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# **AGREEMENT**

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**BETWEEN THE**

**LAKE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES, LOCAL #335**

**Effective July 1, 2013 through June 30, 2016**

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This Agreement made and entered into by and between the Board of Education of the Lake Local School District and the Lake Local Chapter #335 of the Ohio Association of Public School Employees as follows:

**ARTICLE 1 – MANAGEMENT RIGHTS**

- A. The Board hereby retains and reserves unto itself, limited only by Ohio Revised Code, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States. The rights include, but are not limited to:
1. The authority to operate the school district;
  2. Make policies;
  3. Direct its administrators to manage the schools in a manner not inconsistent with this contract;
  4. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  5. Direct, supervise, evaluate, or hire employees;
  6. Maintain and improve the efficiency and effectiveness of governmental operations;
  7. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  8. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  9. Determine the adequacy of the work force;
  10. Determine the overall mission of the employer as a unit of government;
  11. Effectively manage the work force; and
  12. Take actions to carry out the mission of the public employer as a governmental unit.

**ARTICLE 2 – NEGOTIATING PROCEDURE**

A. Recognition

1. The Board of Education of the Lake Local Schools hereby recognizes the Ohio Association of Public School Employees Chapter #335 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described units.
2. The bargaining unit includes all full time and regular employees in the following positions or classifications:

Bus Drivers	Custodians
Van Drivers/Bus Aides	Library Clerks
Cafeteria	Study Hall Supervisors
Playground Personnel	Health Records Clerk
Secretaries	Maintenance
	Groundskeeper

The position of Van Drivers/Bus Aides shall be its own classification.

3. For the purpose of this agreement the following are excluded from the bargaining unit:

Secretary to the Superintendent	Treasurer
Supervisor of Transportation	Asst. to Treasurer – Payroll
Food Service Director	Asst. to Treasurer – Accounting
Supervisor of Buildings & Grounds	EMIS Coordinator/District
	Enrollment Coordinator
	Treasurer’s Office Assistant

B. Statement of Principles

1. The Board of Education of the Lake Local School District, hereinafter referred to as the “Board” and “the Association,” state that the purpose of the procedures established in this agreement is to promote harmonious and cooperative relationship between the Board and its classified employees and to protect the public and the welfare of Lake Local School System. For and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this agreement and the procedures set forth therein.
2. It is recognized that sole authority to resolve any matters of negotiations will be with the Board. The total function of the procedures established by this agreement is to assure mutual understanding and cooperation among the Board, the Superintendent, and the classified employees. Therefore, free and open exchange of views is desirable and necessary in the negotiation process.

3. The terms of this agreement and the procedures established therein shall not prevent, and shall not be construed to prevent, the Board from performing its obligations within such time and in such manner as may be required by law, not from making such determinations and taking such actions preliminary thereto as may be required to insure timely compliance with the requirements of law.
4. "Good faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

C. Subjects of Negotiations

1. Representatives of the Board and The Association will negotiate salaries, fringe benefits and conditions of employment within the authority of the Board to resolve as the parties may agree are the proper subjects of negotiations.

D. Request for Negotiations

1. Upon request of either party for a meeting to open negotiations, a meeting date shall be set within fifteen (15) days following such request. All proposals for negotiations by the Association and the Board shall be submitted in writing at least five (5) working days prior to the first meeting. Neither party is obligated to meet sooner than one-hundred twenty (120) days prior to the expiration date of any current agreement.
2. Proposals shall inform and detail specifically that to which agreement is sought in terms acceptable to the proponent without clarification of supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiations ("laundry list") shall constitute a clear failure of compliance with this requirement and may be disregarded.

E. Negotiation Meeting

1. Negotiation meetings shall be scheduled at the request of the parties and until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places and times, and to avoid conflict and interference with school and employment schedules.
3. Negotiations meetings shall be closed to the press and public.
4. Either party may recess for caucuses of reasonable length at any time.

5. Each party may keep minutes of meetings.

F. Representation

1. Representation at Negotiation Meetings shall be limited to six (6) representatives of the Board and six (6) representatives of the Association. The selection of the Negotiating teams shall be the sole right of each respective party. All negotiations shall be conducted between said teams.

2. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams will have authority to make proposals, consider proposals and determine items acceptable to both teams.

G. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

2. Final agreement reached through negotiation shall be reduced to writing and submitted to the personnel represented by the Association for approval. Upon approval by the personnel represented by the Association, the agreement shall be submitted to the Board for approval. When approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as the policy of the Board.

H. Federal Mediation

1. 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.

2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held on the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

3. If either party declares impasse, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.

4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

5. The Mediator has no authority to bind either party to any agreements.

6. Cost, which may be accrued in securing and utilizing the service of the mediator, shall be shared equally by the Board and the Association.
7. The foregoing mediation procedure is exclusive and constitutes the parties' "mutually agreed upon dispute resolution procedure" pursuant to O.R.C. Chapter 4117.

### **ARTICLE 3 – GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a classified employee, group of employees, or the local union, that he/she or they have been adversely affected by an alleged violation, misinterpretation, or misapplication of the written agreement or established Board Policy, between the Board and the Association or an appeal to an alleged unjust discipline. (See attached form)
- B. Step 1: Within ten (10) working days of the occurrence of the act or condition giving rise to a grievance, the classified employee and the Chapter representative will present the grievance in writing to the supervisor or the appropriate designated person. Within three (3) working days of receipt of the written grievance, the supervisor or the appropriate designated person shall hold a Meeting with the aggrieved employee and the Chapter representative to discuss the grievance. Within two (2) working days of such meeting, the supervisor or designated representative shall give/send three (3) copies of the answer to the Chapter representative.  
  
Step 2: If the grievance is not resolved in Step 1, the employee and the Chapter representative may, within four (4) working days, submit the original grievance to the Superintendent or designated representative. Within four (4) working days of receipt of the written grievance, the Superintendent or designated representative shall hold a meeting with the employee, his/her Chapter representative, and Chapter President to attempt to resolve the grievance. The Association shall have the right to representation by the OAPSE Field Representative at this meeting. The Superintendent or designated representative shall provide the Chapter President with four (4) copies of the written response within five (5) working days of this meeting.  
  
Step 3: If the grievance is not resolved in Step 2, it may be submitted in writing to the Board within five (5) working days of receipt of the Superintendent's answer. A hearing shall be conducted by the Board in Executive Session with the employee, his/her Association Representative, the Chapter President, the OAPSE Field Representative, the Principal/Supervisor, and the Superintendent. Both parties shall be allowed to call witnesses. The Board's response shall be submitted to the Chapter President within fifteen (15) working days of the Board's receipt of the grievance.

Step 4: If the grievance is not resolved in Step 3, the Association may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within five (5) working days of the receipt of the response at Step 4. The parties shall immediately attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance shall be submitted for arbitration to the Federal Mediation and Conciliation Service. The costs of arbitration shall be borne entirely by the losing party. The arbitrators shall hear and decide only one grievance in each case unless otherwise agreed by both parties. The arbitrators shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, delete from, or to modify in any way any of the provisions of this agreement. The decision of and any awards made by the arbitrators shall be binding upon both parties and all employees during the life of this agreement. The Board will confirm the arbitrator's decision and any awards against the Board will be made.

- C. Failure of the Board to respond in a timely manner at any step of the Grievance Procedure shall result in immediate implementation of the remedy sought. Failure of the classified employee to respond in a timely manner at any step of the grievance procedure shall be deemed a waiver of the right to appeal.
- D. Any time limits may be extended by mutual agreement of the parties involved.
- E. The school mail service meets the requirements for notification of parties.

#### **ARTICLE 4 – NO STRIKE**

- A. There shall be no strikes, slowdowns, or work stoppages during the duration of this agreement.

#### **ARTICLE 5 – PAYROLL DEDUCTIONS**

- A. Association Dues
  - 1. The Board will provide payroll deduction for Association dues according to Board of Education policy upon the authorization of the individual employee. Deductions for Association dues shall be made twice per month over the pay periods from October through June. All dues shall be sent to the Ohio Association of Public School Employees home office.
  - 2. Dues deduction authorization shall be irrevocable for periods of one year except that authorization may be withdrawn during the period between August 22 and August 31 each year. Requests for such withdrawal of authorization shall be submitted in writing to the School Board Treasurer by the employee. If dues

deduction is not revoked during such period, it shall continue for successive periods of one (1) year.

