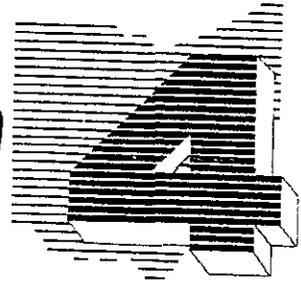


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OAPSE/AFSCME Local 4/AFL-CIO

## NEGOTIATED AGREEMENT

LORAIN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES  
CHAPTER 377

**JULY 1, 2013 – JUNE 30, 2016**

**ORIGINAL**

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## RECOGNITION

The Lorain City School District Board of Education (Board of Education) hereby recognize the Ohio Association of Public School Employees (OAPSE) on behalf of Local #377 which is affiliated with AFSCME and the AFL-CIO, as the sole and exclusive bargaining representative for all the employees now employed, or to be employed, in the following described unit.

The bargaining unit includes all full-time and regular part-time employees in the following classifications:

**Cleaner**

**Courier**

For the purpose of this agreement, the above classifications (positions) shall be considered as a combined single unit. Specifically excluded from the unit are the Treasurer and the Treasurer's staff, non-represented staff, bus supervisor, casual and seasonal employees, substitutes, administrative and supervisory staff and all other employees represented by another union. A regular part-time employee is defined as an employee who has been employed to work at least 20 hours per week for 36 weeks or more per school year August 1<sup>st</sup> through July 31<sup>st</sup>.

Any newly created position that involves bargaining unit work, the Board of Education and the Union shall meet and discuss wages, benefits, and working conditions of the newly created position(s). Should the Board of Education decide to end subcontracting of cafeteria services, the Board of Education and Union shall meet and negotiate benefits, and working conditions of the cafeteria operation.

The Board of Education of the Lorain City School District and OAPSE #377, do hereby agree that the welfare of the children of the City of Lorain is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

## PRINCIPLES

### A. Objectives

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the school employee personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matter of mutual concern.

### B. School Employees

The workers in this school system must be persons of high moral standards and they do recognize that their duties, which are concerned with the supplementation of the education

program, are of major importance. And, in order to contribute fully to the overall education system, they must do their work under satisfactory conditions.

School employees have the right to join or not to join any organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.

**C. Negotiation Procedure**

- (1) Either OAPSE #377 or the Board may initiate negotiations by letter of submission forwarded to the other party by April 1. Within fifteen (15) working days of receipt of said submission letter, the parties shall hold their first negotiation session, unless another date is otherwise mutually agreed upon.
- (2) The Board of Education, or the designated representative of the Board of Education, shall meet with representatives designated by the Union for the purpose of discussing and reaching agreement. All negotiations shall be conducted exclusively between said teams. Either party may be represented by no more than four (4) representatives, plus the field representative and/or attorney, the fourth representative may alternate depending upon discussion of topics.
- (3) Each negotiation session shall be conducted at a mutually agreed upon place and at a mutually agreed upon time. At each session, either party may request a decision on the date, time and place of a subsequent meeting. An effort shall be made to meet once each week until negotiations are completed.
- (4) All meetings shall be held in executive session.
- (5) Upon request of either party, the negotiation meetings may be recessed to permit the requesting party a reasonable period of time within which to caucus in privacy.
- (6) Prior to and during the period of negotiations, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- (7) The Board and the Union agree to meet in good faith, dealing with each other openly and fairly in a sincere effort to reach agreement on each item. It is understood that the Board and the Union shall be willing to react to each other's proposals, giving reasons for declining to accept proposals. Good faith recognizes negotiations as a shared process, and obligates the parties to abide by the terms of this agreement. Good faith does not compel either party to agree to a proposal or require the making of a concession.
- (8) Upon reaching tentative agreement, the Union shall seek ratification by the Local within fourteen (14) working days. The Union will provide all members a copy of the proposed contract. Members will have twenty-four (24) hours to examine said contract. Upon ratification by the Union and formal adoption by the Board of Education at its next

regular meeting, said Agreement shall become the contract between the parties for the effective period stated in the contract.

- (9) In the event the parties are unable to reach an agreement on all items by the termination date of this agreement or after sixty (60) calendar days from the first negotiations session, either party may declare impasse and use the services of the Federal Mediation and Conciliation Services (FMCS). The Board of Education and OAPSE #377 agree that the aforementioned Federal Mediation shall supersede all other disputed settlement procedures contained in ORC Section 4117.14.

### **FAIR SHARE FEE**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of OAPSE #377, a fair share fee for OAPSE's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

On July 15<sup>th</sup> of each contract year the employer will supply a list of all employees' names and addresses in the bargaining unit. Notice of the amount of the annual and/or pro-rata fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by OAPSE to the Treasurer of the Board no later than the first day of September of each contract year for all personnel presently on the rolls, or within 45 days of employment for new hires. The employer will transmit to the union the names and addresses of newly hired bargaining unit members monthly upon request.

Payroll deduction of such fair share fees shall begin at the second payroll period in September and be completed by the second pay in June of each year except that no fair share fee deductions shall be made for bargaining unit members employed after September 15<sup>th</sup> until after their second paycheck. New hires employed after February 1<sup>st</sup> will not be subject to the fair share fee until the following year.

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

OAPSE represents to the Board that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join OAPSE and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by OAPSE. Written authorization for deduction of fair share fees is not required.

OAPSE #377 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.

The employer is required to give the Union ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

The Union, at its cost, has the right to designate counsel to represent and defend the employer.

The employer agrees to: (a) give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceedings; (b) permit the affiliate or its affiliated organizations to intervene as a party if it so desires; and/or (c) to not oppose the affiliate or its affiliated organizations' application to file briefs amicus curiae in action.

The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision, provided, however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting fair share fee.

## ARTICLE 1

### PAID HOLIDAYS

**1.01** The following days that fall within the employee's work year shall be paid as holidays:

New Year's Day, Martin Luther King Day, President's Day (provided it is a school holiday in the Board Calendar), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day (provided it is a school holiday in the Board Calendar), Thanksgiving Day, Day after Thanksgiving, Christmas Day, plus two (2) other days during the Christmas break, as designated by the Superintendent. In addition, there shall be one (1) day for the employee's family picnic, which shall be a day during the week after dismissal of school.

**1.02** If New Year's Day, Christmas Day or Independence Day falls on Saturday, time off shall be granted on the Friday before, and if any of these days fall on Sunday, time off shall be granted on Monday and payment shall be made for the holiday.

- 1.03 Employees called out to work on a holiday by the Associate Director of Operations or his/her designee shall be paid time and one-half (1 1/2) their regular rate of pay for all hours worked, for a minimum of three (3) hours, in addition to their holiday pay.

## ARTICLE 2

### SENIORITY

- 2.01 Classification seniority shall be defined as the length of continuous service according to the length of time within a specific classification within the school district as a member of the Bargaining Unit. Accumulation of district-wide seniority shall begin from the employee's first working day in a bargaining unit classification. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work in a classification, position on the seniority list shall be determined by the Rules of the Lorain Civil Service Commission. Length of continuous service will not be interrupted or affected by authorized leaves of absence.
- 2.02 New employees shall be considered as probationary for the first ninety (90) work days in the position.
- A. During the first ninety (90) work days of a new employee, a probationary employee may be removed without cause and without recourse to the Lorain Civil Service Commission or the grievance procedure under the Agreement.
  - B. Upon completion of the probationary period, the employee shall be entered on the seniority list and shall rank in seniority from the first day of employment in the position, consistent with Lorain Civil Service Rules.
- 2.03 For the purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
- A. **Cleaner**
  - B. **Courier**
- 2.04 A seniority list shall be prepared and maintained in accordance with Lorain Civil Service Rules.
- 2.05 Seniority shall be lost by a bargaining unit member upon removal, discharge, resignation, retirement, voluntary transfer to a non-bargaining unit position or he/she is absent for five (5) consecutive days without notifying the employer. 2.06 Bargaining unit employees within a classification, who successfully bid on a position within another classification shall be on probation for sixty (60) work days. While on probation, the employee shall

be listed on the seniority list in the previous classification and be unable to bid on other job posting. Upon successful completion of an employee's probationary period, the employee shall be entered on the seniority list in the current classification.

