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NEGOTIATED AGREEMENT

BETWEEN

**THE SOUTHWEST LICKING LOCAL
BOARD OF EDUCATION**

AND

THE TEAMSTERS LOCAL UNION NO. 413

MAINTENANCE AND GROUNDS/MAINTENANCE UNIT

JULY 1, 2014 - JUNE 30, 2017

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AGREEMENT

This Agreement, entered into this 16th day of October, 2014 between the Southwest Licking School District Board of Education, (hereinafter “the Board”) and Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters (hereinafter "the Union").

ARTICLE 1 RECOGNITION

- 1.1** The Board recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all bargaining unit employees in the following positions: Maintenance Assistant (hereinafter “Maintenance”) and Grounds/Maintenance (hereinafter “Grounds”) employed by the Board, excluding all other bargaining unit employees and classifications, as certified by SERB on May 4, 2006 subsequent to the election conducted on April 4, 2006, in Case No. 05-REP-05-0077. See SERB certification attached as Appendix A.
- 1.2 New Positions:** When new positions that have a community of interest with the current bargaining unit are created by the Board or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Board and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination regarding the inclusion or exclusion of the position(s) in the bargaining unit. Should such positions be determined to be included in the bargaining unit, the Board and the Union shall meet to determine the appropriate wage for the position(s).

ARTICLE 2 UNION MEMBERSHIP

- 2.1 Union Membership:** Subject to the provisions in Section 2.1.3 and 2.1.4, all bargaining unit employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All bargaining unit employees hired after the effective date of this Agreement may become and remain members in good standing.
 - 2.1.1 New Hires:** The Board will notify the Union in writing of all new hires by routinely providing the Steward with a copy of the agenda for each Board meeting and a copy of approved minutes from each Board meeting. In addition, the Union shall be provided the new bargaining unit employee’s name, mailing address, telephone number if the bargaining unit employee releases such information for publication in the staff directory.
 - 2.1.2 Dues Check-off:** A bargaining unit employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Treasurer an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Board shall deduct such dues from the wages of said bargaining unit employee each of the two normal pay periods each month in equal installments. The amounts deducted in any month shall be paid to the Union by the last business day of the current month.
 - 2.1.3 List Of Union Membership:** The Union shall timely provide to the Treasurer a statement of the total monthly amount of Union related withholding that should be made for each bargaining unit employee.

- 2.1.4 Fair Share Provision:** It is agreed that all bargaining unit employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any bargaining unit employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Board from the wages of the bargaining unit employee and its payment to the Union is automatic and does not require the written authorization of the bargaining unit employee.
- 2.1.5 Bona Fide Religious Exemption:** All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to bona fide religious exemption.
- 2.1.6 Rebate Procedure:** The Union represents to the Board that:
- a. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09 (c) of the Ohio Revised Code;
 - b. A procedure for challenging the amount of the fair share fee had been established and will be given to each bargaining unit employee who does not join the Union; and
 - c. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio. Where applicable, annually, the Union shall provide the Board, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may omit any information which sets forth amounts of monies the Union spends in various categories, or other specific information not necessary to comply with constitutional requirements.

ARTICLE 3 BARGAINING UNIT EMPLOYEE RIGHTS

3.1 Personnel Files:

- 3.1.1** The official personnel files of each bargaining unit employee shall be maintained at the Board's central administration office. No other permanent file shall be maintained.
- 3.1.2** Any bargaining unit employee shall have the right to examine and/or obtain copies of any material from his/her personnel file at the applicable copy charge. Bargaining unit employees shall be permitted to inspect their files during regular office hours upon request. Bargaining unit employees shall be permitted to prepare a written response to evaluations and/or discipline in his/her personnel file and such written response shall be placed in the bargaining unit employee's personnel file.

- 3.2 Fair Treatment:** All bargaining unit members will be treated fairly and equitably during the everyday operation of the Maintenance and Grounds/Maintenance departments.

**ARTICLE 4
UNION RIGHTS**

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

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

4.1.2 The Board agrees to provide one-half of the current bulletin board space in the maintenance shop for the use of the bargaining unit. The bulletin board may be used to post information and notices of matters of concern to the Union and shall not be used to post obscene or offensive information.

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

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

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

**ARTICLE 5
STEWARDS**

5.1 Stewards: The Board recognizes the right of the Union to designate one (1) steward and one (1) alternate from the bargaining unit for the purpose of administering this Agreement.

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

- 5.3 Union Business:** With reasonable advance notice, the steward and/or the alternate steward will be excused from work without loss of pay to attend to Union business, as necessary up to a total maximum of twenty (20) hours of paid leave each contract year; provided that, said absence shall not unduly disrupt the Board's operations. The request for time off from work under this section shall be in writing on a designated form. The twenty (20) hours provided herein shall not carry over from year to year.

ARTICLE 6 BARGAINING UNIT WORK

- 6.1** Job duties performed up to now by Maintenance bargaining unit employees shall be offered to Maintenance bargaining unit employees before being offered to non-bargaining unit employees, except that the Maintenance Supervisor may continue to perform such duties as he has done in the past.
- 6.2** Job duties performed up to now by the Grounds bargaining unit employee shall be offered to Grounds bargaining unit employee before being offered to non-bargaining unit employees, except that the Grounds Supervisor may continue to perform such duties as he has done in the past.
- 6.3** Snow and ice removal work that has historically been performed by the Grounds classification shall continue to be offered first to the Grounds bargaining unit employee. If there is more such work than can be performed in the necessary time frame by the Grounds bargaining unit employee, then such work shall be offered to the senior Maintenance bargaining unit employee who has been offered such work in the past before it is offered to any non-bargaining unit employees.

ARTICLE 7 GRIEVANCE PROCEDURES

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

A "work day" for purposes of this Article is a day from Monday through Friday that the Board office is open.

- 7.2 Procedure:** The aggrieved bargaining unit employee or the Union shall discuss the matter with the bargaining unit employee's immediate supervisor with the objective of resolving the issue informally.