B. Fair Share Fee (Effective August 1, 1990)

1. Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, Employees in the Bargaining Unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by Members of the Union who are in the Bargaining Unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the Employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.
2. The Union agrees to prescribe an internal procedure to determine a rebate, if any, for Non-Members which conforms to federal law, provided a Non-Member makes a timely demand on the Union. Annually, the Union shall determine and notify the NonMember fair share fee payers of the amount of the fair share fee determined to be subject to advance rebate or reduction and the manner in which the Non-Member fair share fee payer may file an objection and, if desired, a challenge to the determination of such amount. Upon receipt of a written objection (and challenge, if filed) from a Non-Member fair share fee payer, the Union State Treasurer shall cause a check in the amount of the advance rebate or reduction, plus proportionate interest, if any, to be sent to the objector. The rebate or reduction will be made in advance lump sum on an annual basis. All challenges which are timely made shall be consolidated into one hearing per year before an impartial Arbitrator selected by the American Arbitration Association (AAA). Upon receipt of a written challenge, the Union shall place an amount equal to one hundred percent (100%) of the Challenger's fair share fees, minus the advance rebate, in an interest-bearing escrow account maintained by the Union. The fair share fees shall remain in escrow until the arbitration award is issued and shall be distributed to the Union and the Challenger in accordance with the Arbitrator's ruling.
3. The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provision of this Fair Share provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association pursuant to this Fair Share provision, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or the designated employee involved. OAPSE will provide legal counsel to represent the union and the Board in any action resulting from the Fair Share Fee.

C. Annuities

1. The Board of Education will withhold pay upon the authorization of individual employees for tax sheltered annuities. Each annuity company must sign Lake's Provider Agreement. Salary Reduction Agreements must be submitted on forms provided by Lake Local Schools. Each new company must enroll a minimum of three (3) employees.
2. If an employee has an existing annuity and his/her annuity company refuses to sign the Provider Agreement, the employee may increase the annuity to a maximum of twelve percent (12%) of his/her gross salary. (Limited to \$9500)
3. The open enrollment periods for new contracts and changes to existing contract will be August 1 through August 20 for deductions beginning in September, and December 1 through December 20 for deductions beginning in January. An annuity may be discontinued at any time.
4. Severance pay does not qualify for inclusion in the annuity calculations.

D. P.E.O.P.L.E. Deduction

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a 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. OAPSE Local #335 shall indemnify the Board for any cost, expense or other liability that an employer might incur as a result of the implementation and enforcement of these provisions.

**ARTICLE 6 – LEAVES**

A. Personal Leave

1. At the beginning of each school year, each classified employee shall be credited with three (3) unrestricted personal leave days. Those classified employees who are hired during the school year will receive a lesser number of days, pro-rated to the nearest one half day. Unused personal leave shall not accumulate from one year to another.
2. A classified employee planning to take a personal leave day shall notify his/her supervisor on the proper form. Notification shall be made at least three (3) days in advance except in the case of an emergency. The request for personal leave

shall be forwarded to the office of the Superintendent for approval after the Supervisor has approved it.

3. The only restrictions on the use of these days are as follows:
  - a. The day(s) may not be used in conjunction with any holidays/vacation days.
  - b. The day(s) may not be used in the first ten (10) nor the last ten (10) working days of the 184-day calendar, unless approved by the Superintendent or designee.
  - c. Each individual is responsible for keeping track of the number of days used. Overuse will result in a deduct situation. However, the Board will continue to list the days on the paycheck.
4. **Employees will be paid for unused personal days at the end of the year.**

B. Sick Leave

1. All accumulations of unused sick leave credits accrued under prior laws and policies shall remain to the credit of the sick leave account of each classified employee on the effective date of this plan. Accrued credits shall be allowed to classified employees transferring their employment from other Boards or other political subdivision in Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.
2. Sick leave will be accumulated at 1 ¼ days per month to a maximum of 270 days. Written reason for use of sick leave will be given by the classified employee.
3. The same monthly accrual for 1 ¼ days per month shall continue during the use of sick leave, provided the classified employee has not been officially separated from the present payroll. Sick leave shall be allowed classified employees for periods not to exceed their accumulated sick leave account but with the maximum limitations stipulated for the following causes.
  - a. Illness – for the duration of the illness
  - b. Injury – for the duration of the injury
  - c. Exposure to contagious disease – until quarantine is lifted
  - d. Death of father, mother, brother, sister, children, grandchildren, father-in-law, mother-in-law, spouse, or relative who lives continuously with the said employee – five (5) days for such death. In case of multiple death of spouse and children, said employee will be allowed ten (10) days.

- e. Death of an aunt, uncle, grandparent, step-parent and other in-laws, close friend, distant relative or neighbor – two (2) days per each death up to a maximum of six (6) days per school year.
- f. Serious illness or other serious emergency to the classified employee's spouse or child – for duration of illness or emergency as provided by State Law 3319.141. In the event emergency conditions arise, an extension of the family illness leave without pay shall be granted provided that in all cases of extension an application will be submitted.
- g. A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the classified employee's family.
- h. Serious illness of brother, sister, parents, grandparents, grandchild, and in-law – a maximum of five (5) days per year.
- i. Additional leave may be granted by the Superintendent depending upon travel and circumstances for any of the above situations.
- j. Medical documentation may be required for any sick leave if the Superintendent suspects abuse or falsification. Documentation must be received by the Treasurer's office prior to the next pay day.
- k. If an employee uses sick leave to visit a physician or other medical professional, the employee must provide a written statement from the physician or medical professional indicating the date and time of the visit and the phone number of the physician or medical professional.

#### 4. Sick Leave Pool

- a. A sick leave pool shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all in his/her accumulated sick leave due to a catastrophic injury or catastrophic illness. All bargaining unit members may draw upon the sick leave pool to a maximum of sixty (60) days per occurrence or to the end of the school year, whichever is less.
- b. Application to draw days from this pool must be recommended by the Officers of the bargaining unit to the Superintendent. The Superintendent may grant up to the maximum of sixty (60) sick leave days. All accumulated sick leave days during the time of the sick leave shall be exhausted before days from the pool may be used.
- c. The bargaining unit shall send a written notice to the Treasurer that details the number of sick leave days to be deducted from each bargaining unit

member, which shall also include a signed statement from each member authorizing the Treasurer to transfer the days.

- d. Once the total accumulation in the pool drops below one hundred (100) days, the Association shall solicit additional days from the bargaining unit members in the District.
- e. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.
- f. Any misuse of this leave may result in disciplinary action.

C. Maternity Leave

- 1. Classified employees who become pregnant shall have one of the following options:
  - a. Resignation – A classified employee should submit her resignation at the earliest possible date, effective at the mutually agreed upon time by said employee and the Board.
  - b. Maternity Leave – Classified employees may take maternity leave without pay for up to twelve (12) months. A second year may be granted upon request.
  - c. The Board shall grant to pregnant classified employees a maximum of thirty (30) days maternity sick leave during the pre-natal and/or post-natal periods of pregnancy. Said employee shall furnish a doctor's recommendation that they not perform respective duties during this thirty (30) day period.
  - d. A classified employee adopting a child less than two (2) years of age shall have the option of "a" or "b" only.

D. Military Leave

- 1. Unpaid military leave will be granted in accordance with the requirement of State Law 3319.14. Whenever a classified employee who is a member of the National Guard, Air National Guard, Naval Reserve, Air Force Reserve, Army Reserve, Marine Reserve or other Reserve components is called to active duty or active training, involuntarily, during his/her contractual year, he/she shall be entitled to leave of absence.

E. Jury Duty

- 1. In the event that a classified employee is requested to perform Jury Duty according to 3313.211, or receives a subpoena for Lake Local Schools business,

he/she shall receive his/her regular salary. Employee shall retain Jury Duty check for parking and meals, without loss of salary, sick leave, personal leave or perfect attendance. No employee shall be requested to work his regular shift, if actually jury duty requires attendance four (4) hours before or after actual beginning or ending time of said shift.