### ARTICLE 3

#### PROMOTIONS, JOB POSTINGS AND TRANSFERS

**3.01 A.** A vacancy shall be defined as a new bargaining unit position created by the Board of Education or one which will be open for twenty-five (25) work days which the Board intends to fill. When such job vacancy occurs, the Board, within five (5) work days, shall post the position or notify the OAPSE President of its intent to eliminate the position.

**B.** When a vacancy occurs, the Board shall post the position in each building and on the internet for five (5) workdays. During the school year, the posting will be sent to the schools via the school courier and given to the building head custodian for posting in the custodial office. Any qualified employee within the classification may request the vacant position in writing not more than five (5) working days following the posting of such notice. In selecting the replacement employee, the Board of Education shall apply the following formula:

- (1) Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee within the affected classification apply, the vacancy shall be filled pursuant to the rules of the Lorain Civil Service Commission.
- (2) Seniority shall be governed by this Agreement and the rules and regulations of the Lorain Civil Service Commission.
- (3) The OAPSE President will be informed of all vacancies.

**C.** All vacancies shall be posted for a period of five (5) workdays. Said posting shall contain the following information:

- (1) Type of work.
- (2) Location of work.
- (3) Starting date.
- (4) Rate of pay.
- (5) Hours to be worked.
- (6) Classification.
- (7) Specialized qualifications as are determined by the Administration. Said specialized qualifications shall not be arbitrary or capricious for the position posted.

**3.02** Employment, seniority, transfer and promotion shall be governed by the rules and regulations of the Lorain City Civil Service Commission

- 3.03 Disputes as to employment, seniority, transfer and promotion shall not be subject to the grievance procedure, but shall be the exclusive jurisdiction of the Lorain City Civil Service Commission.
- 3.04 Adopted job descriptions are included in the back of this Agreement. In the event any change in the job description is intended, the Administration shall notify the OAPSE President to discuss the proposed change(s). The employee shall be provided the change within ten (10) work days.
- 3.05 When school closes or programs are transferred, thus allowing the for the possibility of transferring employees of this bargaining unit, the Administration will provide OAPSE #377 the opportunity to discuss the resulting changes, prior to any changes taking place. The Administration will schedule a meeting to discuss these changes ten (10) working days prior to any changes occurring.
- 3.06 When a cleaner is displaced from his assignment due to closings of a building or a building section and there are no vacancies to be filled, the displaced employee shall have the option of bumping into another building or another section of his current building or filling a vacancy. The displaced cleaner must indicate his choice of option within forty-eight (48) hours of being notified. If the cleaner is bumping into another building or another section of his/her building, he must bump the least senior cleaner if he has the seniority to do so. This process shall repeat with cleaners that are displaced until all positions are filled. Bargaining unit seniority shall be used for all bumping purposes described herein.
- 3.07 **Two Year Rule:** If a cleaner is transferred/reassigned because of the closing of a building or section of a building in which he/she was working, that cleaner will have an option to return to his/her original worksite if that building or section of a building is reopened within a two (2) year period, provided that the cleaner responds to the notice offering the option within one week of receiving it.

**ARTICLE 4**

**VACATIONS**

- 4.01 All members of the bargaining unit who are scheduled to work for 240 days or more during the contract year, shall be approved and granted paid vacations, excluding legal holidays, as follows:

<b>Years</b>	<b>7.5 Hour Employees</b>	<b>8 Hour Employees</b>
1 – 7	75.0 hours	80 hours
8 – 14	112.5 hours	120 hours
15 – 24	150.0 hours	160 hours
25+	187.5 hours	200 hours

Vacation shall be set forth in hours consistent with the employees work day. Employees shall submit vacation requests to the Associate Director of Operations or his/her designee for approval. Every effort shall be made to grant approval, except no approval shall be granted during the three (3) weeks prior to the start of school. Bargaining unit members on vacation shall be paid at their regular rate of pay for hours normally worked.

The August 1<sup>st</sup> following the employees date of hire shall be designated the date of the first year of service for the purposes of earning annual vacation leave. Each August 1<sup>st</sup> thereafter shall be the date of annual vacation eligibility. Current seniority roster shall be used to establish years credit for vacation purposes.

- 4.02 Unused vacation leave may be carried forward to the following year. Carrying forward more than two (2) years vacation leave requires prior approval from the Associate Director of Operations or his/her designee and the Superintendent.

The provision of this Article shall be pursuant to ORC 4117.10 (A) and take precedence and supercede the provisions of ORC 3319.084

## ARTICLE 5

### WORK WEEK AND OVERTIME PAY

- 5.01 The standard work week is forty (40) hours as designated by the State of Ohio statute. The hourly schedule shall be prescribed by the employer. Overtime is paid at time and one-half (1 1/2) the regular hourly rate as determined by Ohio and Federal statute.

Cleaners shall work no less than eight (8) hours per day, twelve months a year.

No later than July 15<sup>th</sup>, the Board shall provide bargaining unit employees with their annual salary notifications which shall include: work hours, step on the salary grid, pay rate, and vacation entitlement. In a year of negotiations when negotiations are not complete at July 15<sup>th</sup>, the Board shall provide employees with their annual salary notification within ten (10) workdays of Union ratification and Board adoption of the successor agreement.

- 5.02 The opportunity for available extra time within a building shall be distributed by seniority in a fair and equal basis so far as is practicable. In carrying out this policy, a form providing for a list of names of all building employees in seniority order shall be maintained and posted; on which shall be recorded the dates extra time has been offered and the date the extra time has been worked. Each employee offered extra time shall sign the form indicating whether the extra time is accepted or refused. Once having been offered extra time, the employee shall not be eligible for the next offers of extra time until all other building employees have received offers of extra time, and the rotation has been completed. The rotation offer shall be used and continued without regard for the

number of extra hours involved and this procedure shall constitute a fair and equal distribution.

Extra time shall first be offered by seniority to employees within the building where the extra time is available, then by seniority to regular building employees throughout the District when there is sufficient advance notice. Substitute help shall only be used in the event that regular building employees are not available for such work.

In a situation when additional hours are provided to employees when substitutes cannot be provided for absent employees, this time shall be divided into one, two or three-hour segments depending upon that which is practicable under the circumstances. If these additional hours are refused by building employees, they may be assigned to them in reverse seniority order.

The Board shall assign the most senior qualified bargaining unit cleaner desiring to substitute for the courier to be the substitute courier during times the regular courier is absent. The substitute courier shall cover the absences of the courier until such time as he/she loses his/her qualifications or resigns the substitute position. The substitute courier shall be paid the courier rate of pay for all hours worked in the courier position.

- 5.03** The summer work schedule will be set by the Administration after discussion with the Union utilizing the "concerns meeting" process. Work hours will be scheduled around building use and activities and may involve work on weekends during the period of deep summer cleaning. Working weekends during deep summer cleaning shall be voluntary; however, if there are not enough volunteers for the needed work, the Supervisor may assign the required number of cleaners for the weekend work on a reverse seniority basis. No Cleaner shall be assigned to work weekends if it interferes with religious practices.
- 5.04** All regular work schedules of employment shall not be subject to broken hours unless the employee by his or her choice approved such a split shift. Nothing in this section precludes the administration from requiring the employee to work at other times.
- 5.05** When an employee is called in after leaving the school premises from the regularly scheduled work day to provide services resulting from an unscheduled work requirement, compensation shall be provided for a minimum of three (3) hours at time and one-half. If the time required for the unscheduled work activity exceeds three hours, the rate shall revert to regular time until the eight hours per day are exceeded with the understanding that the last three (3) hours are at the premium rate.
- 5.06** The standard work week is Monday through Friday. Employees shall be paid time and one-half (1 1/2) for all hours worked over forty (40) in a work week. Holidays are set forth in Article 1 and any other days the Board may declare shall be counted as time worked for the purposes of determining the forty hour work week. Employees called in for extra work on weekends shall be guaranteed three (3) hours of work or pay.

