approve an additional five (5) days for special circumstances. All personal and vacation days must be used before requesting days of no pay leave.
2. Regular Salaries – Zero (0) % increase with years of experience first year (2013-2014); Zero (0) % increase with years of experience in the second year (2014-2015); and Zero (0) % increase with years of experience in the third year (2015-2016). Add .10 increase at Step 15 and .20 increase at Step 25
3. Paid holidays for twelve (12) month employees:
Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, July 4

Paid holidays for eleven (11) month employees:
Labor Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, July 4
4. Addition of two-year Associate's Degree as shown on the salary schedule for teacher aides. The two and four year degrees must be in education or a degree that has direct impact on the education of children.
5. Second and third shift custodians will be paid at the 3rd shift custodial rate.
6. All compensatory time that is pre-authorized and approved by the Superintendent will be counted at time and a half when hours worked exceed 40 hours per week.
7. Bus Driver Layover Rate:
 - a. Bus Driver layover rate will be at the higher of the state and federal minimum wage, adjusted annually on August 1st for the year. The layover rate will not be subject to overtime.
 - b. Drivers paid regular rate for two (2) hours minimum while en-route to destination and return to school base or actual driving time. The layover rate per hour will be computed to the nearest half hour.
8. Direct Deposit: All employees must go on direct deposit effective by start of school year 2010-2011.

B. Overtime

Excluding paid holidays, employees must actually work in excess of forty (40) hours within a seven (7) day work week to be eligible for the overtime compensation rate. Any work over forty (40) hours within a seven (7) day work week shall be paid at time and one-half provided the work performed is within their regular job classification.

If compensatory time is offered in lieu of cash payments for overtime, the time is counted as time and a half and must be approved by the Supervisor and Superintendent in advance. Use of such time may not unduly disrupt the operations of the district.

1. No comp time or overtime may be submitted until 40 hours are worked during a work week. Work week is Monday through Sunday.
2. After 40 hours, the employee will receive one and one-half (1 1/2) time: up until 40 hours, pay will be based on straight time.
3. A time sheet will be kept by the supervisor for all comp time/overtime. It shall be signed by both **employee** and **supervisor**. This includes when writing the comp time and removing the

comp time.

4. An employee can use comp time **unless** it causes an undue hardship. An employee shall request comp time five (5) days in advance. Warranting "hardship" will be defined by the Superintendent.
5. When school is cancelled due to inclement weather, all hours worked will be straight time unless over forty (40) hours worked.
6. One (1) hour's time will be paid for those who must go for drug testing.
7. An employee must ask for prior approval from supervisor/administrator to receive comp/overtime. Supervisor/Administrator will forward to the Superintendent for prior approval. Without proper approval for comp/overtime request may be denied.

ARTICLE V - FRINGE BENEFITS

A. Insurances

1. Hospitalization and Major Medical Insurance

a. The Board will provide hospitalization and major medical coverage (hereinafter referred to as the "plan" as described in Appendix C) for all full-time West Holmes Board of Education employees. Full-time employees are those employees who average a minimum of 25 hours per week. The Board will pay the full cost of individual coverage and ninety percent (90%) of the cost of the family plan for those full-time employees who elect family coverage. For employees hired after June 1, 1989, the Board will pay ninety percent (90%) of single coverage.

b. The limits on insurance for all employees have been updated to reflect a maximum renewal to the self-insurance plan of ten percent (10%) for 2013-2014 and 2014-2015. Based on updated enrollment numbers at the time of the renewal meeting for the 2007-2008 benefit plan year, the maximum liability to the general fund with 199 family plans and 64 individual plans is as follows:

2013-2014	2014-2015	2015-2016
\$2,400,000	\$2,640,000	\$2,904,000

Should the renewal exceed the maximum ten percent (10%) set forth above for any Plan Year, the Board, with input from the Association, reserves the authority to redesign the health insurance plan and benefit package to stay within the maximum ten percent (10%) annual renewal cost. The final decision with respect to any redesign of the insurance benefits to meet the ten percent (10%) renewal maximum rests with the Board of Education and is not subject to the grievance procedure.