F. OAPSE Workshops

1. The Board agrees to permit all employees in the bargaining unit to attend OAPSE workshops which are held on the Lake Local Schools' Teacher Inservice Day and to be paid for such. In order to be paid, employees must sign in at the beginning of the meeting. OAPSE shall keep a record of those attending and turn said record in to the payroll department on the next scheduled workday. All twelve (12) month employees shall work at their regular job or attend the OAPSE meeting.

G. Professional Meetings

1. A classified employee will be excused, with the approval of the Superintendent, to attend professional meetings or meetings of professional organizations without loss of pay if:
  - a. Such requests are submitted in writing at least three (3) days prior to such a meeting.
  - b. If the meeting of a professional organization, the person making the request is either (A) an officially elected delegate to the meeting, or (B) an officer of the professional organization conducting the meeting. In the event a request is made for attendance of a meeting of a professional organization and item (A) or (B) is not met, the Superintendent should have the authority to consider the situation and make a ruling. The Board will provide conference registration fees and provide a substitute. A paid receipt for such conference will be provided for the Board.
  - c. The employee must submit a written report to his/her immediate supervisor within five (5) working days of returning from the professional leave. The employee shall attach a copy of the agenda to the written report.
  - d. Professional Leave days shall not exceed two (2) per year.

H. Leave of Absence

1. Upon the written request of a classified employee, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for illness, disability or other purposes. Upon the return to service of said employee at the expiration of leave of absence, he/she shall resume the contract status, which he/she held prior to such leave. If said leave is for other purposes and 120 days or more, employees will not accumulate seniority.

**ARTICLE 7 – HOLIDAYS**

- A. All classified employees will be paid days listed below, provided such employees qualify for payment for the last scheduled workday preceding such holiday and the first scheduled workday following such holiday:

9 & 10 month employee

New Years Day  
Christmas Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Martin Luther King Day  
Good Friday

11 & 12 month employee

Day before or after New Years Day  
New Years Day  
One day before or after Christmas Day  
Christmas Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Martin Luther King Day  
Good Friday

- B. When an employee performs work on any paid holiday, he/she shall be paid at the rate of time and one-half plus the holiday pay, or he/she may choose to be granted compensatory time off at the rate of time and one-half his/her regular hours of employment plus holiday pay.

**ARTICLE 8 – RETIREMENT** (Severance Pay)

- A. Severance pay shall be paid to classified employees with ten (10) or more years of Lake Local service upon retirement based upon one-fourth (1/4) of accumulated sick leave to a maximum of 270 days. The rate paid shall be the per diem rate of the employee's basic contract at the time of retirement. Supplemental contract wages are not included in the calculations. The payment of severance will be only made to the employee in one lump sum when satisfactory evidence of retirement with SERS has been provided. Retirement is defined as when employee leave the Lake Local Schools and receives all or part of his/her SERS contribution and occurs within three (3) years of his/her last date of employment with the Lake Local Schools and is eligible for all or part of the employer's contribution. Minimum of ten (10) year's service in the Lake Local Schools is required to be eligible for severance pay. Severance pay shall be paid to employee's estate upon death.

**ARTICLE 9 – VACANCIES AND BID PROCEDURE**

- A. When a vacancy occurs in a classification in the bargaining unit, notice shall be posted on bulletin boards in each building for a period of five (5) working days. Any employee

MUST apply in writing to the central office and immediate supervisor for the vacant position. All vacancies shall be filled within ten (10) working days of notice to all employees or posting of said vacancy. In the event no bargaining unit employees bid on said position, an additional ten (10) days will be allowed to fill the position.

- B. If the employee within the same general classification requests the position in writing, the employee with the highest classification seniority shall be awarded the position, providing the employee meets the qualifications.
- C. Employees in that classification will be considered before employees from other classifications.
- D. Any employee from another classification who meets the qualifications will be given due consideration prior to consideration of other applicants who meet the qualifications.
- E. Employees who fill jobs as a result of the bid procedure shall be probationary employees for five (5) compensated workdays (excluding leave days, holidays or vacations). This excludes positions within the transportation department, which have a maximum five (5) day probationary period. The usual fringe benefits shall be given to the employee. During the probationary period, the employee or the Board may initiate a transfer back to his/her former position. Said employees may be required to remain in the position for up to thirty (30) days until the vacancy can be filled by a qualified person. Employees who return to the former position shall negate future rights to bid on that position for a period of one (1) year. An employee may waive the probationary period by submitting a written statement to the Supervisor.
- F. If an employee is not selected through the bid process, the Board shall have the right to fill this position with an outside applicant.
- G. A boiler operator's license is required for all day shift building custodians.
- H. Temporary Vacancies
  1. When the Board approves a disability retirement or a leave of absence for a period of twelve (12) months or more, regular assigned bargaining unit employees within the same general classification shall be given first consideration in filling such positions on a temporary basis before utilizing substitute employees.
  2. In such situations, the OAPSE President and all regular assigned bargaining unit employees within the same general classification shall receive a "Notice of Non-Certificated Temporary Vacancy" for the expected leave period. The dated notice shall be distributed within five (5) working days of the Board's action and such notice shall be posted for a period of five (5) working days. Any regular assigned bargaining unit employee within the same general classification interested in the temporary position MUST apply in writing to the Superintendent and the immediate supervisor of the temporary position.

3. In the event that one or more regular assigned bargaining unit employees within the same general classification bids on said temporary position, the temporary position shall be filled within ten (10) working days of notice to employees or posting of said temporary vacancy. The regular assigned bargaining unit employee with the highest classification seniority shall be awarded the position, providing the employee meets the qualifications.
4. Regular assigned bargaining unit employees who fill such temporary positions shall be probationary employees for thirty (30) compensated workdays (excluding leave days, holidays or vacations). This excludes positions within the transportation department, which have a maximum ten (10) day probationary period. The usual fringe benefits shall be given to the employee. During the probationary period, the employee or the Board may initiate a transfer back to his/her former position. Said employees may be required to remain in the position for up to thirty (30) days until the vacancy can be filled by a qualified person. Employees who return to the former position shall negate future rights to bid on that position for a period of one (1) year. An employee may waive the probationary period by submitting a written statement to the Supervisor.
5. Upon the return of work of an employee from disability retirement or a leave of absence, the returning employee will go back to his/her regular assigned position. The person employed on a temporary basis for that position would return to his/her regular assigned position.
6. In the event that no regular assigned bargaining unit employee within the same general classification bids on said temporary position, or if it is determined that regular assigned bargaining unit employees within the same general classification fail to meet the qualifications of the temporary position, the Board may fill the temporary position with a substitute employee.
  - I. A custodian without a boilers license may bid on a job requiring one. The custodian will have one year to acquire a minimum low pressure boilers license. Custodians will only have one opportunity to bid without a license. If the custodian is unsuccessful in acquiring a low pressure boilers license after one year, the job will go up for bid.
  - J. Any custodians who acquire a minimum low pressure boilers license will be classified as a Number 1 and will be compensated according to their longevity on the salary schedule.

#### **ARTICLE 10 – SCHOOL BUS POLICIES**

- A. Responsibilities of Contracted Drivers
  1. Drivers shall assist the coordinator in establishing their own routes. Drivers will receive student lists one week prior to the start of school and additions or changes at the staff meeting the day before school begins.