- 5.07 All hours worked over eight (8) per day shall be paid at one and one-half (1/2) the employee's regular rate.
- 5.08 Any employee required to remain on the job for a period longer than their normal scheduled hours for meeting purposes shall be paid at a guarantee of two (2) hours work or pay provided the reason is for other than normal overtime work.
- 5.09 A principle of a cleanup period of ample time which shall generally be defined as approximately five (5) minutes shall exist, which shall be uniformly applied in all buildings. This shall not apply to any employee required to work beyond their regular shift.
- 5.10 Those working eight (8) hours must take one-half (1/2) hour for lunch on their own time and are entitled to a 10-minute break in the first four (4) hours and a 10-minute break in the second four (4) hours. The one-half (1/2) hour lunch break shall be uninterrupted; however, flexible scheduling shall prevail.
- 5.11 A. No bargaining unit employee shall be required to work on a day when the school district is closed as a result of snow or other emergency, except under the following circumstance. If the immediate supervisor determines that employees are needed to work on a day when the school district is closed due to snow or other emergency, he/she may request them to report to work by contacting them in seniority order. In the event that not enough employees accept the work, the immediate supervisor may require the employees to report to work by issuing assignments in reverse seniority order. Employees working on a snow or other emergency day will be paid the regular rate of pay for all time worked in addition to the calamity day pay. Employees shall be paid for no less than three (3) hours of work.
- B. All members of the bargaining unit shall receive full compensation for days when the school district is closed for snow or other emergency.
- C. Employees who report to work prior to the public (T.V., radio, etc.) or personal (telephone) notification of school closing, shall be paid a minimum of one (1) hour at their regular hourly rate or the hours worked.

## ARTICLE 6

### PROFESSIONAL MEETINGS

- 6.01 Members of the bargaining unit shall be permitted to attend professional meetings without loss of pay upon application and approval.
- 6.02 If the annual district meeting of OAPSE is scheduled on a workday when school is not in session, all those regularly employed shall be permitted to attend without loss of pay upon approval by the appropriate supervisor. Proof of attendance may be required.

- 6.03 Authorized delegates shall be granted time without loss of pay to attend the annual State OAPSE Convention, OAPSE State departmental workshops, and AACSE national conferences. The maximum total time allowed for such persons shall be twelve (12) days per year (for all delegates combined).
- 6.04 All regular employees in good standing of Local #377 shall be permitted to attend Local #377 meetings held once each month at 8:00 p.m. Reasonable time schedule adjustments shall be granted to permit attendance at said meetings without loss of pay.
- 6.05 Time off shall be granted for the president or his/her designee and the appropriate parties for negotiations and/or grievance hearings to attend without loss of pay. There is to be no reduction in hours worked.
- 6.06 One In-service day will be scheduled by the Board for all employees covered by this Agreement. At the beginning of each school year, the Labor-Management Committee shall meet to discuss the In-service day program. The employees will be paid for this day based upon their regular schedule. If following the In-service program an employee is required to return to work for an unscheduled assignment, that employee shall be paid in accordance with the provisions set for in Sections 5.05 and 5.07.

#### ARTICLE 7

#### JURY DUTY

An employee who serves on jury duty shall be paid the difference between the pay for that duty and the regular pay provided proof of service and pay is submitted. Jury duty shall not be charged to sick leave or vacation time.

#### ARTICLE 8

#### SALARY - A

- 8.01 School employees placement on the Board of Education's adopted salary schedule shall be based upon training, experience, and other qualifications, but in no event shall be less than the level that matches their years of service with the District.
- 8.02 Employee compensation shall be uniform for like positions except for salary increments based upon length of service. Additional longevity pay shall be added to the hourly rate set forth in the wage grid as follows:
1. After five (5) continuous years of service, the Board shall add ten cents (\$.10) to the employee's hourly rate set forth in the wage schedule for every year of employment. Example: At the beginning of year six, an employee will receive fifty cents (\$.50) per hour in longevity added to his/her rate of pay (\$.10 x 5 years). Effective July 1, 2013, at the beginning of year 11, an employee shall receive \$1.00 per hour in longevity pay; at the beginning of year 16, an employee shall receive \$1.60 per hour in longevity pay; and, at the beginning of year 21 an employee shall receive \$2.00 per hour longevity pay.

- 8.03 Compensation to the employee shall be paid according to the attached schedule, which is hereby made a part of this agreement.
- 8.04 Wage schedules effective July 1, 2013 are attached as Exhibit C and D.
- 8.05 The Board of Education shall enter into a smock rental or purchase agreement to provide three (3) smocks a year to employees at Board expense. The Board shall arrange at its cost for one pair of shoes per year, appropriate for cleaning work, from at least two (2) vendors of the Board's choice and as specified by the Board. If an employee chooses to purchase his/her shoes from another vendor, the Board shall reimburse the employee up to the vendor's contracted price upon submission of a receipt. Any purchased shoes must comply with Board specifications.
- 8.06 All employees shall, by June 1, 2014, provide the District with an email address to which the Board shall electronically send to employees their pay stub. All employees shall have their pay directly deposited to the employees' bank.

In the event that all other employee groups agree, the Board shall have the right to change the pay period from once every two weeks to twice each month provided that the Board gives written notice to all employees at least ninety (90) days in advance and meets with the union to discuss the details of the transition.

#### ARTICLE 8 A

#### INCENTIVE PLAN

- 8.07 The parties agree to establish a joint committee comprised of three (3) representatives from the Union and three (3) representatives from management to develop for implementation a motivational Incentive Plan. This committee shall be established no later than October 15, 2009 and shall hold its first meeting no later than October 21<sup>st</sup>. At the first meeting of the committee the parties shall establish a timeline for this project. If the parties reach agreement on the feasibility of an Incentive Plan and the terms and conditions of the Plan, such agreement shall be reduced to a written Memorandum of Understanding and presented to the union membership for ratification and the Board for adoption. If adopted, the parties shall sign the Memorandum of Understanding, which then shall become part of the collectively bargained Agreement in force.

The merit pay plan developed by the Board shall be completed by December 31, 2009 and shall include a performance bonus pool of up to \$16,000 per year. The performance bonus pool shall be divided among the various buildings within the District on an equitable basis and the portion for each building shall be divided up amongst the cleaners on an equitable basis.

The basis for paying the merit bonuses shall be a quarterly evaluation of building cleanliness completed by the appropriate stake holders (teachers, custodians, principals).

## ARTICLE 8 B

### PERSONAL PROPERTY DAMAGE REIMBURSEMENT - C

- 8.08 The Board shall pay an employee up to five hundred dollars (\$500.00) for damages to his/her automobile or other personal property occurring while said employee is on school property performing his/her assignment. The employee making a claim under Article 8 – Personal Property Damage Reimbursement - C of the Agreement must submit receipts evidencing costs of the damages to be reimbursed.

## ARTICLE 9

### LEAVES

- 9.01 “Immediate family” means self, father, mother, sister, brother, spouse, child (includes stepchild and/or foster child), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.
- 9.02 All employees who are scheduled to work 178 or more days per school year shall be granted fifteen (15) days of sick leave per year, cumulative at the rate of 1 1/4 days per month. This sick leave shall be converted into hours as follows: Employees working seven and one-half (7 1/2) hours per day shall be granted 112.5 hours of sick leave per year, cumulative at the rate of 9.375 hours per month; employees working eight (8) hours per day shall be granted 120 hours of sick leave per year, cumulative at the rate of 10 hours per month. Total cumulative days shall be a maximum of 2250 hours for 7 1/2 hour per day employees and 2400 hours for 8 hour per day employees (equivalent to 300 days).
- 9.03 An employee who transfers from a public agency or school district shall be credited with the unused balance of the sick leave.
- 9.06 Employees may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees or children, pregnancy, and due to illness, injury or death in the employee’s immediate family
- 9.05 A. Personal Leave

Each employee shall be credited with 22.5 hours of personal leave each August 1<sup>st</sup> (24 hours for those working eight hours a day). Generally, no more than five (5) bargaining unit members can use these personal hours at the same time. Employees must request approval for personal leave from the Associate Director of Operations or his/her designee five (5) work days in advance of use. The Associate Director of Operations or his/her designee must approve or deny the request within two (2) work days. In the event of a justifiable emergency an employee may submit his/her request within two (2) work days after returning to work. Such request shall be approved. Personal Leave shall not accumulate from year to year. Unused Personal Leave for each

contract year shall be reimbursed at the employee's regular rate of pay by submission of a request for reimbursement to the Treasurer no later than August 31<sup>st</sup>. The Treasurer shall pay the employee with the second paycheck in September.