- c. Spouses not covered as of July 1, 2013 are not eligible for coverage on the West Holmes Plan if coverage is available/offered from their own employer/business/retirement or are self-employed with annual gross earnings of \$35,000 per year or higher. All partnerships and S-Corporations are considered to be self-employment for purposes of this rule. If your spouse's birthday is before your birthday in the calendar year, the spouse must elect primary coverage for child(ren) where available through his or her employer. This will not affect court orders for coverage of dependent children. Secondary coverage is not available through the West Holmes Employees benefit Plan for spouses. Secondary coverage is available for children.

Self-Employed spouses annual gross earnings will be verified by the Schedule C, Schedule F, 1065, 1120S, or any other requested federal tax schedule to verify gross annual earnings.

Annual certification by the employee of the spouse's income level for self-employment will be required. Falsification of the certification can result in termination of employment from West

Holmes Local Schools and the employee will be personally liable for all claims/premiums paid during the period of ineligibility for spouses.

Notwithstanding the foregoing limitation on enrollment of spouses who have self-employment gross earnings of \$35,000 or more, if 2/3 of a spouse's adjusted gross income for federal income tax purposes is attributed to farming, then coverage is available through the district.

Married employees of West Holmes School District will be on single plans when the family plan is no longer needed for insuring dependents. Spouses (both of whom work for West Holmes Local Schools) covered under two single plans can be converted to a family plan upon the retirement of one of the spouses.

- d. The district will make changes consistent with the effective dates of the federal health care reform and applicable Ohio law.
- e. For those who are given the option of taking Medicare as primary, they are helping the district's health plan by electing Medicare and having the district's health plan as secondary provider.

2. Dental Insurance

- a. The Board will provide Dental Insurance for employees who elect to participate in such a plan.
- b. The Board will pay ninety percent (90%) of the full cost of the family rate for those full-time employees who select the family plan. Full-time employees are those who average at least five (5) hours per school day.

3. Life Insurance

All employees will receive \$50,000.00 in life insurance effective January 1, 2014.

4. Other Fringe Benefits

The Board of Education will pay fingerprinting for all contracted employees at a location chosen by the district or will be done in the district once we receive an Agency ID.

B. Severance Pay

1. Upon verification of actual retirement and receipt of benefits from the SERS and the West Holmes Local School District, payment will be authorized to the retiring employee based upon one-fourth (1/4) of accumulated sick leave at the employee's daily rate of pay to a maximum of sixty-five (65) days. Conversion of sick leave to severance pay cancels all accumulated sick leave.
2. Any employee retiring with the maximum accrual of two hundred sixty (260) sick days, will receive a five hundred dollar (\$500.00) severance amount to be included in the payment of the one-fourth (1/4) sick leave severance.
3. Retirement shall also be defined to mean death, in which case payment shall be made to the beneficiary on the Board life insurance policy.
4. Sick Leave Accumulation
An employee may be granted up to 30 days additional sick leave in the final year of employment prior to retirement upon verification of being at the maximum accrued sick leave at the beginning of the contract year, for use in the final year of employment for approved FMLA. These days are not transferrable under the sick leave transfer program. Eligibility is based on retirement at the end of the contract year.

C. Retirement Incentive Pay

1. For classified employees who retire effective at the end of the school year in which they first become eligible to retire under this contract with thirty (30) years of service with SERS, employee shall receive five thousand (\$5,000) in addition to the severance pay benefit.

2. The following requirements must be met in order to receive the \$5,000 retirement payment:
 - a. Submit retirement/resignation letter to the Superintendent by March 1st of school/contract year.
 - b. Verification from SERS showing you are in your 30th year of service.
 - c. SERS verification sheet submitted to the treasurer by March 1st.
 - d. Employee must have five (5) consecutive years of employment in the West Holmes District or a minimum of ten (10) years combined service with West Holmes District.
3. Severance is only available to active West Holmes employees.

ARTICLE VI - DUES DEDUCTION

It shall be the duty of the Association to present to the Treasurer prior to October 1 of each school year, signed dues deduction authorization cards or forms from Association members who desire payroll deduction. The Treasurer will accordingly deduct from each paycheck as authorized, beginning three (3) weeks from the day the information is presented to the Treasurer, and ending with the last paycheck in May, unless such authorization is withdrawn.