2. Drivers shall be responsible for the maintenance and cleanliness of their assigned bus. Drivers required to shuttle buses outside the district for repair, etc. shall be compensated at the trip rate. Employees will receive pay for trips to an out of district bus garage at \$10.00 for each occurrence. The Transportation Supervisor shall make every effort to arrange transportation to and from the current bus maintenance facility.
3. Route sheets and/or maps must be kept current at all times, and must include accurate starting times. Maps are to be kept in the upper left pocket behind the driver's seat.
4. Discipline shall be maintained on the buses; seats will be assigned within the first three (3) weeks of school and updated as needed. Seating charts shall be kept with the bus maps.
5. Routing problems shall be brought to the Transportation Supervisor.
6. Student discipline problems shall be taken to the Transportation Supervisor or to the appropriate building principal.
7. Drivers shall perform their Pre-Trip Inspection BEFORE EACH OPERATION and report defects in writing immediately using the proper form.
8. Drivers concerns or complaints shall be brought to the transportation supervisor, appropriate principal or the superintendent. Bus reps may attend meetings at the request of the driver or the superintendent
9. Drivers shall keep their assigned schedule and carry an accurate timepiece on the bus. Any changes in their schedules will be made only with input from the Transportation Supervisor or designee.
10. The Board and Association recognize the State School Bus Standards concerning school bus operations and driving procedures as the guidelines for all Lake bus drivers to follow.
11. Prompt attendance to all meetings is required if they are during the regular work hours. If the required meeting is outside the regular work hours, the driver will be compensated. Meetings will not be scheduled on holidays or during school vacations.

B. Route Changes

1. When possible, drivers will be notified one (1) week prior to the opening of school of any major changes that pertain to their route.
2. Routes will be bid upon the vacancy or addition of a route.

C. Absence from Regular Routes

1. Drivers shall notify the Transportation Supervisor of absences well in advance and notify the Supervisor when they will return to work. (Obviously, emergencies do arise from time to time.)
2. Substituting by Contracted Drivers: When no substitute is available to cover a route and a contracted driver is asked by the Transportation Supervisor to assist on a route in addition to their own, they will be compensated at their regular rate of pay.

D. Extra Trips by Contracted Drivers

1. Two (2) seniority lists shall be established for extra trips on a rotating basis. They are: Day Trips and After School/Weekend Trips.
  - a. The Day Trip list shall be a list of drivers who wish to take field trips between 8:30 a.m. and 2:00 p.m. or in the event a driver of a mid-day run is off. The mid-day run shall go to the same driver if the run is available for ten (10) consecutive days. If the absence exceeds ten (10) consecutive days, the next contracted driver with the most seniority shall cover the route during the duration of the absence.
  - b. The After School/Weekend list shall be a list of drivers who wish to take field trips after 3:45 p.m. on weekdays, and at any time on weekends and non-school days. Any emergencies shall apply to their appropriate list. Transportation Supervisor shall make every effort to schedule Field Trips so that contracted drivers may take them.
  - c. All extra trips not covered by the above shall be covered by substitute drivers.
  - d. Trips will be posted, with seniority list, by 2:00 p.m. on Thursdays. Trips will be assigned at 9:00 a.m. on Fridays. It will be the responsibility of the driver to accept trips during this time. All trips remaining after 9:00 a.m. shall be distributed to subs. Any trips received after 9:00 a.m. on Friday for the next week will be offered to the next available driver on the appropriate list or carried to the next posting, if time permits. These added trips shall be offered no later than one day before the trip leaves, except for tournament games.
  - e. Contracted bus drivers can forego regular routes in order to take trips which exceed eight (8) hours in duration. These trips shall be posted for bid and assigned the week they are received by the Transportation Supervisor. If no regular driver bids on the trip while it is posted, a substitute driver shall be assigned.

- f. If trips are cancelled prior to the driver reporting to work, that driver will receive the next trip available. If no trip is available before next week's posting the driver owed shall have the first choice of trips posted. If the assigned driver reports to work and said trip is cancelled, that driver shall receive the minimum trip rate.
  - g. On a trip, the bus driver is not to leave the area without informing the coach or advisor.
  - h. No driver shall be by-passed for extra trips if on the negotiating team when meetings are scheduled. They shall receive the next available trip in rotation.
  - i. Drivers shall enter return times for extra trips on the trip tickets after the students and equipment are unloaded, after which the ticket shall be signed by the advisor.
  - j. If a driver bids on a trip, is assigned to the trip and does not take it for any reason, the driver will lose one turn on the rotation for that list.
  - k. All trips slips must be submitted to the Transportation Supervisor within one (1) week after the trip or compensation is forfeited.
- 2. The Transportation Supervisor shall be responsible for arranging all extra trips and substitutes. Only classified drivers shall transport students on buses for extra trips.
  - 3. Drivers unable to take an assigned run must notify the Transportation Supervisor at least (2) hours prior to departure time.
  - 4. No trading or special requests shall be honored for extra trips or substituting.
  - 5. Interim drivers shall be considered substitutes, not regular contracted drivers. They shall receive the full rate of pay when filling in for a regular driver who is on a board approved extended leave of absence.
- E. Substitute Drivers
- 1. The Transportation Supervisor must arrange for all substitutes.
  - 2. Substitutes shall be called at the discretion of the Transportation Supervisor.
- F. The Transportation Supervisor may make minor adjustments due to special circumstances or situations which may arise.
- G. Summer School BUS routes shall first be offered to regular bus drivers by seniority. If additional drivers are needed, routes shall be offered to regular van drivers, who hold a

bus driving certificate, by seniority. If the positions are not filled by regular bus or van drivers, substitute drivers will be used. Summer School VAN routes shall be first offered to regular van drivers by seniority. If additional drivers are needed, routes shall next be offered to regular bus drivers by seniority. If the positions are not filled by regular van or bus drivers, substitute drivers will be used.

Summer School routes will be paid at the hourly rate of the assigned driver.

- H. Drivers selected for random drug testing out of district will receive pay for one hour. Hourly rate will be determined by that driver's salary schedule.
- I. Commercial Drivers License: the employer agrees to pay all costs related to commercial driver license renewal.
- J. Bus driver recertification, for all regular employees, will be paid at the trip rate for each required day of class. Proof of completion of the classes is required to receive the compensation. The Lake Local School district will also reimburse the bus driver for the cost of the BCI report for recertification.
- K. Bus driver recertification, for all previous regular employees of the Lake Local School District, who are currently working will be paid at the trip rate for each required day of class. Proof of completion of the classes is required to receive the compensation. The Lake Local School District will also reimburse the bus driver for the cost of the BCI report for recertification.

#### **ARTICLE 11 – PHYSICAL EXAMINATIONS**

- A. The Board agrees that if any employee is required to have a physical examination, the total cost of the physical examination will be paid by the Board if a Board designated physician is used.

#### **ARTICLE 12 – INSURANCE**

To be eligible for medical, dental, vision and life insurance coverage, classified employees hired after the 2012-13 contract must work a minimum of 25 hours per week. All classified personnel employed prior to January 1, 2002 will continue to receive these benefits irrespective of the number of hours worked.

- A. Medical
  - 1. The Board will provide hospitalization, surgical-major medical coverage in accordance to the below schedule. To be eligible, all said employees must sign the white application request form. This must be returned to the Treasurer's office by the end of the first week of school in September.

Initial coverage begins on the first day of service and terminates on the last day of service, which is determined for this purpose to be:

- a. August 31 for a non-renewal or non-retirement resignation effective between June 1 to August 31.
- b. Date of retirement.
- c. In all other cases, the last day of the month is the last day of service.

**PPO Plan:**

A. Effective July 1, 2013

<u>Hrs. Per Week</u>	<u>Length of Contract</u>	<u>Employee Share</u>
Under 25	9 months	8% of monthly premium plus 50% of the balance
25-34	9 months	8% of the monthly premium plus 40% of the balance
35-40	9-10-11-12 months	8% of monthly premium

2. The Board shall provide the following, effective December 1, 2005:

- a. Hospitalization: dependents to age 23 without patient diagnostic
- b. Surgical: full O.B. coverage (coverage of dependents to age 23)
- c. Major Medical: \$500,000/\$1,000,000 coverage to age 23 of dependents

Deductible	
Network	\$100/\$200
Non-Network	\$200/\$400
Coinsurance OOP Max (Excludes deductible)	
Network	\$500/\$1,000
Non-Network	\$1,000/\$2,000

Physician Office Visit Copay	
Network	\$10, 100%
Non-Network	Deductible/coinsurance
Coinsurance	
Network	80%
Non-Network	60%
*Certain services covered at 90%	
Prescription Drugs	
Retail (30-day supply)	\$5/10/20 Copays
Mail Order (90-day supply)	\$10/20/40 Copays

3. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for the full premium costs at the group rate. Failure to forward premiums as stipulated will terminate this benefit.
  