**B. Accrued Leave**

An employee shall be granted one (1) day of leave for each 375 hours accumulated by seven and one-half (7 1/2) hour employees or 400 hundred hours of accumulated sick leave for eight (8) hour employees (equivalent to 50 days). The employee shall submit a request for the Associate Director of Operations or his/her designee at least five (5) days in advance notice of the requested date of use. Accrued leave shall not be granted to more than one (1) employee per department per building. However, such additional requests for approval of accrued leave shall be at the sole discretion of the Associate Director of Operations or his/her designee based upon the needs of the school system and the availability of an adequate substitute, which approval shall not be unreasonably withheld. Accrued Leave shall not accumulate from year to year. Unused Accrued Leave for each contract year shall be reimbursed at the employee's regular rate of pay by submission of a request to the Treasurer no later than August 31<sup>st</sup>. The Treasurer shall pay the employee with the second paycheck in September.

**C. Assault Leave**

An employee who is absent due to injuries/illness sustained from an assault while performing his/her duties shall be paid at his/her regular rate of pay for said absence up to 150 hours in a year for seven and one-half (7 1/2) hour employees; up to 160 hours in a year for eight (8) hour employees. (Equivalent to 20 days). Such absence shall not be deducted from sick leave. To receive Assault Leave pay under this provision, the employee is required to file a report with the Board and the Police Department, and be available to cooperate in any prosecution of the alleged assailant(s). The employee may be required to furnish medical documentation of his/her injuries/illness from a licensed physician.

**D. Leave Guidelines**

- (1) Requests for leaves shall be given in writing on forms provided by the Board of Education.
- (2) Personal leave shall not replace sick leave nor extend sick leave days except in easily identifiable situations.

**E. Severance Pay**

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

- (1) Eligibility. Employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
  - (a) The individual retires from the school system.
  - (b) "Retirement" shall be defined as disability or service retirement under any state or municipal retirement system in this state.
  - (c) The individual must be eligible for disability or service retirement as of the last date of employment.
  - (d) The individual must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received in cash his/her retirement check.
  - (e) The individual must have not less than ten (10) years of service with this school district, the state or political subdivision.
  - (f) The individual must sign for severance check certifying criteria have been met.
  
- (2) Benefit Calculation. The amount of the benefit due an employee shall be calculated by:
  - (a) Multiplying the employee's accrued, but unused, sick leave by one-fourth (1/4).
  - (b) Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
  - (c) The amount of benefit calculated in step a, and step b shall not exceed the value of seventy-five (75) days of accrued, but unused, sick leave. This benefit shall be converted to hours, with seven and one-half (7 1/2) employees eligible for up to 562.50 hours of accrued, but unused sick leave and eight (8) hour employees eligible for up to 600 hours of accrued, but unused sick days.

Receipt of payment for accrued, but unused, sick leave shall eliminate all sick leave credits accrued by the employee. If an employee dies while in the employ of the Lorain City School District Board of Education, his/her severance pay to which he/she would

have been entitled, as calculated above, shall be paid to the beneficiary designated by the employee or his/her estate.

#### **9.06 Family and Medical Leave Act**

Members of the bargaining unit shall be entitled to leave as provided under the Family and Medical Leave Act (FMLA) of 1993. This Act provides that employees who have worked 1250 hours during the preceding 12-month period are allowed up to twelve (12) weeks of unpaid leave for certain qualifying reasons with Board paid group health insurance benefits. The employee is guaranteed reinstatement to his/her position upon return. An employee may take this leave once in any twelve-month period, provided the 1250 hours work requirement has been met.

### **ARTICLE 10**

#### **SUSPENSIONS, REDUCTIONS, DEMOTIONS AND REMOVALS**

##### **10.01 DISCIPLINE/DISCHARGE**

- A. No employee shall be disciplined without just cause. Disciplinary action may be taken for the following: incompetence, inefficiency, dishonesty, impairment due to drugs and/or alcohol, immoral or criminal behavior, child endangerment, insubordination, discourteous treatment of co-workers and/or the public, neglect of duty, violation of work rules, and any other acts of misfeasance, malfeasance or nonfeasance.
- B. Disciplinary action shall be administered on a progressive basis; however, it is understood that certain behavior may be so serious as to mandate immediate suspension and/or termination as set forth in Section E. Progressive discipline will be implemented as set forth below:
  - 1. On the occasion of the first violation, the Supervisor shall take the following action: Meet with the employee to discuss the matter; inform the employee of the nature of the problem and the action necessary to correct it; and inform the employee of the ramifications should another violation occur.
  - 2. Should a second violation occur, the Supervisor shall hold a second meeting with the employee at which time disciplinary action may be taken up to and including a written reprimand. The supervisor shall warn the employee that a third violation will result in more severe disciplinary action. If a written reprimand was issued, a copy shall be forwarded to the Superintendent's Office.

3. Additional Violations:
  - a. Should additional violations occur, the Supervisor shall take progressive disciplinary action as follows: Issue another written reprimand or recommend a suspension without pay for up to three (3) working days.
  - b. If suspension is recommended, the Supervisor shall prepare and forward to the Superintendent's Office written report describing the violation and summarizing the action recommended and its justification.
4. In cases involving serious misconduct, the Supervisor may immediately suspend the employee with or without pay depending on the nature of the violation, pending a hearing with the Superintendent.
5. Subsequent violations for the same offense shall be subject to further discipline up to and including termination.

### **C. DUE PROCESS**

Before an Employee may be suspended without pay, terminated, reduced or transferred for disciplinary reasons, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or designee. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The Employee shall have not less than forty-eight (48) hours written notice of the time and place of the preliminary hearing, which notice shall state the nature of the charges against him/her. Failure of the Employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the Employee of his/her right to such hearing. Any notices, copies of orders or recommendations required under this section may be served upon the employee in person, by certified or registered mail (with return receipt), or such other means which will afford the Employee reasonable notice thereof.
2. At the preliminary hearing, the Employee or his/her representative shall be given the opportunity to respond by way of explanation or defense.
3. Following the hearing, the Superintendent or designee may conduct a further investigation concerning all matters that may have been raised during the hearing or have otherwise come to his/her attention.

4. If further investigation is needed as determined by the Superintendent or designee which will affect the Superintendent's or designee's decision, the employee will be advised of such additional information and may meet with the Superintendent or designee rendering his/her decision.
5. The employee shall be notified in writing of any action taken.
6. The employee may be accompanied by a representative of his/her choice at any disciplinary meeting. If the allegations made could lead to criminal action, the employee shall have the right to be represented by legal counsel.

#### **D. APPEAL**

1. An employee who has been recommended by the Superintendent or designee to be terminated, or suspended without pay, or to receive a disciplinary transfer or reduction which results in economic loss to the Employee, he/she may appeal to the Board by filing a written notice with the Treasurer within ten (10) days of the disciplinary action. All other appeals of discipline shall be handled through normal steps of the grievance procedure.
2. A hearing shall be conducted by the Board in Executive Session at its next regular meeting or at a special meeting called for such purpose. The employee and the Board may be represented by legal counsel or other representative of choice. At such hearing, the Employee shall have the right to present evidence and call witnesses.
3. The Board's decision shall be in writing and shall be served on the Employee.
4. The decision of the Board may be appealed to arbitration beginning at Step IV Arbitration of the grievance procedure. Unless appealed to arbitration, the Board's decision shall be final.