ARTICLE VII - SERS PAYROLL REDUCTION

- A. The Board agrees to implement this plan through payroll reduction. It will allow the employee portion of the SERS payment to be made in such a way that his/her salary will be reduced by a proportionate amount and, thereby, reduce his/her income tax.
- B. If the IRS determines the SERS salary reduction pick-up addressed in paragraph A. above to be no longer tax deferred, then the SERS payment procedure in effect prior to the implementation of this section shall be in effect.

ARTICLE VIII - WEST HOLMES PRIDE

The Board of Education and administration are aware that MANY of our district employees are dedicated to the school, students, and community during actual work days and extracurricular events, and they understand the importance of showing interest and supporting our school district. ALL employees are encouraged to volunteer a minimum of two (2) hours of district representation (promotion) each year. Examples of district representation may include such activities as staff walking in parades, helping at the craft show, working the fair booth, promoting positive school image, levy support, and any other promotional community school/student activities. The volunteer activities must fall outside the employee's normal job responsibilities.

ARTICLE IX - VACANCIES & TRANSFERS

Vacancies

All vacancies shall be sent to all "whol" email accounts and individual accounts (if provided) and will be posted on the bulletin board in the office of each school and on the West Holmes Web Site (www.westholmes.k12.oh.us) for at least ten (10) calendar days prior to filling the position. The Superintendent must receive application for said vacancies within ten (10) calendar days after the openings are posted. Postings will be posted except during the months school is not in session and then positions will be posted for at least five (5) calendar days. ESC positions are not subject to this agreement.

When new jobs come up, present employees who submit a letter of interest will be given an interview.

Applicants for a vacancy will be given due consideration. However, the determination of when and where a vacancy exists, and the selection of persons to fill any vacancies shall be the sole and exclusive

responsibility of the Superintendent. A "vacancy" will not be deemed to arise until after the Superintendent has had the opportunity to assign or reassign personnel to meet current needs. The Board shall not be obligated to fill all vacancies. If a position is abolished, the Association president will be notified.

Transfers

A. From time to time, it may be in the best interest of the educational program to transfer classified employees from one building to another, or from one position to another. Such transfers may be desired by either the employee or the administration. Employees desiring a transfer from their present job assignment should state their wishes on the intent forms sent out by the Superintendent's office in January. In addition to intent forms they may request their wishes in writing to the Superintendent prior to March 31.

1. Voluntary Transfers

Voluntary transfer requests shall be submitted in writing to the Superintendent.

2. Involuntary Transfers

If the Superintendent directs an involuntary transfer, notification shall be given to the employee five (5) days prior to the change of assignment. The Superintendent has the right to assign, reassign, and transfer personnel for the betterment of the school district. The decision of the Superintendent is final and non-grievable.

B. Classified employees desiring a transfer from their present assignment should state their wishes on the forms sent out by the Superintendent's office in January. In addition to the intent forms, they may request their wishes in writing to the Superintendent prior to March 31. Employees must submit their request after each posting as well.

ARTICLE X - SCHOOL CALENDAR

A. The responsibility for the construction of the school calendar rests with the Board; however, input from the Association will be accepted.

ARTICLE XI - LAYOFF PROCEDURE

A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, by reasons of decreased enrollment of pupils, return to duty of regular employees after leave of absence, by reason of suspension of schools or territorial changes affecting the District, or other reasons as determined by the Administration and/or Board, the following procedure may govern such layoff.

B. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the length of service with the Board in a particular job classification computed from the original date of hire or appointment to their present classification. In the cases of identical seniority, the employee who was first hired by the Board shall be deemed to possess more seniority. Employees who have previously worked in a different classification(s) within the District shall have the right to bump the least senior employee in the prior classification(s). Any employee displaced from the maintenance classification may displace the least senior employee in the custodial classification. Any employee displaced from the bus mechanic classification may displace the least senior employee in the bus driver classification. All classified (SERS) employees are included in the seniority list based on their previous experience in classifications.