4. A 35-40 hour per week employee who does not receive Board provided single or family medical coverage or who declines single or family medical insurance through a written waiver shall be entitled to receive one thousand dollars (\$1,000.00) per fiscal year. This payment will be made annually by August 31 the year following such waiver of determination of ineligibility. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for the duration of this agreement. An employee who waives insurance coverage during the fiscal year shall receive a pro rata share of the one thousand dollars (\$1000.00) payment. If an employee is ineligible for coverage from the Board because of other single or family coverage, and subsequently loses such other insurance coverage, then he/she can apply to re-enroll in the Board's plan following loss of coverage and written notification to the Board. The employee shall receive a pro rata share of the payment referred to above.
  
5. Effective January 1, 2014, Classified employees eligible for medical insurance will have the option to choose the High Deductible Health Plan (HDHP) that offers a lower cost to the employee, based on the same employee contribution percentage, as the Traditional PPO plan.

The elements of the HDHP are as follows and does not provide prescription drug coverage.

- \$5,000/\$10,000 Network Deductible
- \$10,000/\$20,000 Out Of Network Deductible
- 80/20 Coinsurance Network
- 60/40 Coinsurance Non-Network
- \$6,350/\$12,700 Network OOPM (includes deductible)
- \$12,700/\$25,000 Non-Network OOPM (includes deductible)

6. Employees with Working Spouses

If a dependent spouse is eligible for coverage under an employer-sponsored plan at the spouse's place of employment, this plan will assume the spouse's participation in that plan and pay secondary to that plan of benefits, regardless of whether or not the spouse elected to participate in that plan, except:

- a. If the spouse had declined coverage under the spouse's employer-sponsored plan prior to (date of implementation) and has a delay in enrollment due to an open enrollment provision, this plan will then consider any charges incurred according to the terms of this plan, but only until the open enrollment period or (date of implementation), whichever occurs first; or
- b. If the spouse's employer-sponsored plan does not cover certain charges or if the charges are declined due to a pre-existing condition, then this plan will consider those charges according to the terms of the plan, or until the pre-existing condition limitation expires.
- c. Administration will require all employees to complete a Spousal Certification form documenting spousal employer insurance eligibility on an annual basis.

B. Dental Insurance: Completely paid dental insurance for all classified personnel.

100% preventive and diagnostic	\$1500 maximum per person
80% restorative fillings	per year
60% inlays, crowns	\$1000 lifetime maximum per
60% ortho	person for ortho

C. Life Insurance

The Board will purchase a \$30,000 Group Term Life Insurance Policy covering each classified employee.

D. Section 125 Plan

A plan will be established under Section 125 to enable employees to pay for their premium contribution with pre-tax dollars. (e.g. Plan A) A flexible spending account (e.g. Plan B) of one hundred dollars (\$100) per year shall be instituted for all employees payable by the Board of Education. This benefit may be taken as cash as of October 1, 1992.

O.A.P.S.E. agrees to permit the Board to forward the employee's name and any additional information to the Administrator to satisfy the requirements for no service fee.

E. Vision Insurance

The Board shall provide and partially pay for vision insurance for all employees and their dependents. The cost for family coverage to the employee will be five dollars (\$5) per month. Single coverage costs will be picked up entirely by the Board.

Co-payments and conditions

1. One examination and one set of lens and frames every twelve (12) months
2. \$10.00 co-payment for the combination of the exam and the materials

An open enrollment period will be held during the month of September in each year with coverage effective October 1. Requests for changes shall be submitted in writing to the Treasurer by September 30. No changes will be accepted at any other time.

**ARTICLE 13 – MISCELLANEOUS**

- A. The Board will grant the Association the right to use e-mails for publication of notices and other materials, provided such work does not take precedence over assigned duties. The Association agrees to pay for all materials used in the reproduction of, or duplication of, notices and other materials.
- B. The Board shall type the complete agreement and the cost of printing shall be paid by the Board. The Association shall be given enough copies to distribute to all current employees. The Board shall provide a copy of the Agreement to all future classified employees at the time of hiring. The process of distributing the Agreement shall be done within thirty (30) days of the completion of negotiations.
- C. The Board will provide one (1) copy of the current Board policy book to the Association President.
- D. The Board will provide five (5) copies of the Agenda for each school board meeting to the Association President, prior to each Board meeting.

**ARTICLE 14 – SALARIES**

- A. Salaries will be paid in twenty-six (26) installments.

**ARTICLE 15 – CONFLICT WITH LAW OR REGULATIONS**

- A. If any provision of this document, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal or state law, regulations, ruling or order, now or hereafter enacted or issued, such

provision, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

#### **ARTICLE 16 – ENTIRE AGREEMENT CLAUSE**

- A. This agreement supercedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. This Agreement will be in effect as of July 1, 2012 to June 30, 2013.

#### **ARTICLE 17 – REIMBURSEMENTS**

- A. Any traveling that is a requirement of the classified position will be compensated at a rate equal to a maximum allowed by the IRS for mileage effective for the month in which the mileage is incurred. This does not include any travel between home and school.

#### **ARTICLE 18 – CALAMITY DAYS**

- A. All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.
- B. Any day shift custodian shall report to work as soon as possible. Second shift employees will be called in as needed by building and grounds supervisor. When the buildings are secure and all driveways and sidewalks are cleared to permit schools to reopen, all custodians will be permitted to leave. If requested to stay by the administration, custodians will be paid at the overtime rate beginning at 8:00 a.m.
- C. Nine (9) and ten (10) month employees will work calamity make-up days per LEA contract without additional compensation.

#### **ARTICLE 19 – CLASSIFICATION PAY**

- A. If an employee is temporarily assigned to a position in a higher classification for a period longer than three (3) consecutive working days due to the absence of the regularly assigned employee, the said employee shall receive the rate of pay for the higher classification. The Board agrees not to assign more than one employee to avoid paying classification pay. Regular assigned employees shall be given first consideration in filling such positions before utilizing substitute employees.

- B. For the purpose of Classification Pay, an employee's classification is his/her position within a department (as follows):

Transportation Department  
Half Route  
Full Route  
Van Driver

Food Service Department  
Cook  
Head Cook

Custodian Department  
Custodian 3  
Custodian 2  
Custodian 1

Secretarial Department  
260 Day Secretary  
208 Day Secretary

Maintenance  
Groundskeeper

#### **ARTICLE 20 – ASSAULT LEAVE**

- A. Any employee who is absent due to a disability resulting from a clearly unprovoked attack upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the superintendent or his designee, be granted up to twenty (20) working days assault leave. During such assault leave, said employee shall be maintained on full-pay basis. Assault leave days will not be deducted from the employee's accumulated sick days.
- B. Assault leave may not be granted under this policy unless the employee in question:
1. Has a signed, written agreement justifying the granting and use of assault leave. Said statement shall be based upon Board approved forms.
  2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the employee.

- C. Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement shall be grounds for suspension or termination of employment.
- D. Any employee receiving assault leave will cooperate with the employer in related prosecution and be compensated for any time spent, at said employee's regular rate.

**ARTICLE 21 – SCHOOL PASSES**

- A. The Athletic Director or designee will place the names of all classified employees and their spouse on a list entitling them to attend all school athletic events free of charge.
- B. It is felt that the above-mentioned people serve an important function in preparation for and implementation of activities in the school. Additionally, these people may be called upon in the event help is needed with crowd control, faulty equipment, or general maintenance of order.

**ARTICLE 22 – SCHOOL CALENDAR**

- A. The Lake School calendar will be submitted to the Board of Education by the administration. The OAPSE Chapter #335 will be asked for their suggestions two weeks prior to the adoption.

**ARTICLE 23 – BULLETIN BOARDS**

- A. The Board shall provide one (1) bulletin board in each building in a central location for use by the Association.
- B. The size, general type and construction of the bulletin boards shall be mutually agreeable to the Board of Education and the Association.
- C. Bulletin boards shall be the property of the Board of Education.
- D. Bulletin boards shall be used for the sole purpose of posting Association notices. No notice shall be posted unless advance approval by the Board's designated representative is first obtained. The Board may give blanket advance approval for the posting of routine notices. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in material posted on bulletin boards.