#### **E. SUSPENSION PENDING DISCIPLINE PROCEEDINGS**

If, in judgment of the Superintendent, the nature of the charges against an Employee is such that the Employee should be removed following a preliminary hearing as provided in Paragraph C1, the Employee may be suspended with or without pay pending final resolution of the disciplinary proceedings. If the employee is not found guilty of the disciplinary charges, the Administration shall remove all references to the matter from the employee's personnel file and make the employee whole for any lost wages and benefits.

## **F. CONFERENCES**

Any meeting at which disciplinary or corrective action may occur shall taken place in a private setting.

- 10.02** The Appeals of any suspension of more than three (3) working days or the removal shall be governed by O.R.C. Section 124.34 and the rules of the Lorain Civil Service Commission.
- 10.03** Progressive Discipline on Absenteeism and A.W.O.L. offenses shall be governed by the mutually agreed upon policy as printed in the Appendix of said Contract.

## **ARTICLE 11**

### **PAYROLL DEDUCTIONS FOR STATE AND LOCAL DUES**

- 11.01** The Board agrees to deduct from the pay of school employee's dues for the Ohio Association of Public School Employees and the local union when so authorized in writing by each employee desirous of having dues deducted.
- 11.02** The Board of Education shall deduct State and Local dues in equal installments based on months worked, beginning with the last pay of September. The list of names must be in the Treasurer's office by September 1<sup>st</sup> of each year. The monies deducted shall be forwarded to the OAPSE State Treasurer. The Board Treasurer shall provide a printout of the membership along with its monthly deduction. No charge shall be made for deductions.
- This section shall not be construed to require a closed shop.
- 11.03** Individual authorization forms for dues deductions shall be furnished by Local #377 and, when executed, shall be filed by Local #377 with the school district Treasurer.
- 11.04** Dues deduction authorizations, once filed, shall continue in effect until revoked by the employee on a form provided by Local #377. Dues deduction can also be revoked by written statement filed with the Treasurer; provided that a revocation filed within five (5) days prior to the first working day of a school year shall not be effective until the first scheduled dues deduction of the succeeding school year.
- 11.05** Dues deductions shall be transmitted by the Board Treasurer to the State Association Treasurer, within ten (10) working days after such deductions are made.
- 11.06** The right to refund to the school employee, monies deducted from their pay, shall lie solely with the State Association Treasurer. The Local #377 agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to OAPSE

whenever the deduction is in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.

## ARTICLE 12

### INSURANCE PROGRAM

- 12.01** All members of the bargaining unit regularly scheduled to work thirty (30) or more hours per week shall be offered the same schedule of health benefits (for hospitalization, medical, dental, vision and prescription drugs) as the Board of Education provides to certificated employees. Part-time employees as defined in this Section shall receive single plan coverage.
- 12.02** Each member of the bargaining unit working 30 or more hours per week shall receive a \$30,000.00 term life insurance policy.

## ARTICLE 13

### GRIEVANCE PROCEDURES

A "grievance" is defined as any alleged violation of the contract or any dispute with respect to its meaning or application. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance and arbitration procedures.

- 13.01** A dispute, disagreement or difference arising between any member of the bargaining unit and the administration or Board shall be handled initially by direct contact between the employee and the building principal, director, supervisor, or head custodian as may be appropriate under the circumstances. If not settled in this manner and if the dispute, disagreement or difference concerns the disciplinary action taken or interpretation or application of recognized work rules or practices, a grievance then may be written by the employee on a standard form to be supplied by the administration stating the facts including the name of the individual or individuals involved and the basis for the grievance. The formal grievance shall be signed by the grievant and mailed to the Superintendent's designee. If a grievance is not so filed within twenty (20) workdays of its occurrence, it shall no longer exist.
- 13.02** Step 1. No later than five (5) days after a grievance is filed, the Superintendent's designee shall notify the employee of the date, time and location of the meeting in Step 1, which date shall be no later than ten (10) days after the notification date. At that meeting, which shall be before the Superintendent's designee, the grievant shall be present. Not later than five (5) days following the date of the meeting in Step 1, the Superintendent's designee shall submit a written disposition to the employee involved in the grievance.
- 13.03** Step 2. If the grievance is not settled at Step 1, the employee may, within ten (10) days after receipt of the written disposition of Step 1, submit to the Superintendent's designee

a written request for a meeting in Step 2 for the purpose of settling the grievance. Not later than five (5) days after receipt of such a request the employee shall be notified of the time and location of the meeting in Step 2, which date shall be no later than ten (10) days after the date of notification.

The meeting at Step 2 shall be before the Superintendent and such member or members of the Superintendent's staff, as he shall designate. The grievant shall be present. Not later than five (5) days after the conclusion of the hearing in Step 2, the Superintendent shall submit his/her disposition in writing to the employee involved in the grievance.

- 13.04 Step 3.** If, after receiving the decision of the Superintendent and/or his/her designated representative(s), the aggrieved is not satisfied with the decision, the grievant may request arbitration. Arbitration must be requested in writing within five (5) days after receipt of the written answer given by the Superintendent under Step 2 of the Grievance Procedure.

Any grievance which has been appealed to arbitration may upon agreement of the parties, be referred to grievance mediation as provided herein.

- a. If grievance mediation is agreed to, the parties shall attempt to select a mediator by mutual agreement. If they are unable to agree on a mediator, then they shall jointly request that the Federal Mediation and Conciliation Service appoint a mediator at no cost to either party.
- b. Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the mediation shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding review of facts or arguments. Written materials presented to the mediator will be returned to the party submitting them at the conclusion of the conference.
- c. If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer -- a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. Any such advisory opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator or the parties, and no settlement offers made by the parties, may be referenced or introduced into evidence at any subsequent arbitration.

No grievance shall be processed to arbitration unless the Union agrees to represent the grievant.

- 13.05 Arbitration** Within five (5) working days after the notice requesting arbitration has been served on the Superintendent, the parties shall immediately and jointly request the Federal Mediation and Conciliation Service to submit to them a panel of arbitrators from which the Board and the Union shall alternately strike names until one name remains, and this person shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify this contract.

The cost of the arbitrator shall be paid by the loser.

**13.06** At any of the Steps hereinbefore set forth the employee may appear:

- A. Alone on their own behalf; or
- B. Accompanied by a representative of OAPSE; or
- C. Through another member of the bargaining unit other than an OAPSE representative provided that such person have written authorization from the grievant to act as his/her representative; or
- D. In the event of any disciplinary action to be taken against an employee, copy of such action shall be in writing to both the employee and the OAPSE Local President.
- E. Nothing herein shall be construed from limiting the employer from having additional representatives (not to exceed three individuals) present at any of the steps above.

**13.07** It is recognized that some problems cannot be subject to the grievance procedure provided herein since they are governed by the *Ohio Revised Code*. In such event, the provisions of the Code shall be followed and no grievance shall be processed.

**13.08** Nothing contained herein shall interfere with an employee's right to meet voluntarily with the administration.

**13.09** Failure in any step of this procedure to communicate the decision of the grievance within the time limit specified shall permit lodging an appeal to the next step of the procedure within the time allotted had the decision been given.

**13.10** The employee shall have the right to rebuttal for any documents appearing in his/her personnel file to which he/she shall have access at all times the Personnel Office is open.

**13.11** The grievance procedure set forth in this agreement shall be the exclusive method of reviewing and settling disputes between the Board and the Union and/or between the Board and an employee(s).

## ARTICLE 14

### BOARD OF EDUCATION RIGHTS

- 14.01** The recognized employee Union agrees to cooperate with the Board and Administration to attain the best possible operation of the city school system in a manner consistent with fair and reasonable labor practices. The employee Union shall support the Board and Administration's effort to improve the physical condition of the schools, eliminate waste, conserve materials and supplies, establish efficient methods of operation and improve the services provided in the schools.
- 14.02** The Board of Education retains the sole right to manage the operation of the schools, including but by no means limited to the right to decide the duties to be performed, the tools, equipment, and machinery used in such performance, the manner of handling and storing equipment, to maintain order and efficiency in its operation, to hire, lay-off, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting times, to schedule overtime hours, to discipline, suspend or discharge employees for just cause, provided that none of these rights shall be exercised in a manner inconsistent with the other provisions of this agreement.
- 14.03** The Board also has the right consistent with the ADA to require health examinations at Board expense to determine eligibility for employment or continuation of employment, or transfer to a different job, or for other reasons considered appropriate.