C. The classifications in the District are as follows:

1. Custodian
2. Maintenance
3. Bus Driver
4. Bus Mechanic
5. Secretary

6. Aide (Media)
 7. Aide (Study Hall, Teacher)
 8. Aide (with 2, 4 year certificate)
 9. Cook
- D. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees who possess limited contracts shall be laid off before any employee in the classification employed under a continuing contract is laid off.
 - E. Prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff.
 - F. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and shall place employees on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in the classification.
 - G. Employees whose names appear on the reinstatement list shall have a right to be recalled to vacancies which occur in the classification of layoff on the basis of classification seniority before other persons on the list may be considered. If a vacancy occurs for which there are no names on the layoff list in the classification of layoff, persons on the reinstatement list shall have a right to be recalled to these other positions on a District-wide seniority basis if they are determined to be qualified for the vacant position by the Administration. The positions shall be offered in writing and must be accepted or rejected by the employee in writing within five (5) days of the offer. Any employee on the reinstatement list who declines reinstatement shall be removed from the reinstatement name list.
 - H. The employee's name shall remain on the reinstatement name list for a period of eighteen months (18) from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE XII - PERSONNEL FILES

- A. An employee shall have a right to inspect his/her personnel file in the West Holmes Local School District Board of Education office at any reasonable time during regular office hours, when the employee is not specifically assigned to their duties. Upon request, the employee shall be given copies of all materials in accordance with the provisions of Family Educational Rights and Privacy Act.
- B. The Employee shall be given the opportunity to read any material which may be construed to be derogatory to the employee's conduct, service, character or personality before it is dated and placed in his/her personnel file. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the employee. It shall further be the employee's right to reply to such derogatory material and attach the reply to the filed copy.

ARTICLE XIII - ATTENDANCE OF CHILDREN OF EMPLOYEES

Children of employees may attend West Holmes Local Schools tuition free. The staff members will follow the open enrollment procedure.

ARTICLE XIV - DISTRIBUTION OF AGREEMENT

After approval of the agreement, copies will be made by the Board for all classified staff. Any additional copies are available upon request.

ARTICLE XV - USE OF FORCE AND RESTRAINT

Classified Employees may within the scope of their employment use and apply such amount of force and restraint as is reasonable and necessary for the purpose of self-defense or for the protection of persons or property in accordance with law. Classified Employees may not, however, use corporal punishment on pupils. Incidents shall be reported immediately to the immediate supervisor and followed up with a written report.

ARTICLE XVI - PERSONAL TOOLS

Insurance is provided for personal tools and district will cover cost if under the deductible (\$2500). An inventory sheet must be provided to central office with signature of employee and supervisor of personal tools and estimated cost each year by the first day of school.

ARTICLE XVII - EMPLOYEE DISCIPLINE

- A. Employees may be disciplined for just cause. The severity of discipline assigned is depending upon the number of incidents, and/or the employee's past and present performance, and/or the seriousness of the offense. Any of the following disciplines may be administered: suspension with pay; suspension without pay; oral reprimand; termination for just cause; or written reprimand.

The Superintendent or administrator may give the employee an oral reprimand or a written reprimand. Documentation of an oral reprimand will state only the date and subject of concern and will be signed by the administrator and employee. Signatures will indicate acknowledgement of oral reprimand. Only the Superintendent has the authority to suspend an employee with or without pay or recommend termination to the Board of Education. The employee will have the opportunity to meet with the administrator issuing the discipline prior to the discipline being imposed. If any disciplinary action will be placed in the employee's personnel file, the employee will have the right to attach a rebuttal. Oral and written reprimands by the administrator will be submitted to the Superintendent for his/her initials before placing in the personnel file. The Superintendent may determine that the oral documentation or written letter of reprimand does not warrant placing in the file.

- B. Nothing herein shall preclude the Superintendent from suspending an employee with pay or without pay. Any suspension without pay in excess of five (5) days must be authorized by the Board of Education.
- C. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by Ohio Revised Code 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.
- D. The administration shall immediately notify an employee whenever there is a reasonable belief that the District may be required by law to report any action, investigation or final deposition related to the discipline of an employee to the Ohio Department of Education (ODE).
- E. The procedure set forth in Ohio Revised Code 3319.081 shall govern any discipline resulting in a recommended termination of employment.