Step 1

If the matter is not resolved informally, the aggrieved employee or the Union shall reduce any grievance to writing, on the grievance form attached as Appendix B to this Agreement, and present it to the employee's immediate supervisor within ten (10) work days of the event-giving rise to the grievance or of the date on which the employee or Union knew or should have known about the grievance. Within seven (7) work days of receipt of the grievance the supervisor, the Union representative, and the employee will meet. The supervisor will issue a written answer to the grievance within five (5) work days following the meeting to both the aggrieved employee and the Union representative.

Step 2

If the matter is not resolved to the satisfaction of the grievant and the Union at Step 1, the grievant may submit the grievance to the Superintendent or designee within five (5) work days following receipt of the Step 1 response. Within seven (7) work days of receipt of the grievance the Superintendent or designee, the Union representative, and the employee will meet. The Union representative may be the Union Business Agent as long as the Agent is available at the scheduled time of the meeting or is willing to extend grievance timelines at Step 2 as necessary to enable rescheduling of the meeting. The Superintendent can ask for agreed upon extension of the grievance timelines at Step 2. The Union Business Agent may choose, however, to send a designee (i.e., Steward) to the meeting instead. The Superintendent or designee will issue a written answer to the grievance within ten (10) work days following the meeting to both the aggrieved employee and the Union representative.

Step 3

If the matter is not resolved to the satisfaction of the grievant and the Union at Step 2, the parties may agree to submit the grievance to Federal Mediation and Conciliation Services (FMCS) mediation within ten (10) work days following receipt of the Step 2 response. The parties should attempt to agree on a FMCS mediator. In the event there is no agreement, the Union will request that FMCS appoint a mediator.

Step 4

If the matter is not resolved to the satisfaction of the grievant and the Union at Step 2 (or Step 3 if the parties agree to mediation), the Union may advance the dispute to arbitration by serving upon the Board written notice of the intent to submit the matter to arbitration within fifteen (15) work days following receipt of the Step 2 response or the date of mediation, whichever is applicable.

- 7.3 Selection of an Arbitrator:** The parties should attempt to agree on a neutral arbitrator to hear the grievance. In the event there is no agreement, either party may submit a request to the Federal Mediation and Conciliation Services (FMCS) to obtain a list of seven (7) arbitrators from which to select the arbitrator. In the event either party is dissatisfied, for any reason, with the entire panel of arbitrators, a second panel of seven (7) arbitrators shall be requested by the dissatisfied party from the FMCS. To select an arbitrator from the panel, each party shall alternatively strike a name from the list until only one name remains. The remaining name shall be the arbitrator.
- 7.4 Authority of the Arbitrator:** The arbitrator so selected will schedule a hearing at a mutually agreeable date. The arbitrator shall have no power to alter, amend, change, add to or subtract from or modify any of the provisions of this Agreement or any other written agreement made supplementary hereto but shall render a written decision and award resolving the controversy within sixty (60) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
- 7.5 Expenses of the Arbitrator:** The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be paid by the losing party, if the Arbitrator determines that the party's position lacked a good faith basis in law or fact. Otherwise, the compensation and expenses shall be shared equally by the parties.

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

ARTICLE 8 DISCIPLINE

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

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

Progressive Discipline

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

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

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

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

- 8.3 Bargaining Unit Employees Receipt of Discipline:** Bargaining unit employees shall be provided a copy of all discipline. When a bargaining unit employee is provided or shown a copy of written reprimands or other disciplinary documents, the bargaining unit employee shall acknowledge such receipt or opportunity for review by affixing his/her signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the bargaining unit employee with respect to the contents of the document.
- 8.4 Union Representation:** The Employer agrees that, for any interview with a bargaining unit employee that potentially may lead to discipline, the Employer will not proceed with the interview without offering the bargaining unit employee the opportunity to have one (1) Union representative (Steward or other available representative) present. Except in a serious offense situation requiring immediate investigation, a supervisor or administrator intending to question an employee about a situation that appears likely to lead to suspension or termination will notify the Union Business Agent and offer the Union Business Agent the opportunity to participate in the interview either by phone or in person within three (3) work days. In the event the Employer believes at the time of the interview that the issue may lead to the bargaining unit employee's termination, the bargaining unit employee shall have the right also to have the Union Business Agent present. The employee shall also have the right to have the Union Business Agent present at any *Loudermill* due process conference under Section 8.6 below. The Employer shall provide to the Union a copy of all discipline issued.
- 8.5** This Article supersedes and takes the place of ORC Sections governing the discipline of bargaining unit employees, including ORC Section 3319.081.
- 8.6 Pre-disciplinary Procedures:** Before imposing a demotion, suspension or discharge on an bargaining unit employee, the Employer shall hold a *Loudermill* due process conference with the bargaining unit employee to give the bargaining unit employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. If the Employer determines that the bargaining unit employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, and the conference is not held within seventy-two (72) hours after the Employer requests to schedule the conference, the Employer may then suspend the bargaining unit employee without pay pending the conference to determine final disciplinary action. If after the conference, the Employer determines suspension is not warranted, the bargaining unit employee will be reimbursed for any pay lost due to a pre-conference suspension.

**ARTICLE 9
EQUIPMENT AND SAFETY**

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

**ARTICLE 10
SENIORITY**

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

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

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

**ARTICLE 11
HOURS OF WORK AND OVERTIME**

- 11.1 Overtime:** Except as otherwise provided herein, all overtime hours as defined in this Agreement shall be compensated at one and one-half (1½) times the bargaining unit employee's regular straight-time hourly rate. Overtime is defined as all hours worked in excess of forty (40) hours in any one (1) work week (12:01 a.m. Saturday to midnight the following Friday). Overtime must be authorized in advance by the Superintendent or designee. There shall be no pyramiding or duplication of overtime and/or premium hours.