**ARTICLE 24 – VACATIONS**

- A. All twelve (12) month classified personnel shall be granted the following vacations:
 

1 year service	10 working days with pay
6 years service	11 working days with pay
7 years service	12 working days with pay

8 years service	13 working days with pay
9 years service	14 working days with pay
10 years service	15 working days with pay
20 years service	20 working days with pay
25 years service	25 working days with pay

- B. Vacation credits shall not be cumulative beyond the period of one (1) year. An employee shall be eligible for vacation after one (1) full year of employment. The employee shall request vacation time, in writing, from their Supervisor by May 1. The Superintendent shall have full authority in granting vacation request. Vacations may be granted up to five (5) working days before school starts and during Easter, Christmas, and Thanksgiving vacation, upon employee's request.
- C. For custodians after the first full year, the ten (10) days accrued will be pro-rated to the nearest day in order to get the new employee on the same June-May vacation cycle as the other custodians. Thereafter, the vacation schedule in the contract will be followed on a June-May cycle.

Example:

\*Custodian hired 12/1/97 is eligible for ten (10) days vacation 12/1/98

\*12/1/98 – 6/1/99 = ½ year, thereafter employee is eligible for five (5) days vacation to be taken between 12/1/98 and 6/1/99 during Christmas or Easter breaks.

\*Employee is eligible for ten (10) days after 6/1/99 (same schedule as all other custodians).

- D. With the prior approval of the Maintenance Supervisor and the Superintendent, a custodian may take vacation while school is in session. Approval will be based on the workload and the number of custodians who will be working during that time. A substitute custodian will be employed to work during this vacation time. This will not affect the overtime provision for custodians.

**ARTICLE 25 – LABOR MANAGEMENT MEETINGS**

- A. Either party may request a meeting to discuss areas of mutual concern arising during the term of this agreement. Participants will be the superintendent and the appropriate administrative or supervisory personnel for the Board and the Chapter President and appropriate classification representatives. Meetings shall be scheduled whenever requested but shall not exceed one per month.

**ARTICLE 26 – LAY-OFF AND RECALL**

- A. Whenever it becomes necessary to lay-off employees, 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 uninterrupted length of total service with the Board in a particular job classification.

- B. In the event of a lay-off or reduction an employee shall first have the option to bump an employee with less seniority in his/her respective classification of employment. This excludes employees in the Transportation Department. If an employee holds previous seniority in another classification, that employee shall have the right to bump the least or less senior employee, providing he/she has greater seniority in that classification than the current least senior employee. The bumping employee shall retain all previous seniority accumulated in that classification and shall retain all rights to recall to the position in which the layoff occurred.
- C. The Board shall determine in which classifications the lay-off should occur and the number of employees to be laid off.
- D. By September 15 of each year, the Board shall provide to the Association, on request, a complete list by classification of all employees in order of seniority indicating starting date in the classification as well as the date of last hire. Also included by dates shall be the seniority established by employees in classifications other than their current classifications. The Board shall provide, on request, quarterly updates of this seniority list indicating any employees who have been removed from or added to the seniority list. The Association shall assist the Board in establishing the initial seniority list. In the case of identical seniority, the parties shall flip a coin.
- E. Each employee to be laid off shall be given two (2) weeks advance written notice of the layoff.
- F. Any openings which occur in a classification from which employees are laid off shall be offered to the most senior employee on the lay-off list before the next employee on the list may be considered after bidding in class takes place. Any employee who declines reinstatement shall be removed from the reinstatement name list. Recalled employees must report to work within ten (10) days of notification, unless an extension is granted by the Board.
- G. The employee's name shall remain on the recall list for a period of two (2) years from the effective date of lay-off. If reinstated from layoff during this period, such employee shall retain all seniority, and a notice of reinstatement shall be made by certified mail. It is the responsibility of the employee to insure correct address and phone number. All employees must meet the minimum requirements for the position.

#### **ARTICLE 27 -- CAFETERIA**

- A. A list of employees interested in substituting for an absent employee with more hours is to be compiled at the beginning of the school year. The Supervisor will call from list beginning with most seniority. Employee will be asked if he/she wants to work additional hours that day. If he/she refuses, their name will be placed at the bottom of the

list and the Supervisor will go to the next person on the list. If none of these people on the list are available to work the extra hours, then a substitute will be called in. The next time an employee is needed to work extra hours the list will be used again on a rotating daily basis. No job description will be given to the employee when called, only hours needed.

- B. A vacancy created by death, resignation or retirement will be evaluated by the Food Service Director in terms of realignment, relocation or reassignment of necessary job duties among existing personnel. Hours of the vacant position may be altered and will be so posted. Hours of existing personnel will not be cut while specific duties as contained in the job description may be changed.
- C. All food service employees shall be offered training and/or certification in proper food service procedures as deemed appropriate by the Food Service Director. Employees shall be compensated for certification and training sessions at the regular rate of pay.
- D. All food service employees who work more than four hours will receive a 15 minute paid break.

#### **ARTICLE 28 – JOB DESCRIPTIONS AND EVALUATIONS**

- A. Each employee shall be provided with a job description for his/her job classification. The job description will include a list of duties and qualifications for that position. The Association and Board shall jointly develop job descriptions.
- B. A minimum of one (1) formal evaluation for all employees shall be completed prior to May 1. Each evaluation shall be completed by either the immediate supervisor or building administrator. The Association and Board shall jointly develop the evaluation form. Any evaluation form made out on any employee's work record shall be examined by the employee and signed by him/her prior to being placed in his/her personnel file. The employee's signature, as mentioned here, merely indicates that the employee has seen the evaluation and does not necessarily signify agreement. The refusal of the employee to sign the evaluation will not bar its inclusion in the employee's personnel file if the appropriate supervisor and a witness certify, in writing, that the completed evaluation was shown to the employee and he/she refused to sign it.
- C. Any employee may add his/her comments on any evaluation form examined by him/her.
- D. Any employee can request to see and will be permitted to examine his/her personnel file at a time convenient to the office. The employee shall not remove any article from the file. The Chapter President shall also be allowed to examine an employee's personnel file with that employee's written permission.

## ARTICLE 29 – EXCHANGE OF INFORMATION

- A. Prior to and during negotiations or during the term of the agreement the Board and Association agree to provide each other, upon request, all regularly and routinely prepared facts or records concerning the issue(s) under consideration.

## ARTICLE 30 – DISCIPLINARY PROCEDURE

- A. Section 1 – Disciplinary action is defined as a course designed to let the classified employee know that he/she is not performing his/her duties in a satisfactory manner or is in violation of the contract between the Board and Association or has not followed the direct order of a supervisor or administrator.
- B. Section 2 – Based upon the severity of the situation disciplinary action will normally follow the steps outlined below:
  - 1. First offense – written reprimand stating the violation
  - 2. Second offense – suspension up to thirty (30) days
  - 3. Third offense – termination

Any written record of disciplinary action will be kept in the employee's personnel file for no longer than thirty-six (36) months from the date of placement in the file. Should an employee wish to appeal a written reprimand they may request a meeting with the supervisor and the Superintendent within five (5) days of the receipt of the written reprimand. After such meeting, a decision will be made by the Superintendent within five (5) days as to the validity of the written reprimand and whether that reprimand shall be placed in the personnel file. An employee will be given an opportunity to receive, examine and add any notes of explanation that he/she desires to any record of a disciplinary nature added to his/her file.

- C. Section 3 – An employee would have the following course of action whenever a supervisor or administrator recommended suspension or termination to the Superintendent.
  - 1. An employee, upon receipt of written notice containing the charges, may appeal in writing within five (5) days to the Superintendent of Schools, a supervisor's or administrator's recommendation for suspension or termination. Upon such appeal, the Superintendent will hold a hearing within five (5) days. The Superintendent will inform the employee within five (5) days of his recommendation to the Board of Education.
  - 2. Any employee may appeal, in writing within ten (10) working days, to the Board of Education, the Superintendent's recommendation. The Board of Education will hold an informal hearing within fifteen (15) days concerning the disciplining of the employee. The informal hearing will be in executive session and the employee shall have the right to Association representation. The Board shall notify the employee in writing of the decision within five (5) days of the hearing.