ARTICLE XVIII - CONTRACT PROGRESSION

Beginning on August 1, 2010 and after, a partial year contract will be given to an employee who does not work a minimum of 120 days during their initial contracted year of hire. They will receive a one-year contract for the following year.

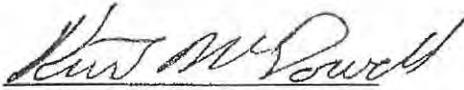
ARTICLE XX – DURATION AND INTENT OF AGREEMENT

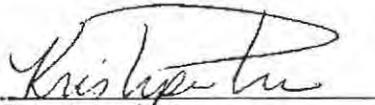
In accordance with the Negotiated Agreement between the West Holmes Local School District Board of Education and the West Holmes Classified Employees Association. This agreement shall be in effect from August 1, 2013 – July 31, 2016.

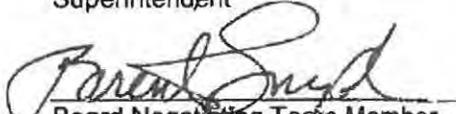
ARTICLE XXI – SIGNATURES

In Witness Whereof, the parties hereto have set their hands this 25th day of September, 2013 at Millersburg, Ohio.

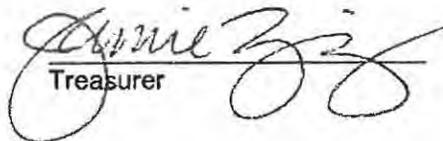
For the Board:


President, West Holmes Local
School District Board of Education

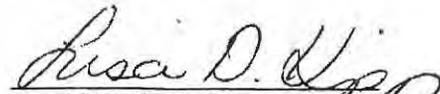

Superintendent


Board Negotiating Team Member

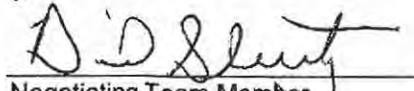

Board Negotiating Team Member

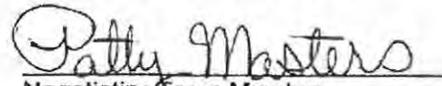

Treasurer

For the Association:


President, West Holmes Classified
Employees Association


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

**WEST HOLMES LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEES HOURLY WAGE RATE SCHEDULE
2013-2014**

<u>Years Experience</u>	<u>School Secretary</u>	<u>Media Aide</u>	<u>Teacher Aide</u>	<u>Aide With 2 Year Degree</u>
0	\$13.37	\$12.05	\$11.98	\$13.08
1	\$14.14	\$12.18	\$12.12	\$13.67
2	\$14.36	\$12.30	\$12.24	\$13.82
3	\$15.06	\$12.43	\$12.36	\$14.12
4	\$15.25	\$12.55	\$12.48	\$14.38
5	\$15.53	\$12.66	\$12.60	\$14.59
6	\$15.73	\$12.79	\$12.71	\$14.79
10	\$15.94	\$14.95	\$14.89	\$16.13
15	\$16.04	\$15.05	\$14.99	\$16.23
20	\$16.42	\$15.26	\$15.19	\$16.46
25	\$16.62	\$15.46	\$15.39	\$16.66

<u>Years Experience</u>	<u>Aide With 4 Year Degree</u>	<u>Head Cook</u>	<u>Cook's Helper</u>	<u>Bus Driver</u>
0	\$14.18	\$11.92	\$11.39	\$15.89
1	\$15.22	\$12.12	\$11.53	\$16.00
2	\$15.40	\$12.36	\$11.62	\$16.13
3	\$15.88	\$12.61	\$11.76	\$16.71
4	\$16.27	\$12.83	\$11.91	\$16.83
5	\$16.58	\$13.06	\$12.01	\$16.95
6	\$16.86	\$13.31	\$12.12	\$17.07
10	\$17.16	\$14.75	\$13.82	\$18.17
15	\$17.26	\$14.85	\$13.92	\$18.27
20	\$17.67	\$15.04	\$14.23	\$18.88
25	\$17.87	\$15.24	\$14.43	\$19.08