## ARTICLE 15

### MISCELLANEOUS

- 15.01** The Board of Education, bargaining unit members and OAPSE agree to cooperate in the operation and maintenance of the School District's Health and Safety Committee established under authority of OSHA.
- 15.02** The Superintendent or his/her designated representative shall meet on a regular, but not more than monthly basis, if possible, during the school year with the OAPSE #377 concerns committee during which time problems and concerns not normally handled through the grievance procedure shall be discussed. These meetings shall be scheduled on the off hours of the OAPSE #377 representative or time adjustments shall be made to the work schedule. Every effort should be made to resolve individual problems with the immediate supervisor.

Meetings shall be instituted in the following manner: The committee will submit an agenda of subjects to be discussed with the Superintendent or his/her designated

representative, who shall have three (3) working days in which to reply to the agenda by either adding to or approving the agenda as submitted. Upon approval of the agenda, the committee shall meet with the Superintendent or his/her designated representative within five (5) days. The agenda shall provide an open forum for newly developed problems. If this schedule cannot be made, reason for delay shall be provided. Agenda items may not include matters under grievance consideration or negotiation issues.

- 15.03** Upon approval, OAPSE, Local #377 and its representatives shall have the right to use school building facilities when such facilities are not already in use. This shall be free of charge except if additional custodial services are required. The Board may then make standard charges as provided in the Building Use Policies. OAPSE #377 may conduct #377 business on school property provided such business does not interfere with or interrupt normal school operations and the work schedule of employees.

Upon approval, OAPSE Local #377 shall have the right to use school equipment on school premises for OAPSE #377 purposes when such equipment is not otherwise in use. Supplies for such equipment shall be furnished or paid for by OAPSE #377. OAPSE #377 shall pay the cost of repair or replacement of equipment damaged as a result of misuse by OAPSE #377.

## ARTICLE 16

### DURATION OF AGREEMENT

- 16.01** The provisions of this Agreement shall be effective as of July 1, 2013 and shall remain in full force until June 30, 2016 with the ability to reopen on wages, if a base wage increase is given to any other employee group after March 1, 2014. Changes may be made at any time by mutual consent.
- 16.02** For the duration of this agreement, the Union, its officers and/or its members, shall not engage in a strike, slowdown or withholding of service against the Lorain City Schools. The Union shall actively discourage any strike, slowdown, or withholding of services against the Lorain City Schools by members of its bargaining unit.

## ARTICLE 17

### SAVINGS CLAUSE

- 17.01** If any Court of competent jurisdiction or SERB determines that any provision in the Agreement is illegal, then such provision shall automatically terminate, and the remainder of this Agreement shall remain in full force and effect. This Agreement is subject to all existing Federal Statutes and Regulations; provided, should any change be made in any Federal Statute or Regulation, which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated and the remainder of this Agreement shall remain in full force and effect.

- 17.02 Should any provision become inoperative, either party may request a meeting to be held within ten (10) calendar days to re-negotiate such provisions under the terms of this Agreement

## ARTICLE 18

### SUB CONTRACTING

Employer will provide six (6) month advance notification in the event sub-contracting is going to be used to perform work normally performed by bargaining unit members.

## ARTICLE 19

### REDUCTION AND RECALL

- 19.01 Employees shall be reduced and recalled pursuant to the rules and regulations of the Lorain City Civil Service Commission.
- A. Employees laid off shall be subject to recall in order of seniority for a period of two years to the position from which they were reduced.
- 19.02 The Board of Education will continue payment of health care benefits for the next succeeding full month after a layoff.
- 19.03 In no case shall a reduction of any bargaining unit employee's hours or wages take effect until ten (10) workdays after written notice to the affected bargaining unit member(s) is given by the Employer.
- 19.04 Laid off bargaining unit members shall be recalled in order of seniority under the rules and regulations of the Lorain City Civil Service Commission.

## ARTICLE 20

### EVALUATION

An annual written evaluation of employees shall be made. The appropriate administrator shall meet with the employee to discuss his/her evaluation. The evaluation shall provide advice and direction for improvement. The employee must sign the forms used, to indicate he/she has seen and agrees or disagrees with the evaluation on the spaces provided to show that the employee has knowledge of its contents and that it will become part of the employees personnel record. Negative evaluations must be discussed in person with the evaluator. The person who will conduct evaluations will be the appropriate supervisor who must also sign the evaluation form.

The employee shall have the right to attach a rebuttal to the evaluation.

## ARTICLE 21

### JOB DESCRIPTIONS

For each classification there shall be a job description. The job descriptions shall be distributed to all bargaining unit members and employees newly hired by the District. The job descriptions will include a minimum:

- A. Job Title and Description.
- B. Minimum requirements.
- C. A statement of essential and non-essential tasks and responsibilities.

*Job Descriptions attached as Exhibits A & B.*

## ARTICLE 22

### EQUAL RIGHTS CLAUSE / P.E.O.P.L.E. DEDUCTION

**22.01** The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, handicap, disability, age or national origin.

#### **22.02 P.E.O.P.L.E Deduction**

**Section 1.** The Employer agrees to deduct voluntary contributions to the AFSCME International Union's Public Employees organized to Promote Equality (P.E.O.P.L.E.). Committee from the pay of any bargaining unit employee upon receipt of an individual written authorization card voluntarily executed by the employee provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time; and
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization, or upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job outside the bargaining unit; and
- C. The contribution amount shall be designed on the authorization card, and the employee shall provide the city with at least thirty (30) days advance notice of a change in the contribution amount.

**Section 2.** The Employer agrees to remit any deductions made pursuant to this Article to the Union with a statement containing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 3.** All P.E.O.P.L.E. contributions shall be made as a deduction separate from dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions to P.E.O.P.L.E. The Union agrees that it will indemnify and hold the Employer harmless for any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 23**  
**AGREEMENT**

This contract contains the full and complete agreement between the Board and the OAPSE #377 on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

ATTEST: Board of Education of Lorain City School District

By: Timothy Willrain \_\_\_\_\_ Date \_\_\_\_\_  
President of the Board

By: Amy Brund \_\_\_\_\_ Date 4-23-14  
Superintendent or Designee

Ohio Association of Public School Employees - Lorain City School Local No. 377  
Negotiating Committee

By: Teresa Bedard \_\_\_\_\_ Date 4-22-14  
President

By: Ann M. Tanner \_\_\_\_\_ Date 4-22-14  
OAPSE/AFSCME Field Representative

## APPENDIX A – CLEANER POSITION DESCRIPTION

**Title:** Cleaner  
**Department:** Operations  
**Reports To:** Assigned Administrator and/or building custodian  
**Salary Grade:** Per negotiated agreement  
**Date:** August 1, 2009

### **JOB SUMMARY:**

The job of Cleaner is to provide general cleaning services; and maintaining an attractive, sanitary and safe facility for students, staff and the public.

### **ESSENTIAL JOB FUNCTIONS:**

- Cleans assigned school facilities (e.g. classrooms, offices, restrooms, multipurpose rooms, carpets, walls, furniture, etc.) for the purpose of maintaining a sanitary, safe and attractive environment.
- Maintains floors (e.g. sweeps, wet/dry mops, dust mops, vacuums carpets, etc.) for the purpose of ensuring safety and proper maintenance of facility.
- Maintains supplies and equipment (e.g. cleaning solutions, paper products, vacuum, mops, etc.) for the purpose of ensuring the availability of items required to properly stock facilities.
- Removes trash and garbage for the purpose of maintaining a sanitary and safe environment.
- Responds to immediate safety and/or operational concerns for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning educational environment.
- Arranges tables, chairs, desks, etc. for the purpose of providing adequate preparation for classroom activities and events.