**ARTICLE 31 – EXPERIENCE CREDIT – NEW EMPLOYEE**

- A. Credit on the salary schedule for experience may be granted up to the maximum by the employer. An attempt at uniformity will be made. If a newly hired employee is given experience credit and placed on the pay scale at any step higher than a present employee in that classification, the present employee shall be placed at a step equal to the newly hired employee, provided the present employee has equal prior experience. Final determination shall be made by the Superintendent.

**ARTICLE 32 – NEW POSITIONS**

- A. All newly created positions shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

**ARTICLE 33 – WORK WEEK**

- A. The standard work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the school district.
- B. Summer Work Week – Beginning the first full week after the official end of the school year, through the last full work week in July, the Supervisor may authorize the scheduling of summer work hours. The employee's total contracted hours must be worked each week, but these hours may be adjusted so that they are worked in fewer days or with altered starting and ending times. This plan will be instituted only if there will be sufficient employees available in each building each day. If unusual circumstances or unforeseen requirements dictate otherwise, the eight-hour day will be reinstated. The intention of instituting an alternative workweek will be announced prior to submission of request for vacation schedules.
- C. The contracted work days for classified employees are as follows:
  - 1. Custodians – 260 days/8 hours per day = 2080 hours
  - 2. Year-round Secretary – 260 days/8 hours per day = 2080 hours
  - 3. 10 month Secretaries – 208 days/hours as contracted  
(See official work calendar.)
  - 4. Bus Drivers – 187 days/hours as contracted  
(See official work calendar.)

- a. Except for Lake Local's spring break week, mini-bus drivers and bus aides shall work additional days as needed to comply with the school calendars of students on their assigned routes. Any days in addition to the 187 days will be compensated at the regular rate of pay to a maximum of 189 days.
- 5. Cafeteria – 187 days/hours as contracted  
(See official work calendar.)
- 6. Library Clerks – 187 days/hours as contracted  
(See official work calendar.)
- 7. Playground Monitors – 187 days/hours as contracted  
(See official work calendar.)
- 8. Study Hall Monitors – 187 days/hours as contracted  
(See official work calendar.)
- D. The Treasurer's office will furnish the official calendar of work days, holidays, and non-work days to each classified employee prior to the beginning of each school year. The Principal/Supervisor will assign work for any conference days, which may affect the breakdown of contract days in Section C, 1-9 above.

#### ARTICLE 34 – OVERTIME

- A. Employees shall be awarded overtime on a rotation basis by seniority within the classification and within their job location before it is offered to an employee from another location. Overtime shall be approved in advance by the Superintendent or designee.
- B. Saturday overtime for custodians shall be prescheduled at the beginning of the school year and shall be assigned as follows:
  - 1. From those employees interested in Saturday overtime, the Board shall assign Saturday work on an equal basis.
  - 2. Such assignments shall not prevent employees from trading assignments.
- C. All hours over eight (8) in one workday shall be paid at the rate of time and one half. All hours over forty (40) in one (1) work week shall be paid at the rate of time and one half (exception: summer work hours are permissible in excess of eight (8) hours per day with no overtime.) Over forty (40) hours per week falls into the overtime category.
- D. Student labor shall be used during the regular work hours under the supervision of custodial personnel. Any overtime shall be offered to regular custodians first.

- E. A licensed boiler operator will be assigned to all sanctioned athletic events and all music events that are held on the grounds of the Lake Local School District on a Saturday and/or a Sunday.
- F. The building and grounds supervisor can perform custodial duties as long as his work is not an attempt to eliminate overtime normally assigned to regular custodial personnel.
- G. Secretary overtime shall be approved in advance by the building principal. Secretaries will be compensated for hours worked over forty (40) per week, at the rate of time and one half.
- H. Maintenance personnel shall be entitled to overtime in accordance with the Fair Labor Standards Act. Maintenance personnel shall not be entitled to overtime for working more than eight hours in a day, and shall be exempt from the overtime provisions of the contract.
- I. Custodians will be entitled to overtime at the conclusion of an indoor non-sanctioned event (a sanctioned event is a competition between OHSAA recognized schools and OHSAA recognized sports/matches/meets). The need for a custodian will be up to the discretion of the Superintendent or designee.

#### **ARTICLE 35 – SERS PICK-UP**

- A. The Board of Education of the Lake Local School District herewith agrees with the Lake OAPSE Chapter #335 to pick-up at no cost to the Board and utilizing the salary reduction method, contributions to the State Employees Retirement System paid on behalf of unit members under the following terms and conditions:
  - 1. The amount to be “picked up” on behalf of each employee shall be ten percent (10%), or the prevailing rate per the Ohio Revised Code, of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
  - 2. Shall be uniformly applied to all members of the bargaining unit.
  - 3. The pick-up shall become effective January 1, 1986 and shall apply to all compensation including supplemental earnings thereafter.
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.
- C. If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the

Board will be held harmless and this article of the Agreement shall be declared null and void.

- D. Employees will be paid for unused Personal Days at the end of the school year.

#### **ARTICLE 36 – SUBCONTRACTING**

- A. Members of the bargaining unit will not be laid off or reduced in hours as a direct result of subcontracting.

#### **ARTICLE 37 – DIRECT DEPOSIT**

- A. Direct Deposit will remain in effect on a continuing basis. Participants in direct deposit will receive an earnings and deductions statement each pay date.

	7/1/13 6/30/14	7/1/14 6/30/15	7/1/15 6/30/16
<b>BUS DRIVERS (FULL)</b>			
0	11,922	12,190	12,428
1	11,965	12,234	12,473
2	12,008	12,278	12,518
3	12,051	12,322	12,562
4	12,094	12,366	12,607
5	12,227	12,502	12,746
6	12,328	12,605	12,851
7-9 Years	12,429	12,709	12,956
10-13 years	12,531	12,813	13,063
14-17 years	12,843	13,132	13,388
18-20 years	13,151	13,447	13,709
21-25 years	13,455	13,758	14,026
26 years	13,686	13,994	14,267
<b>BUS DRIVERS (HALF)</b>			
0	5,962	6,096	6,215
1	5,984	6,119	6,238
2	6,006	6,141	6,261
3	6,028	6,164	6,284
4	6,050	6,186	6,307
5	6,115	6,252	6,374
6	6,166	6,305	6,428
7-9 Years	6,217	6,357	6,481
10-13 years	6,268	6,409	6,534
14-17 years	6,432	6,577	6,705
18-20 years	6,577	6,725	6,856
21-25 years	6,728	6,879	7,014
26 years	6,843	6,997	7,134
<b>VAN DRIVER</b>			
0	12.44	12.72	12.97
1	12.49	12.77	13.02
2	12.54	12.82	13.07
3	12.59	12.87	13.12
4	12.64	12.92	13.18
5	12.81	13.10	13.36
6	12.90	13.19	13.45
7-9 Years	12.99	13.28	13.54
10-13 years	13.07	13.36	13.62
14-17 years	13.33	13.63	13.89
18-20 years	13.59	13.90	14.17
21-25 years	13.86	14.17	14.45
26 years	14.14	14.46	14.74

	7/1/13 6/30/14	7/1/14 6/30/15	7/1/15 6/30/16
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**FIELD TRIPS:**

**ALL HOURS (Three Hour  
Minium)**

	11.52	11.78	12.01
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Summer Drivers will be paid at their  
hourly rate

**CAFETERIA**

0	11.72	11.99	12.22
1	12.07	12.44	12.68
2	12.32	12.69	12.94
3	12.61	12.99	13.24
4	12.93	13.31	13.57
5	13.27	13.66	13.93
6	13.59	14.00	14.27
7-9 years	14.02	14.44	14.72
10-13 years	14.32	14.75	15.04
14-17 years	14.58	15.02	15.31
18-20 years	14.93	15.38	15.68
21-24 years	15.24	15.69	16.00
25 years	15.54	16.00	16.31