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

- 11.1.2 Snow and Ice Removal:** Bargaining unit employees who perform weekend snow and ice removal may accumulate a maximum of sixteen (16) hours per contract year of compensatory time for extra hours worked during weekend snow and ice removal. Such compensatory time shall be given at a rate of one and one-half (1½) times the number of hours worked. Such compensatory time must be used by the end of the contract year. This provision shall not require the bargaining unit employee to elect compensatory time in this circumstance, nor shall it prohibit the Board from flexing bargaining unit employees' time based on other extra work hours. The use of compensatory time must be scheduled by mutual agreement. If custodians are given more than sixteen (16) hours of compensatory time, bargaining unit employees who perform snow and ice removal will receive the same amount of compensatory time as the custodians.

11.1.3 Unit employees may accumulate a maximum of eight (8) hours per contract year of compensatory time for extra hours worked prior to Thanksgiving and a maximum of eight (8) hours per contract year of compensatory time for extra hours worked prior to the President's Day weekend. Such compensatory time shall be given at a rate of one and one-half (1½) times for actual hours worked in excess of forty (40) hours in any one (1) work week. Such compensatory time must be used on the day before Thanksgiving and/or the Friday before President's Day weekend. This provision shall not prohibit the Board from flexing employees' time based on other extra work hours. The use of compensatory time must be scheduled by mutual agreement.

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

11.3 Calamity, Epidemics, Inclement Weather Day Pay:

11.3.1 In accordance with the requirements of the Ohio Revised Code, bargaining unit employees shall be paid for all time lost when school is closed due to an epidemic or other public calamity.

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

11.3.3 If a bargaining unit member submits a request and is selected to be on the Level 2 emergency team to work when school is closed due to a Level 2 or higher weather-related emergency in Licking County, the Board shall pay the bargaining unit member a stipend of one hundred dollars (\$100.00) for each day called in to work, in addition to his/her regular pay for the day. The team selection will be provided to the Union Business Agent in writing prior to November 15th each school year (e-mail is acceptable). Selection of the team shall not be subject to the grievance procedure. Either party may cancel and eliminate this provision from the collective bargaining agreement by providing written notice to the other party within seven (7) work days after notice of the team selection is sent to the Union Business Agent or by June 1st, but not during the winter season when the team may be called upon to work.

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

11.5 Scheduling: At the beginning of the school year, bargaining unit employees shall be assigned a schedule consisting of eight (8) consecutive hours per day, Monday through Friday. During the summer when school is not in session and with mutual agreement between the bargaining unit employees and their supervisor, bargaining unit employees may be assigned to a schedule consisting of four (4) consecutive work days of ten (10) hours per day, provided that the Maintenance employees' four (4) day schedule must be staggered so at least one Maintenance employee is working on Monday and on Friday. The selection for the staggered schedules shall be based on seniority.

ARTICLE 12
LAY-OFF AND RECALL

- 12.1** Whenever it becomes necessary to reduce the number of bargaining unit employees in a job classification for one of the reasons set forth in ORC 3319.172, bargaining unit employees in that classification shall be laid off in the inverse order of seniority under the following rules and in accordance with ORC 3319.172:
- 12.1.1** The person on limited contract with the lowest job classification seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used. No employee on continuing contract in the classification affected shall be laid off until all employees on limited contract in the classification affected have been laid off.
- 12.1.2** A person laid off under these provisions, shall have the right to bump into a job classification within the bargaining unit as follows: A limited contract employee may bump another limited contract employee with lower bargaining unit seniority on the basis of his/her qualifications at the time of layoff. A continuing contract employee may bump a limited contract employee or, if none, a continuing contract employee with lower bargaining unit seniority on the basis of his/her qualifications at the time of layoff. A bargaining unit employee on a one (1) year limited contract who bumps into another classification shall be employed on another one (1) year limited contract for the following school year. If the second (2nd) one (1) year limited contract is renewed, the bargaining unit employee shall then be employed on a third (3rd) one (1) year limited contract. If employment is then renewed, he/she shall be employed on a continuing contract. A bargaining unit employee in the second (2nd) year of a two (2) year limited contract or on a continuing contract who bumps into another classification shall be employed on a one (1) year limited contract the following school year. If the one (1) year limited contract is renewed, the bargaining unit employee shall then be employed on a continuing contract. Bumping shall not affect the contract sequence for a bargaining unit employee on a first (1st) year of a two (2) year limited contract. A bargaining unit employee on a continuing contract who bumps into another classification shall retain continuing contract status for purposes of recall into his/her former classification.
- 12.2** Continuing contract employees shall have a right of restoration, to the extent authorized by law.
- 12.3** In recalling bargaining unit employees to vacancies, bargaining unit employees shall be recalled in the reverse order of layoffs.
- 12.4** It shall be the responsibility of the bargaining unit employee to keep the Board advised of his/her current address and telephone number at all times. Laid off bargaining unit employees with recall rights shall be given written notice of recall by certified mail, return receipt requested, mailed to their last known address appearing on their personnel record. The recall notice must advise the bargaining unit employee that he/she shall have seven (7) calendar days after receipt of said notice to notify the Board of his/her intention to return to work. Further, the notice must advise the bargaining unit employee that he/she must make himself/herself available for work within fourteen (14) calendar days after receipt of the recall notice. In the event the bargaining unit employee fails to respond to the notice or fails to make himself/herself available for work in the time prescribed, he/she shall be removed from the seniority list; except that pursuant to ORC 3319.17 and 3319.172, bargaining unit employees have the right to reject an offer of recall for lesser hours of employment without losing their position on the recall list.