<u>Years Experience</u>	<u>Bus Mechanic</u>	<u>Maintenance</u>	<u>First Shift Custodian</u>	<u>2nd / 3rd Shift Custodian</u>
0	\$18.88	\$18.88	\$13.60	\$13.44
1	\$19.03	\$19.03	\$13.82	\$13.62
2	\$19.15	\$19.15	\$14.05	\$13.76
3	\$19.30	\$19.30	\$14.31	\$13.91
4	\$19.41	\$19.41	\$14.52	\$14.09
5	\$19.53	\$19.53	\$14.75	\$14.25
6	\$19.72	\$19.72	\$14.99	\$14.39
10	\$19.92	\$19.92	\$17.21	\$17.01
15	\$20.02	\$20.02	\$17.31	\$17.11
20	\$21.33	\$21.33	\$17.55	\$17.34
25	\$21.53	\$21.53	\$17.75	\$17.54

1 - FULL TIME DRIVERS HOUSING THEIR BUS AT RESIDENCE WILL RECEIVE A STIPEND OF \$35.00 FOR ELECTRIC

2 - TWO AND FOUR YEAR DEGREES FOR TEACHER'S AIDES ARE TO BE IN EDUCATION OR A DEGREE THAT HAS DIRECT IMPACT ON THE EDUCATION OF CHILDREN.

**WEST HOLMES LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEES HOURLY WAGE RATE SCHEDULE
2014-2015**

<u>Years Experience</u>	<u>School Secretary</u>	<u>Media Aide</u>	<u>Teacher Aide</u>	<u>Aide With 2 Year Degree</u>
0	\$13.37	\$12.05	\$11.98	\$13.08
1	\$14.14	\$12.18	\$12.12	\$13.67
2	\$14.36	\$12.30	\$12.24	\$13.82
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25	\$16.62	\$15.46	\$15.39	\$16.66

<u>Years Experience</u>	<u>Aide With 4 Year Degree</u>	<u>Head Cook</u>	<u>Cook's Helper</u>	<u>Bus Driver</u>
0	\$14.18	\$11.92	\$11.39	\$15.89
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3	\$15.88	\$12.61	\$11.76	\$16.71
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6	\$16.86	\$13.31	\$12.12	\$17.07
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**WEST HOLMES LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEES HOURLY WAGE RATE SCHEDULE
2015-2016**

<u>Years Experience</u>	<u>School Secretary</u>	<u>Media Aide</u>	<u>Teacher Aide</u>	<u>Aide With 2 Year Degree</u>
0	\$13.37	\$12.05	\$11.98	\$13.08
1	\$14.14	\$12.18	\$12.12	\$13.67
2	\$14.36	\$12.30	\$12.24	\$13.82
3	\$15.06	\$12.43	\$12.36	\$14.12
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West Holmes Local Schools



Medical

Deductible (Individual/ Family)

Network	\$100/ \$200
Non-Network	\$200/ \$400

Co-Insurance %

Network	90/10
Non-Network	80/20

Out-of-Pocket Maximum

Network	\$550/ \$1,100
Non-Network	\$1,200/ \$2,400

Dr. Office Coverage

Network	\$15 co-pay, then 100%
Non-Network	Ded. + co-ins.

Hospital Coverage

Inpatient	Ded. + co-ins.
Outpatient	Ded. + co-ins.

Lab/ X-ray/ Diagnostic Testing

Ded. + co-ins.

ER Coverage

Ded. + co-ins.

Preventive Care

Routine Physical Exams	100% up to \$300/yr max, no deductible
Routine OB/GYN Exams	100% up to \$300/yr max, no deductible
Routine Mammography (Certain age/frequency limitations apply)	100% to \$85/yr
Routine Prostate Exam	100% up to \$300/yr max, no deductible
Well Baby Care (Birth to age 1)	100% up to \$300 max, no deductible
Well Child Care (Age 1 to age 9)	100% up to \$300/yr max, no deductible

Prescription Drugs (Retail Pharmacy) 1 month supply

Generic	\$8
Brand Name Formulary	\$15
Brand Name Non-Formulary	\$25

Mail Order Rx Program

Generic	\$8 per 60 days
Brand Name Formulary	\$15 per 60 days
Brand Name Non-Formulary	\$25 per 60 days

Life Time Maximum

Network	\$2 million
Non-Network	\$2 million

Dental

Deductible (Individual/ Family)

\$25/ \$75

Preventive/Diagnostic Services

100% no deductible every 6 months

Basic Restorative

80%

Major Restorative

80%

Orthodontic Services (children up to age 19 only)

60% to \$1,000 lifetime max, no deductible

Calendar Year Maximum per Person (other than ortho)

\$1,000

This is a summary of benefits only, designed to be a brief outline of coverage. Please refer to your plan booklet for complete details. In case of any discrepancies, your certificate will prevail.