**PLAYGROUND**

0	11.72	11.99	12.22
1	12.07	12.34	12.59
2	12.32	12.60	12.84
3	12.61	12.89	13.14
4	12.93	13.22	13.47
5	13.27	13.56	13.83
6	13.59	13.90	14.17
7-9 years	14.02	14.33	14.61
10-13 years	14.32	14.65	14.93
14-17 years	14.58	14.91	15.20
18-20 years	14.91	15.24	15.54
21-24 years	15.24	15.58	15.88
25 years	15.54	15.89	16.20

	7/1/13 6/30/14	7/1/14 6/30/15	7/1/15 6/30/16
<b>SECRETARY</b>			
0	13.28	13.57	13.84
1	13.82	14.13	14.41
2	14.42	14.74	15.03
3	14.96	15.30	15.60
4	15.50	15.85	16.16
5-9 years	16.06	16.42	16.74
10-13 years	16.66	17.03	17.36
14-17 years	17.22	17.61	17.95
18-20 years	17.83	18.23	18.58
21-24 years	18.38	18.80	19.16
25 years	18.73	19.15	19.53

<b>LIBRARY CLERK</b>			
0	11.47	11.72	11.95
1	12.00	12.27	12.51
2	12.57	12.85	13.10
3	13.18	13.48	13.74
4	13.67	13.97	14.25
5-9 years	14.26	14.58	14.87
10-13 years	14.82	15.15	15.45
14-17 years	15.42	15.77	16.08
18-20 years	15.99	16.35	16.67
21-24 years	16.55	16.93	17.26
25 years	16.86	17.24	17.58

<b>STUDY HALL</b>			
0	11.16	11.41	11.63
1	11.80	12.06	12.30
2	12.25	12.52	12.77
3	12.86	13.15	13.41
4	13.40	13.70	13.97
5-9 years	14.02	14.33	14.61
10-13 years	14.30	14.62	14.91
14-17 years	14.58	14.91	15.20
18-20 years	14.93	15.27	15.56
21-24 years	15.24	15.58	15.88
25 years	15.54	15.89	16.20

**Lake Local Schools**  
**Classified Salary Schedules**  
**07/01/2013 through 06/30/2016**

	<b>7/1/13</b> <b>6/30/14</b>	<b>7/1/14</b> <b>6/30/15</b>	<b>7/1/15</b> <b>6/30/16</b>
<b>CUSTODIAN I</b>			
0	17.59	17.99	18.34
1	17.88	18.28	18.64
2	18.19	18.60	18.96
3	18.50	18.91	19.28
4	18.76	19.18	19.56
5	19.04	19.47	19.85
6	19.31	19.74	20.13
7	19.61	20.06	20.45
8-9 years	19.88	20.33	20.73
10-13 years	20.19	20.64	21.05
14-17 years	20.43	20.89	21.29
18-20 years	20.87	21.34	21.75
21-24 years	21.17	21.64	22.06
25 years	21.49	21.97	22.40
<b>*CUSTODIAN 3</b>			
0	13.03	13.32	13.58
1	13.22	13.52	13.79
2	13.48	13.78	14.05
3	13.74	14.05	14.32
4	13.94	14.26	14.53
5	14.21	14.53	14.81
6-9 years	14.48	14.80	15.09
10-13 years	14.70	15.03	15.33
14-17 years	14.99	15.33	15.63
18-20 years	15.25	15.59	15.90
21-24 years	15.48	15.83	16.14
25 years	15.77	16.13	16.44

	7/1/13	7/1/14	7/1/15
	6/30/14	6/30/15	6/30/16

**MAINTENANCE**

0	18.44	18.86	19.23
1	18.72	19.14	19.52
2	19.03	19.46	19.84
3	19.34	19.77	20.16
4	19.60	20.05	20.44
5	19.88	20.33	20.73
6	20.15	20.60	21.00
7	20.46	20.92	21.33
8-9 years	20.72	21.19	21.60
10-13 years	21.03	21.51	21.93
14-17 years	21.36	21.84	22.27
18-20 years	21.71	22.20	22.63
21-24 years	22.01	22.50	22.94
25 years	22.33	22.83	23.28

**GROUNDSKEEPER**

0-25	9.00	9.20	9.38
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**FAIR PRACTICE PROCEDURE**

Grievance No. \_\_\_\_\_

**STEP I**

Name of Grievant \_\_\_\_\_ Classification \_\_\_\_\_

Date \_\_\_\_\_ Building \_\_\_\_\_

A. Date of Grievance \_\_\_\_\_

B. 1) Statement of Grievant \_\_\_\_\_

\_\_\_\_\_

2) Relief Sought \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Supervisor \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

One copy each to (Grievant, Representative, Superintendent)

**STEP II**

A. Disposition of Grievant \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

One copy each to (Grievant, Representative, Supervisor)

**STEP III**

A. Disposition of Grievant \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

B. Disposition of Board \_\_\_\_\_

\_\_\_\_\_

Signature of Treasurer \_\_\_\_\_ Date \_\_\_\_\_

Additional Response \_\_\_\_\_

\_\_\_\_\_

One copy each to (Grievant, Representative, Supervisor, Superintendent)

**OAPSE BONUS STRUCTURE**

		<b>0.71%</b>	<b>1.15%</b>
		<b>Excellent</b>	<b>Excellent w/Distinction</b>
<b>Custodians</b>	<b>11</b>		
<b>Low</b>		<b>211</b>	<b>342</b>
<b>High</b>		<b>309</b>	<b>500</b>
<b>Secretaries</b>	<b>5</b>		
<b>Low</b>		<b>192</b>	<b>310</b>
<b>High</b>		<b>248</b>	<b>401</b>
<b>Library Aides</b>	<b>3</b>		
<b>Low</b>		<b>124</b>	<b>202</b>
<b>High</b>		<b>134</b>	<b>217</b>
<b>Study Hall Monitor</b>	<b>1</b>		
<b>Low</b>		<b>116</b>	<b>188</b>
<b>High</b>		<b>116</b>	<b>188</b>
<b>Transportation</b>	<b>18</b>		
<b>Low</b>		<b>48</b>	<b>78</b>
<b>High</b>		<b>93</b>	<b>151</b>
<b>Playground Monitors</b>	<b>2</b>		
<b>Low</b>		<b>44</b>	<b>71</b>
<b>High</b>		<b>44</b>	<b>71</b>
<b>Food Service</b>	<b>6</b>		
<b>Low</b>		<b>59</b>	<b>96</b>
<b>High</b>		<b>130</b>	<b>211</b>
<b>Custodians</b>		<b>1,910</b>	<b>3,093</b>
<b>Secretaries</b>		<b>810</b>	<b>1,312</b>
<b>Library Aides</b>		<b>335</b>	<b>543</b>
<b>Study Hall Monitor</b>		<b>175</b>	<b>283</b>
<b>Transportation</b>		<b>885</b>	<b>1,433</b>
<b>Playground Monitors</b>		<b>44</b>	<b>71</b>
<b>Food Service</b>		<b>451</b>	<b>730</b>
		<b>4,609</b>	<b>7,465</b>

**AGREEMENT**

THIS AGREEMENT made and entered into this 18th day of September, 2013 by and between Lake Local Board of Education, hereinafter called the "Employer" and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME/AFL/CIO, and its Chapter #335, hereinafter called the "Union", for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, AFSCME/  
AFL/CIO

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chapter #335, OAPSE

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Gary L. Brown

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Karen J. Catches

  
\_\_\_\_\_  
Caren Coll

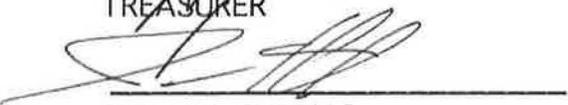
LAKE LOCAL SCHOOLS  
MILLBURY, OHIO

**EXTENDED CONTRACT CERTIFICATE**  
(SECTION 5705.412, O.R.C.)

It is hereby certified, with respect to the Master Contract with the Ohio Association of Public School Employees, attached hereto, that the Lake Local School District has in effect, for the length of the contract, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program for the period of time beginning **July 1, 2013 through June 30, 2016.**

8/26/2013  
Date

  
TREASURER

  
SUPERINTENDENT

  
PRESIDENT OF THE BOARD  
LAKE LOCAL SCHOOLS