ARTICLE 13
BARGAINING UNIT EMPLOYEE MATERIALS

- 13.1 Clothing Allowance:** Bargaining unit employees shall be provided a clothing allowance of two hundred forty dollars (\$240.00) per fiscal year. The clothing allowance will be paid the last pay in June without the requirement to submit receipts. In a fiscal year when a bargaining unit member is not employed as of December 1st, the bargaining unit member shall be provided a clothing allowance of one hundred twenty dollars (\$120.00).
- 13.2 Identification Badges:** The Board shall continue to pay the full cost of identification badges, required by the Board to be worn or used by bargaining unit employees.
- 13.3** The Board may require uniforms of any employees, but will bargain the effects of such requirement, if any. The Union agrees to engage in mid-term bargaining over the effects, if any.
- 13.4 Equipment:** Should the Board require use of any equipment or gear to insure the safety of the bargaining unit employee or others, the Board agrees to furnish such equipment or gear. The Board shall continue to furnish all tools necessary for bargaining unit employees to perform their jobs. The Board shall continue to require bargaining unit employees to be reachable by cell phones during working hours and will provide a cell phone to each bargaining unit employee for his/her business use only.

ARTICLE 14
LEAVE OF ABSENCE

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

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

- 14.1.1** A request for assault leave describing the incident that resulted in the request shall be filed by the bargaining unit employee with the Board of Education as soon as possible following the incident.
- 14.1.2** The Board of Education shall furnish, in writing, reasons for denial of a request for assault leave.
- 14.1.3** As per ORC 3319.143, a signed physician's statement stating the nature of the disability and its probable duration may be required.
- 14.1.4** In the event of a potential long-term absence, the Board of Education may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense.
- 14.1.5** The bargaining unit employee shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.

14.2 Unpaid Leave:

- 14.2.1** Upon prior written request, with permission of the Board upon the recommendation of the Superintendent, a bargaining unit employee may be granted by the Board an unpaid leave of absence for a specified period of time, not to exceed one (1) year. Such a leave of absence may be extended for one (1) additional year upon approval of the Board. Bargaining unit employees must use accrued, unused paid leave before being eligible for unpaid leave.
- 14.2.2** Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity or adoption may be granted in accordance with Paragraph 14.2.1 above.
- 14.2.3** While on leave, the bargaining unit member may participate in the group health care benefits program offered to regular unit members by paying the total cost of the premium to the Board. The terms of such payment are to be established by the Treasurer of the Board. Such terms allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.
- 14.2.4** Seniority status of the bargaining unit employee shall not be interrupted by the leave, but the period of the leave shall not count toward accumulated seniority.
- 14.2.5** A leave of absence shall place a bargaining unit employee's limited contract in abeyance for the period of the leave (i.e., a bargaining unit employee who has a two (2) year limited contract and who requests a leave of one (1) year following the first (1st) year of that contract returns to the District with one (1) year remaining on that contract).
- 14.2.6** Upon the return of a bargaining unit employee from a leave of absence, the Board may non-renew the contract of a person hired exclusively for the purpose of replacing the bargaining unit employee who was on leave.

14.3 Dock Days: An absence without approval by the Superintendent or his/her designee will be a dock day. Such absences are misconduct subject to discipline under Article 8 and may be considered "serious offenses" (for example, consecutive dock days) under Article 8, Section 8.1.

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

14.5 Personal Leave: Each bargaining unit employee shall be granted three (3) days unrestricted personal leave each contract year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave. Unused personal leave may not be carried over from one contract year to the next. Bargaining unit members may take personal leave in one-quarter (¼) hour increments.

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

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

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

14.6.1 Bargaining unit employees on jury duty must report at once to their supervisor if they are released from jury duty before the end of their regularly-scheduled work hours.

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

14.6.3 Bargaining unit employees will be paid their regular daily straight-time hourly rate of pay for their normal scheduled hours of work while performing jury duty which interferes with their regularly-scheduled hours of work.

ARTICLE 15 PHYSICAL EXAMINATIONS

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

- 15.2** If the Employer requires a physical, mental or other examination, the Employer will appoint the physician to conduct the examination and will pay for it. If the bargaining unit employee wishes to have a second (2nd) opinion, the Employer and bargaining unit employee shall mutually agree to a second (2nd) physician to provide an examination. The bargaining unit employee will pay the cost of the second (2nd) examination. If the first (1st) and second (2nd) opinions conflict in any respect, then either party may request a third (3rd) opinion and the first (1st) and second (2nd) physicians shall mutually agree to a third (3rd) physician to provide an examination. The Employer and Union shall share the cost of the third (3rd) examination. The results of the third (3rd) examination shall be binding upon both parties. If the third (3rd) examination is requested by the Employer and results in the bargaining unit employee's favor, the Union shall be reimbursed for its portion of the costs of the third (3rd) examination.
- 15.3** If the Employer requires a physical, mental or other examination, the Bargaining unit employee will be placed on administrative leave with pay until the Employer can schedule the examination and through the conclusion of the examination. If the bargaining unit employee does not attend the examination as scheduled by Employer, then the administrative leave shall terminate and the bargaining unit employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the examination. The Employer and the bargaining unit employee will both ask the physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.
- 15.3.1** If the bargaining unit employee desires a second (2nd) opinion, the bargaining unit employee will be placed on administrative leave with pay for up to five (5) working days after the date of the issuance of the verbal opinion by the first (1st) physician. If the bargaining unit employee is unable to obtain a second (2nd) opinion within the five (5) day period, then the administrative leave shall terminate and the bargaining unit employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the second (2nd) examination. Both the Employer and the bargaining unit employee will ask the second (2nd) physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.
- 15.3.2** If the Employer desires a third (3rd) opinion, the bargaining unit employee will be placed on administrative leave with pay from the date of issuance of the verbal opinion by the second (2nd) physician until the first (1st) date the third (3rd) examination can be scheduled and through the conclusion of the examination. Both the Employer and the bargaining unit employee will ask the third (3rd) physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report. If the bargaining unit employee does not attend the examination as scheduled, the administrative leave shall terminate and the bargaining unit employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the third (3rd) examination.