GRIEVANCE FORM

Name of Grievant _____

School _____

Persons involved in the grievance situation _____

Section of Grievance Definition that covers situation: _____

—

Section of Negotiated Agreement covering the situation: _____

State specific facts in the case (for example: what occurred, where and when it occurred):

Redress or solution being sought:

_____ Date

_____ Signature of Grievant

Standard School Year Shift Schedules

APPENDIX F

- High School/Middle School
 - 1st Shift: 6 a.m. - 2 p.m.
 - 2nd Shift: 2 p.m. - 10 p.m. or 3 p.m. - 11 p.m.
 - 3rd Shift: 10 p.m. - 6 a.m.
- Elementary Buildings
 - 1st Shift: 7 a.m. - 3 p.m.
 - 2nd Shift: 3 p.m. - 11 p.m.
 - 2nd Shift LV/NV: 3 p.m. - 9 p.m.
 - 2nd shift Clark: 3 p.m. – 5 p.m.
- On Fridays, Christmas Break, and Spring Break - 3rd shift is permitted to work from 6 p.m. to 2 a.m.
- Shift/Hour changes are not customarily granted prior to holidays.
- Non-Student Days will follow standard schedule.

Summer Break Schedule:

- High School / Middle School have custodial coverage during 1st and 2nd shifts
 - 1st shift will stay 1st shift
 - 2nd shift will stay 2nd shift
 - 3rd shift becomes 1st shift
 - Superintendent has the right to change employees to other shifts as necessary

Calamity Day Procedures

- WHEN CALAMITY DAYS ARE NOT USED UP
 - 1st shift will stay 1st shift (always reports)
 - 2nd shift takes calamity day (in case of HS ballgame for snow day must report)
 - 3rd shift takes calamity day
 - If required by maintenance supervisor to work a calamity day, then a day off is granted.
 - Superintendent has the right to change employees to other shifts as necessary
- WHEN CALAMITY DAYS ARE USED UP
 - 1st shift will stay 1st shift (always reports)
 - 2nd shift will stay 2nd shift

- HS/MS: 3rd shift works 6 pm to 2 am (unless building use dictates, then 3rd shift must work Standard 3rd shift hours – if unsure, ask your principal)
- Superintendent has the right to change employees to other shifts or adjust hours as necessary

LEVEL WARNING PROCEDURES

The following guidelines are protocol for the Sheriff of Holmes County:

LEVEL 1: Roadways are hazardous with blowing and/or drifting snow, freezing rain, or sleet. Roads are also icy. Drive very cautiously.

LEVEL 2: Roadways are hazardous with blowing and/or drifting snow, freezing rain, or sleet and/or ice build-up, possibly covered with snow. Only those who feel it is necessary to drive should be out on the roadways. Contact your employer to see if you should report to work.

LEVEL 3: All roadways are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. All employees should contact their employer to see if they should report to work. Those traveling unnecessarily on the roadways may subject themselves to arrest.

The following guidelines are protocol for West Holmes custodial employees:

LEVEL 1: Follow Calamity Day Procedures listed above

LEVEL 2: Up to individual to report – if not reporting must take vacation day, calamity day (if available), personal day or deduct day

LEVEL 3: Up to individual to report – if not reporting must take vacation day, calamity day (if available), personal day or deduct day

WHEN SUBS ARE CALLED

- Standard Work Days
- Building Use on Non-Standard Work Days
- Weekend events

WHEN SUBS ARE NOT CALLED

- Summer, Christmas, Spring Break
- Non-Student Work Days (exceptions may be made if Superintendent deems necessary)
- If there is another scheduled work day prior to students returning