- Follow procedures for the use of chemical cleaners and power equipment, in order to prevent damage to floors and fixtures.
- Monitor building security and safety by performing such tasks as locking doors after operating hours and checking electrical appliance use to ensure that hazards are not created.
- Other duties or responsibilities as assigned.

**NON-ESSENTIAL JOB FUNCTIONS:**

- **Participates in team cleaning as needed.**
- Attends in service training (e.g. blood borne pathogens, cleaning solvents, floor care, first aid, etc.) for the purpose of receiving information on new and/or improved procedures.

**MINIMUM REQUIREMENTS:**

High school diploma or GED. Additional years of education and experience may be substituted for each other, as determined by Human Resources. Ability to read and write is a requirement of this position.

**WORKING CONDITIONS:**

While performing the duties of this job, the employee is regularly required to stand and use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to walk; sit; climb or balance; scoop; kneel; crouch or crawl; talk or hear; and use foot/feet to operate machines. Must be able to lift and/or move 50 lbs. This includes repetitive bending and lifting of items to stack or dump. Must be able to work under hot or cool, wet, and sometimes-dusty, and loud conditions.

**TERMS OF EMPLOYMENT:** As per the Collective Bargaining Agreement with OAPSE 377

**EVALUATION:** By assigned administrator

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future. Reasonable accommodations may be made to enable a person with a disability to perform the essential functions of the job.*

## APPENDIX B – COURIER POSITION DESCRIPTION

**Title:** Courier  
**Department:** Operations  
**Reports To:** Assigned Administrator and/or Operations Coordinator  
**Salary Grade:** Per negotiated agreement  
**Date:** August 1, 2009

### QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each performance responsibility satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Certified in accordance with the Lorain Civil Service Commission rules and regulations.
- Bondable.
- Insurance.
- Valid Ohio driver's license at all times.
- Ability to lift and carry up to 70 pounds.

**JOB GOAL:** To deliver all inter-school mail, packages, and bank deposits, as directed in a safe, accurate, and efficient manner.

### PERFORMANCE RESPONSIBILITIES:

#### I. Essential Duties:

- A. Transports all mail and packages to and from district sites.
- B. Collects money from the various cafeterias and delivers to the bank for deposit.
- C. Obeys all traffic laws.
- D. Is courteous to drivers of other vehicles.
- E. Exercises good judgment at all times.
- F. Any other duties assigned.

## **II. Non-Essential Duties:**

- A. Maintains the cleanliness of the assigned vehicle on a daily basis.
- B. Completes all required reports timely.

## **III. Physical & Environmental Responsibilities:**

- A. Required to stoop, kneel, crawl, lift, carry, push, pull, climb, balance and reach.
- B. Ability to work and operate assigned vehicle in all types of climatic conditions.
- C. Ability to maneuver body to shift, brake, and steer assigned vehicle.
- D. Ability to hear accurately, corrected or uncorrected.
- E. Ability to see, corrected or uncorrected.
- F. Ability to hear accurately, corrected or uncorrected.
- G. Potential exposure and handling of automotive fuels, fluids, and lubricants.
- H. Potential exposure to unruly students or adults.

## **IV. OSHA RESPONSIBILITIES:**

- A. Knows and uses safe work procedures.
- B. Recognizes job hazards and takes proper precautions to assure personal as well as fellow employee, and public safety.
- C. Informs supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
- D. Actively participates in safety programs and training.
- E. Immediately reports accidents, injuries, and near misses to supervisor.
- F. Reports to work in a condition to be able to work safely.
- G. Follows school district's Safety Plan.
- H. Attends all scheduled training sessions.

**TERMS OF EMPLOYMENT:** As determined by negotiated agreement.

**EVALUATION:** Annually by Operations Coordinator and/or assigned Administrator.

**FLSA STATUS:** Non-exempt

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

**EXHIBIT C – COMPENSATION PLAN  
EFFECTIVE 7/1/13**

**1. Cleaner:** The three levels of hourly rates of pay are as follows:

Entry Level (Old Steps 0-2)	Mid-Level (Old Steps 3-6)	High Level (Old Step 7 and higher)
\$10.35	\$11.40	\$13.50

**2. Courier:** The three levels of hourly rates of pay are as follows:

Entry Level (Old Steps 0-2)	Mid-Level (Old Steps 3-6)	High Level (Old Step 7 and higher)
\$10.96	\$11.88	\$15.60

**3. Longevity Pay** shall be implemented as set forth in Article 8A Section 8.02.

## APPENDIX D – IBB INTENT

### 1. Article 8B Merit Plan:

- a. Quarterly ratings will involve the building principal, head custodian, supervisor and cleaner.
  - b. Ratings will encompass a cleaner's assigned area
  - c. The Chief of Operations will draw up new procedures
2. Employees are required to report absences to both their supervisor and to the automated absence reporting line by telephone or online. Employees can also use a Kiosk in HR to assist them. Procedural sheets will be distributed.
  3. Information on Health insurance benefits will be given to employees on a calendar year basis for the coming January to December time period, effective immediately.
  4. Safety concerns have been tabled to a Safety Concerns Committee which shall include Cleaner representation. Cleaners shall submit to the Committee a list of all their safety concerns. The Committee will come up with a plan to address the safety concerns of the Cleaners as well as other District concerns.
  5. Upon the Union's presentation of its concerns over the manner in which cleaner absences are covered and the poor quality of substitute cleaners, the Board stated its intention to re-evaluate its process for hiring subs and covering absences.
  6. Upon the Union's presentation over the poor quality of new hires, often drawn from the pool of subs who cover cleaner absences, the Board stated its intention to re-evaluate its process of selecting new hires as set forth above.
  7. The Board presented its intent to revise its policy on a drug and alcohol free workplace. The Board indicated its intent to submit for review its draft of the revised policy and to afford employee groups to give input. The Board will provide copies of the official policy once it is adopted.

## *Absenteeism and A. W.O.L. Offenses*

Frequent or habitual absenteeism and or tardiness (either excused or unexcused) can seriously disrupt the schedules of coworkers and students and negatively effect and/or disrupt the normal routine of the District. Failure to meet acceptable attendance expectations will result in affirmative and progressive steps to encourage compliance with basic attendance standards. Failure to meet attendance expectations will include being considered habitually tardy or absent, A.W.O.L., and/or the pattern of sick leave abuse. Repeated failure to meet attendance expectations shall be subject to the disciplinary procedure as provided for in this Agreement up to and including termination.

*An employee can be considered habitually absent when:*

1. District records indicate a use of sick leave that leaves the employee at or near a zero sick leave balance that will be sixteen (16) hours or less on the books. Exceptions can be made for new employees with less than two (2) years service.
2. The repeated use of sick leave at a rate above the rate at which it is accumulated.
3. A pattern of sick leave abuse develops. Example: A repeated history of the same day or days of the week being taken as sick days or sick days being taken in conjunction with days off.

Note: An exception to number 1 and 2 should or could be when an employee has a serious personal illness/injury or there is a serious personal illness/injury to a member of his/her immediate family. This exception must be documented by a written medical explanation from a qualified licensed physician. Any other exceptions will be solely at the discretion of the Director of Operations or his/her designee.

*An employee will be considered A. W.O.L. when:*

1. Employee is tardy or fails to report for regularly scheduled work or assigned overtime without a valid excuse.
2. The employee records an incident of unauthorized lost time. Example: A request for the use of sick leave being disapproved for just reason, etc.
3. Employee fails to call the Operations Department giving appropriate notice and reason for the need to miss work. Any call-off notice that is less than four (4) hours prior to the start of the scheduled workday will be considered non-appropriate notice unless a valid emergency prohibits this notice\_
- 4.

Note: Whenever an employee is late for work or records an incident of lost time, he/she shall submit a written explanation to the immediate supervisor (custodian/principal). If in the opinion of the Director of Operations or his/her designee, the employee's explanation is unacceptable, the supervisor will notify the Treasurer that the employee be docked in pay for the time absent and will be disciplined accordingly. The employee is not given the option of taking any other leave time options for unacceptable tardiness.