ARTICLE 16
NO STRIKE/NO LOCKOUT

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

ARTICLE 17
SAVINGS CLAUSE / SEVERABILITY

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

ARTICLE 18
WORK RULES/CONTRACT ADMINISTRATION

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

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

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

ARTICLE 19
SERS PICK-UP

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

- 19.2** The Employer shall compute and remit its employer contributions to SERS based upon the bargaining unit employee's total annual wages, including the "pick-up." For federal and Ohio income tax purposes, the Employer shall report as the bargaining unit employee's gross income the total annual wages less the amount of the "pick-up." For municipal income tax purposes, the Employer shall report as the bargaining unit employee's gross income the total annual wages, including the amount of the "pick-up." Income tax withholding shall be computed based upon gross income as reported to the respective tax authorities.
- 19.3** The Board's total combined expenditures for bargaining unit employees' total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- 19.4** The "pick-up" shall be included in the bargaining unit employee's total annual wages for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- 19.5** The "pick-up" shall be a uniform percent for all bargaining unit employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual bargaining unit employee's option.
- 19.6** The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, the Board will be held harmless and this section shall be null and void.

ARTICLE 20 SICK LEAVE

- 20.1** Each bargaining unit employee shall be entitled to fifteen (15) days of paid sick leave for each year taken in accordance with the provisions of this Article, accruing at one and one-quarter (1¼) sick days for every month in which they are in pay status. All bargaining unit employees may take sick leave in one-quarter (¼) hour increments. For sick time taken in accordance with the provisions of this Article, bargaining unit employees shall be paid their regular straight-time hourly rate of pay for each hour (or portion of each hour) of sick leave taken.
- 20.2** Unused sick leave shall be cumulative without limitation.
- 20.3** Bargaining unit employees may use sick leave for absence due to personal illness, injury or pregnancy. Sick leave may also be used for absence due to illness or injury in the immediate family (defined for this provision as: parents/guardian, spouse, adult and minor children, grandparents, siblings, and corresponding step- and in-law relations, except as may otherwise be required by law).
- 20.3.1** Bargaining unit employees may use sick leave for the death of any relative listed in 20.3 above. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Superintendent.

- 20.4** The Employer maintains the right to investigate any bargaining unit employee's absence or pattern of absences (including dock days), to require a physician's written certification of the nature of any illness or injury of a bargaining unit employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. The Employer also maintains the right to require a physician's written certification of an immediate family member's illness or injury. A bargaining unit employee who fraudulently requests sick leave or falsifies a physician's certificate or other sick leave record may be subject to appropriate disciplinary action, up to and including termination.
- 20.5** Each new bargaining unit employee (employed less than one (1) year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave. Those days shall not be added to, or supplement, the amount that the bargaining unit employee earns on the basis of completed months of service.
- 20.6** Bargaining unit employees who are not eligible for Family and Medical Leave may take sick leave for the birth and following the birth of a child for a period of up to six (6) weeks, absent a medical reason to take additional time. Absent a medical reason to take more than six (6) weeks, bargaining unit employees must request an unpaid leave of absence to take such additional time. In order to be granted sick leave due to pregnancy beyond the six (6) week period stated in this paragraph, a physician's statement will be required.
- 20.7** When a bargaining unit employee is absent for any reason, a report for such absence signed by the bargaining unit employee and their supervisor shall be completed by such bargaining unit employee on the bargaining unit employee timesheet and shall be filed with the Treasurer.
- Such a record, completed and signed by a bargaining unit employee, shall be certification by the bargaining unit employee that the facts and statements contained in the said report are true and correct.
- 20.8** Up to fifteen (15) days of accumulated sick leave per year will be considered unrestricted. For purposes of this Article, "unrestricted" shall mean sick or bereavement leave in connection with a person not listed above. These fifteen (15) days are not in addition to the days accumulated under paragraph 20.1 above.
- 20.9** Recognition for attendance: A bargaining unit employee shall receive one-half (1/2) day's pay if he/she uses no more than three (3) sick days during the school year.
- A bargaining unit employee shall receive one (1) day's additional pay if he/she uses zero (0) sick days during the school year.
- This bonus shall be given on the last pay date in June.
- 20.10** A bargaining unit employee can transfer sick leave from previous public employment according to the provisions of the Ohio Revised Code.
- 20.11** This Article shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141.

ARTICLE 21 SEVERANCE PAY

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

- 21.1** Retiring bargaining unit employees hired prior to the effective date of this Agreement with five (5) or more years of service with the Southwest Licking Local Schools shall receive severance pay for one-quarter (¼) of all accumulated sick leave. Bargaining unit employees hired prior to or after the effective date of this Agreement who are retiring with less than five (5) years of service with the Southwest Licking School District shall receive severance pay for one-quarter (¼) of sick leave accumulated during their employment with the Southwest Licking School District. Bargaining unit employees hired after the effective date of this Agreement who are retiring with five (5) or more years of service with the Southwest Licking Local Schools shall be paid a maximum severance of one-quarter (¼) of all accumulated sick leave up to three hundred fifty (350) days (severance pay will be capped at eighty-seven and one-half (87½) days of accumulated sick leave).
- 21.2** Payment of severance pay shall eliminate all sick leave credit accumulated by the bargaining unit employee at that time; however, a retiring bargaining unit employee may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed by the Board. It is the bargaining unit employee's responsibility to notify the Treasurer's office at least thirty (30) days prior to his/her retirement of his/her desire not to be paid for the full amount of severance pay.

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

- 21.3** A bargaining unit employee who dies while employed by the Southwest Licking Local Board of Education shall be eligible for severance pay under this Article. Such severance payment shall be made to the primary beneficiary designated for purposes of life insurance under this Agreement, or to any contingent beneficiary, if the primary beneficiary is no longer living or cannot be located. If no beneficiary is designated for the purposes of life insurance provided under this Agreement, or if the designated contingent beneficiary is no longer living or cannot be located, then payment of the severance pay shall be made in a lump sum to the estate of the bargaining unit employee.
- 21.4** Bargaining unit employees leaving the district after twenty (20) or more years of service to the Southwest Licking Local Schools, not eligible to retire under a retirement system, will be granted severance pay as set forth above based on their years of service to the Southwest Licking Schools. Such bargaining unit employee's severance pay will not be based on sick leave accumulated and transferred from previous employment.

ARTICLE 22
FAMILY AND MEDICAL LEAVE

22.1 Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and the bargaining unit employees covered by this Agreement shall each retain all of their respective rights and obligations under the Family and Medical Leave Act of 1993. Family and medical leave for bargaining unit employees eligible for the same shall be governed by Board policy, as it may be amended from time to time. In accordance with Board policy, the twelve (12) month period for family and medical leave shall be calculated on a fiscal year basis. Bargaining unit employees covered by this Agreement who actually work fewer than one thousand two hundred fifty (1,250) hours in the twelve (12) month period will not be eligible for Family and Medical Leave under the Family and Medical Leave Act (FMLA).

ARTICLE 23
SICK LEAVE POOL

There will be a sick leave pool (Pool) for employees of the Teamsters transportation and the Teamsters maintenance and grounds/maintenance bargaining units who have been employed at least one (1) calendar year (for purposes of this Article, an employee is either of the two (2) Teamsters units is referred to as a “bargaining unit member”), to be established and administered as follows:

23.1 In the event a bargaining unit member has a catastrophic illness or injury and has exhausted all of his/her sick leave and personal leave accumulation, the unit member may request sick leave days that have been voluntarily donated to the Pool. For purposes of this Article “catastrophic” shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences, and long-term shall mean more than fifteen (15) work days in total (not necessarily consecutive days, if the illness necessitates intermittent treatment such as chemotherapy). Pool days may be used to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. Pool usage is limited to catastrophic illness or injury of the bargaining unit member, spouse or children, except by agreement with the Superintendent or designee who will not unreasonably deny a request that would include a parent. In the event the bargaining unit member has been left incapacitated due to catastrophic illness or injury, the member’s spouse, children and/or the person with a durable power of attorney for medical needs may fill out the sick leave application (Application). The Board Treasurer shall not transfer donated days to a bargaining unit member without medical verification showing that the employee will miss more than fifteen (15) work days due to a catastrophic illness or injury and the approval of the sick leave committee (Committee).

23.2 In order to be eligible to receive sick leave days from the Pool, a bargaining unit member must have, prior to Application for participation in the Pool, donated one-half (½) days of sick leave each school year to the Pool and met the other guidelines as established by the Committee set forth in this Article. The Committee shall make the guidelines (criteria) available to the Employer. The guidelines shall not require payback of donated leave.

- 23.3** All donations to the Pool shall be voluntary. Bargaining unit members wishing to participate in the Pool are required to fill out a one (1) time enrollment form agreed to by the Committee. Once bargaining unit members elect to join the Pool, they shall be considered a permanent participant unless a written request for withdrawal from the Pool is provided to the Committee. If a bargaining unit member withdraws from the Pool, they are no longer eligible to use Pool days even though they have donated sick leave prior to withdrawal. New and current bargaining unit members not in the Pool who wish to participate must sign the enrollment form within the first (1st) fifteen (15) days of the school year. A bargaining unit member cannot join the Pool midyear unless the bargaining unit member is hired after the first (1st) fifteen (15) days of the school year. In such a case, he/she shall be allowed to join by signing the enrollment form within the first (1st) fifteen (15) days of employment. Contributed leave will not be counted against a bargaining unit member for purposes of determining eligibility for perfect attendance. No more than fifty-five (55) days will be granted from the Pool in one (1) year.
- 23.4** All request to participate in the Pool will be considered and approved/denied in its discretion by a five (5) member Committee comprised of members of the bargaining units as elected by members of the bargaining units as standing Committee members with two (2) floating members selected by the standing Committee members. The decision of the Committee will be final and no appeal process is initiated or inherent in this procedure. Bargaining unit members shall submit an Application to use Pool hours to any Committee member. Bargaining unit members shall be required to attach a doctor's slip to the Application showing they are currently receiving a doctor's care and/or suffering from an illness that has or is expected to cause them to miss more than fifteen (15) work days in total.
- 23.5** The Pool shall not be used as a means for increasing retirement compensation.
- 23.6** In no case shall the Pool prevent or prolong a bargaining unit member from applying for and going on disability retirement. The Committee may require a bargaining unit member to apply for School Employee Retirement System (SERS) disability as a condition of approval or continuance of approval of Pool days.

ARTICLE 24 TUITION FREE ATTENDANCE

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

- 24.1** Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.
- 24.2** Primary kindergarten, unless space is available.
- 24.3** Talented and gifted children. Talented and gifted students may attend tuition free in the middle school so long as it is open to tuition students.
- 24.4** If a building is closed to tuition students it will also be closed to children of bargaining unit employees not already enrolled in the district.

**ARTICLE 25
SERVICE CREDIT**

- 25.1** The salary schedule placement of a bargaining unit employee is based on years of service credited by the Employer. A bargaining unit employee must have served at least one hundred twenty (120) days of the prior year with the District to be awarded one (1) year of service credit and shall, in that case, be awarded one (1) year of service credit.
- 25.2** A bargaining unit employee, new to the District, receives credit for each year in the same position with another Ohio school district or county board of MR/DD to a maximum of fifteen (15) years consisting of one hundred twenty (120) days in a given year.
- 25.3** Credit for each year of leave of absence for active military service shall be in accordance with state and federal law.

**ARTICLE 26
PAYROLL PRACTICES**

- 26.1** Bargaining unit employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Bargaining unit employees will be paid the hourly rate for all hours worked as provided for in the negotiated wage schedule of this Agreement.
- 26.2** Employees shall be paid twenty-four (24) equal pays on the fifteenth (15th) and last day of each month. If a pay day falls on a holiday or weekend, the employee will be paid on the work day immediately preceding the holiday or weekend.
- 26.3** Payroll deductions will be made on the fifteenth (15th) and last day of each month. Signed payroll deduction authorizations must be submitted to the Treasurer. Deductions shall be continuous until such time as the employee withdraws such authorization in writing.
- 26.4** Effective with the first (1st) payroll following ratification of this Agreement, bargaining unit employees who have signed up for automatic direct deposit shall remain on automatic direct deposit; bargaining unit employees who have not signed up for automatic direct deposit will have the option to utilize automatic direct deposit or to continue to receive a payroll check. Once automatic direct deposit is selected, the bargaining unit employee shall not be permitted to change his/her selection. Effective with the first payroll following ratification of this Agreement, all new hires into the bargaining unit shall be required to use automatic direct deposit.