# Lorain City Schools

Lorain City School

## APPLICATION AND AFFIDAVIT FOR USE OF SICK LEAVE

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

Said employee is hereby completing and signing an affidavit for the use of sick leave as provided in Section 124.38 ORC, and that the use of such sick leave is justified for the following reason:

\_\_\_\_\_ 1. Personal illness: Nature of illness: \_\_\_\_\_

\_\_\_\_\_ 2. Personal injury: Nature of injury: \_\_\_\_\_

\_\_\_\_\_ 3. Illness or injury in immediate family: \_\_\_\_\_  
( Name and Relationship)

\_\_\_\_\_ 4. Death in immediate family: \_\_\_\_\_  
( Name and Relationship)

\_\_\_\_\_ 5. Exposure to contagious disease: \_\_\_\_\_  
(Type) (Name of Person)

\_\_\_\_\_ 6. Were you hospitalized? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, name of hospital: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ 7. Were you attended by a physician? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, name of physician: \_\_\_\_\_ Date(s) \_\_\_\_\_

I, the undersigned, state that my absence from work for the above mentioned period(s) (was) (will be)\* caused by the above checked reason and I (was) (will be)\* wholly unable to perform my official duties because of same and that the above statements are true to the best of my knowledge and behalf.  
\*(Strike out words not applicable in oath)

I hereby request \_\_\_\_\_ days of sick leave beginning \_\_\_\_\_, \_\_\_\_\_ M,  
and ending \_\_\_\_\_, \_\_\_\_\_ M, \_\_\_\_\_.

Employee's Signature \_\_\_\_\_

### FOR THE PRINCIPAL:

Total days of absence this school year including this absence: \_\_\_\_\_ days.

Comment on frequency of absence and any additional information: \_\_\_\_\_

Date \_\_\_\_\_ Principal's Initials \_\_\_\_\_ Director of Personnel \_\_\_\_\_

Article VII D of the Rules and Regulations of the Lorain Board of Education provide:

### CUMULATIVE SICK LEAVE

1. **When Sick Leave Allowance of a Year Becomes Available** -- All new full time employees of the Board of Education, except those on hourly rates, will be credited with five days leave at the beginning of the school year.
2. **Accumulated Sick Leave** -- Unused sick leave shall be accumulative to the maximum.
3. **Reemployment and Sick Leave** -- Previously accumulated sick leave may be used upon return to employment of the Lorain City Schools.
4. **Limitations and requirements for Sick Leave Allowance** -- No salary payment for days of absence under sick leave provisions shall be made to any employee except as provided by these rules and regulations:
  - a. **Personal illness or injury** - For an absence resulting from personal illness or injury and not exceeding three weeks, the sick leave affidavit form will usually suffice.
  - b. **Physician's Statement** - The administration may require a physician's statement of any employee whose absence suggest study. Employees who because of religious convictions object to using the services of a doctor may submit a certificate signed by a Christian Science practitioner, or a comparable official of their own sect.
  - c. **Exposure to Contagious Disease** - In the case of exposure to contagious disease which could be communicated to other employees, the approval of the school doctor must be presented for the entire period of absence. In case the exposure involves quarantine resulting from the illness of another person, the certificate of the attending physician or a public health official shall be presented for the entire period of absence.
  - d. **Illness in Family** - In case of critical illness of or accident to an employee's parent, child, spouse, or a member of the immediate household of the employee, the said employee may be absent from duty for one day and any additional days approved by the Superintendent for each such illness or accident without loss of pay, provided, however, that the employee shall be required to furnish a certificate from a recognized hospital or the attending doctor in support of his claim of exemption from salary loss.
  - e. **Death in the Immediate Family** - "Immediate Family" shall be interpreted to include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and spouse's grandparents. Child includes stepchild and/or foster child.
5. **Examination Upon Return from Sick Leave** -- An employee who has been absent because of personal illness for more than three days may be required to have a doctor's examination.

### General Guidelines

The personal illness or injury must be of such severity as to incapacitate the employee from performing his or her job responsibility.

Contagious diseases are limited to those which involve quarantine.

For cases involving injury, workman's compensation forms are available at the Clerk-Treasurer's office, most doctors, and emergency rooms or hospitals. Action must be initiated by the employee.



Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division



OMB Control Number: 1215-0181  
Expires: 12/31/2011

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

PART A: MEDICAL FACTS

1. Approximate date condition commenced: \_\_\_\_\_

2. Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? \_\_\_ No \_\_\_ Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_ No \_\_\_ Yes.

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? \_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date:

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: \_\_\_ No \_\_\_ Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?  No  Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition?  No  Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
 No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?  No  Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups? No   
Yes. If so, explain:

\_\_\_\_\_

\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Employer Name  
**LORAIN CITY SCHOOLS**  
**EMPLOYEE'S REPORT OF INCIDENT AND INJURY**  
**PLEASE PRINT IN INK To be completed by Employee**

Name _____	Social Sec. No. _____
Home Address _____	Birth Date _____ Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
City/State/Zip _____	Telephone: (     ) _____
Date of injury or onset of symptoms _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Describe what caused the injury/symptoms, what were you doing just before the incident, and what you did after the incident (if you need more space, write on the back of this form). Be specific - name any objects or substances involved:	
Did you report this incident to anyone? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, why not? _____	
If yes, to whom did you report it? _____	Title/Position _____ When? _____
Did anyone else see what happened? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who? _____	
Where did the injury occur? Building location: _____	
What part(s) of your body was/were affected? BE SPECIFIC: for example. right elbow. left knee, right index finger) _____	
What type of injury did you experience? (BE SPECIFIC: for example, bruise, scrape, laceration, pull) _____	
Was any first aid provided at the scene? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: _____	
Did you seek other medical treatment? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____	
Where? _____	If treatment was not sought immediately, explain why: _____
Is this an aggravation of a previous injury/symptom? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when were you last treated for the previous injury? _____	
By whom? _____	
Have you ever had a similar injury? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe other injury _____	
<b>MEDICAL RELEASE</b>	
<i>Under current workers' compensation law, the employer is entitled to a signed medical release</i>	
I hereby authorize any person or persons who have in the past or will in the future medically attend, treat or examine me, or any person who may have information of any kind which may be used to reach a decision in any claim for injury or disease arising from the injury/illness described above, to disclose such information to my employer, CompManagement Health Systems, Inc. and employer designated representative. A copy of this form will serve as the original.	
Employee Name (print) _____	Date (required) _____
Employee Signature _____	

White copy: Finance      Yellow Copy: Employee      Pink Copy: Building      Gold Copy: Safety Compliance Officer



**Lorain City Schools**  
**Fingerprinting Release Form**

Human Resources Contact: Jordan Leto - 233-2262 or Mike Ciu – 233-2311

- Ohio Check only-\$22 → • FBI Check only - \$24
- Both Ohio & FBI - \$46 → • Volunteer- no charge per Board Policy

**Items needed at appointment**

1. This completed form
2. Driver's license or state ID card
3. Exact Cash, Check or Money Order made payable to Lorain City Schools

**PLEASE TYPE OR PRINT THE FOLLOWING**

Name:	Social Security #:	
Address:	City:	Zip Code:
Date of Birth:	School:	

*I hereby certify that I have given Lorain City Schools permission to obtain a copy of any arrest or conviction record pertaining to me in the file of the Ohio Bureau of Criminal Identification & Investigation and/or the Federal Bureau of Investigation. I understand that, if the release is statutorily required as a condition of employment, or being a volunteer, the Board of Education will be provided with any additional arrest or conviction record pertaining to me entered into the files of the Ohio Bureau of Criminal Identification or Investigation and/or the Federal Bureau of Investigation for a period of one (1) year following the date of the execution of this release. I hereby release the Ohio Bureau of Criminal Identification and Investigation, the Federal Bureau of Investigation, the Board of Education, and all individuals connected therewith from all liability in connection with the dissemination of such arrest and conviction data.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_