**ARTICLE 27
DEFINITIONS**

- 27.1** Board or Board of Education - The Southwest Licking Local School District Board of Education acting in its official capacity.
- 27.2** Day - A calendar day, unless otherwise indicated
- 27.3** District - Southwest Licking Local School District
- 27.4** Bargaining Unit Employee - A member of the bargaining unit, unless the context indicates otherwise

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

ARTICLE 28 NEGOTIATIONS PROCEDURES

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

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

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

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

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

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

ARTICLE 29 MANAGEMENT RIGHTS

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

ARTICLE 30 HOLIDAYS

30.1 The Board agrees to provide all bargaining unit employees with the following paid holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, and July 4th, or the day on which it is celebrated.

- 30.2 When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- 30.3 Nothing under this Article prohibits the Board from declaring additional holidays for which all bargaining unit employees who have the same contracted days shall be paid.
- 30.4 In addition to their normal holiday pay, bargaining unit employees working on a paid holiday shall be paid at the rate of one and one-half (1½) times their regular hourly rate for all hours worked.
- 30.5 When a paid holiday occurs during a bargaining unit employee's vacation, the bargaining unit employee shall receive holiday pay and will not be charged a vacation day for such holiday.

**ARTICLE 31
VACATION**

- 31.1 All bargaining unit employees covered by this Agreement employed twelve (12) months shall be entitled to paid vacation as follows:
 - Two (2) weeks** – after completing one (1) through ten (10) years of employment service with the Employer.
 - Three (3) weeks** – after completing ten (10) through twenty (20) years of employment service with the Employer.
 - Four (4) weeks** – after completing twenty (20) or more years of employment service with the Employer.
- 31.2 Up to five (5) vacation days unused at the end of the contract year may be carried over to the next contract year. Any additional vacation days unused shall be forfeited. Vacation leave requires advance approval of the Superintendent or designee.
- 31.3 Bargaining unit employees hired prior to the effective date of this Agreement shall retain existing vacation service credit. Bargaining unit employees hired after the effective date of this Agreement who have prior service with the county or any other political subdivision of the State of Ohio, or who were employed by the Board previously and are re-employed, except retire/rehire situations, shall be credited with prior vacation service credit. It is the bargaining unit employee's responsibility to provide the Employer with proof of such prior vacation service credit.
- 31.4 Upon separation from employment, a bargaining unit employee shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.
- 31.5 Days designated by the Board as paid days off (holidays, calamity days, etc.) shall not be charged to vacation leave.

ARTICLE 32
PAY PROVISIONS

- 32.1 Regular Rate of Pay:** The base rate for bargaining unit employees for the term of this agreement will be increased Year 1 by two and one-quarter percent (2¼%), Year 2 by two and one-quarter percent (2¼%) and Year 3 by two and one-quarter percent (2¼%). Bargaining unit members will advance only one (1) experience step each year (i.e. bargaining unit employee will not make up steps and will not be credited for years in which steps were frozen for the purposes of placement on the salary schedule).
- 32.2 Mileage:** Any bargaining unit employee in the bargaining unit that uses their personal vehicle on Board business, or to attend any required functions or training shall be reimbursed at the current IRS mileage rate for all miles driven on behalf of the Board. The mileage computation shall include mileage necessary to return to the bargaining unit employee's assigned building after the completion of Board business. This amount shall be payable in a separate check drawn against the Board funds as soon as practicable, but not to exceed one (1) month following the submission of the documented claim by the bargaining unit employee in the bargaining unit. Documented claims must be submitted by the tenth (10th) of the following month.
- 32.3** All bargaining unit employees who are mandated to attend meetings by the Board shall be paid for all time spent at their applicable hourly rate.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
 MAINTENANCE ASSISTANT SALARY SCHEDULE
 EFFECTIVE JULY 1, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	14.35
1	1.03000	14.78
2	1.06000	15.21
3	1.09000	15.64
4	1.12000	16.07
5	1.15000	16.50
6	1.18000	16.93
7	1.21000	17.36
8	1.24000	17.79
9	1.27000	18.22
10	1.30500	18.73
11	1.34000	19.23
12	1.37500	19.73
13	1.41000	20.23
14	1.44500	20.74
15	1.48000	21.24
16	1.52000	21.81
17	1.56000	22.39
18	1.60000	22.96
19	1.64000	23.53
20	1.68000	24.11

1. Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or his/her designee. Lunch time is unpaid and is in addition to the normal work day.
2. Salary schedule based on 260 days work year.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to be credited one year of service. Partial years are not recognized on a cumulative basis.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
 GROUNDS/MAINTENANCE SALARY SCHEDULE
 EFFECTIVE JULY 1, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	14.17
1	1.03000	14.60
2	1.06000	15.02
3	1.09000	15.45
4	1.12000	15.87
5	1.15000	16.30
6	1.18000	16.72
7	1.21000	17.15
8	1.24000	17.57
9	1.27000	18.00
10	1.30500	18.49
11	1.34000	18.99
12	1.37500	19.48
13	1.41000	19.98
14	1.44500	20.48
15	1.48000	20.97
16	1.52000	21.54
17	1.56000	22.11
18	1.60000	22.67
19	1.64000	23.24
20	1.68000	23.81

1. Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or his/her designee. Lunch time is unpaid and is in addition to the normal work day.
2. Salary schedule based on 260 days work year.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to be credited one year of service. Partial years are not recognized on a cumulative basis.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
 MAINTENANCE ASSISTANT SALARY SCHEDULE
 EFFECTIVE JULY 1, 2015**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	14.67
1	1.03000	15.11
2	1.06000	15.55
3	1.09000	15.99
4	1.12000	16.43
5	1.15000	16.87
6	1.18000	17.31
7	1.21000	17.75
8	1.24000	18.19
9	1.27000	18.63
10	1.30500	19.14
11	1.34000	19.66
12	1.37500	20.17
13	1.41000	20.68
14	1.44500	21.20
15	1.48000	21.71
16	1.52000	22.30
17	1.56000	22.89
18	1.60000	23.47
19	1.64000	24.06
20	1.68000	24.65

1. Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or his/her designee. Lunch time is unpaid and is in addition to the normal work day.
2. Salary schedule based on 260 days work year.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to be credited one year of service. Partial years are not recognized on a cumulative basis.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
 GROUNDS/MAINTENANCE SALARY SCHEDULE
 EFFECTIVE JULY 1, 2015**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	14.49
1	1.03000	14.92
2	1.06000	15.36
3	1.09000	15.79
4	1.12000	16.23
5	1.15000	16.66
6	1.18000	17.10
7	1.21000	17.53
8	1.24000	17.97
9	1.27000	18.40
10	1.30500	18.91
11	1.34000	19.42
12	1.37500	19.92
13	1.41000	20.43
14	1.44500	20.94
15	1.48000	21.45
16	1.52000	22.02
17	1.56000	22.60
18	1.60000	23.18
19	1.64000	23.76
20	1.68000	24.34

1. Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or his/her designee. Lunch time is unpaid and is in addition to the normal work day.
2. Salary schedule based on 260 days work year.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to be credited one year of service. Partial years are not recognized on a cumulative basis.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
 MAINTENANCE ASSISTANT SALARY SCHEDULE
 EFFECTIVE JULY 1, 2016**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	15.00
1	1.03000	15.45
2	1.06000	15.90
3	1.09000	16.35
4	1.12000	16.80
5	1.15000	17.25
6	1.18000	17.70
7	1.21000	18.15
8	1.24000	18.60
9	1.27000	19.05
10	1.30500	19.58
11	1.34000	20.10
12	1.37500	20.63
13	1.41000	21.15
14	1.44500	21.68
15	1.48000	22.20
16	1.52000	22.80
17	1.56000	23.40
18	1.60000	24.00
19	1.64000	24.60
20	1.68000	25.20

1. Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or his/her designee. Lunch time is unpaid and is in addition to the normal work day.
2. Salary schedule based on 260 days work year.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to be credited one year of service. Partial years are not recognized on a cumulative basis.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
 GROUNDS/MAINTENANCE SALARY SCHEDULE
 EFFECTIVE JULY 1, 2016**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	14.82
1	1.03000	15.26
2	1.06000	15.71
3	1.09000	16.15
4	1.12000	16.60
5	1.15000	17.04
6	1.18000	17.49
7	1.21000	17.93
8	1.24000	18.38
9	1.27000	18.82
10	1.30500	19.34
11	1.34000	19.86
12	1.37500	20.38
13	1.41000	20.90
14	1.44500	21.41
15	1.48000	21.93
16	1.52000	22.53
17	1.56000	23.12
18	1.60000	23.71
19	1.64000	24.30
20	1.68000	24.90

1. Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or his/her designee. Lunch time is unpaid and is in addition to the normal work day.
2. Salary schedule based on 260 days work year.
3. To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to be credited one year of service. Partial years are not recognized on a cumulative basis.

**ARTICLE 33
RETIREMENT INCENTIVE**

- 33.1** A bargaining unit employee with a two hundred sixty (260) days schedule with thirty (30) years of service under the School Employees Retirement System (SERS) shall receive a six thousand six hundred fifty dollars (\$6,650) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first (1st) attains this retirement eligibility, as regulated by SERS. If the bargaining unit employee with a two hundred sixty (260) days schedule chooses to continue working for the Board after his/her thirtieth (30th) year of service, the bargaining unit employee is eligible for a five thousand dollars (\$5,000) retirement incentive. If the bargaining unit employee continues working beyond the thirty-first (31st) year, he/she is no longer eligible for this retirement incentive.
- 33.2** A bargaining unit employee with a two hundred sixty (260) days schedule with twenty-five (25) years of service under SERS and is fifty-five (55) years of age or older shall receive a six thousand six hundred fifty dollars (\$6,650) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first (1st) attains this retirement eligibility, as regulated by SERS. If the bargaining unit employee with a two hundred sixty (260) days schedule chooses to continue working for the Board after his/her twenty-fifth (25th) year of service, the bargaining unit employee is eligible for a five thousand dollars (\$5,000) retirement incentive. If the bargaining unit employee with a two hundred sixty (260) days schedule continues working beyond his/her twenty-sixth (26th) year, and continues to work for the Board until he/she has thirty (30) years of service under SERS, the bargaining unit employee then becomes eligible for the retirement incentive set forth in 33.1 above.
- 33.3** The retirement incentive shall be paid with the first (1st) pay in January following the year of actual retirement.

**ARTICLE 34
INSURANCE PROVISIONS**

- 34.1 Hospitalization and Major Medical, Vision, and Dental Benefits:** Contingent on execution of a mutually satisfactory Participation Agreement between the Board and the Michigan Conference of Teamsters Welfare Fund, health care benefits for:
1. all bargaining unit members employed by the Board prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week,
 2. all bargaining unit members hired on or after July 1, 2005 and prior to October 1, 2014 who are regularly scheduled to work at least twenty (20) hours per week, and
 3. all bargaining unit members hired on or after October 1, 2014 who are regularly scheduled to work at least twenty-eight (28) hours per week

who do not opt out as set forth below, shall be through participation in an option of the Michigan Conference of Teamsters Welfare Fund Benefit Plan (“Plan”) as agreed upon by the parties in each year of this collective bargaining agreement, commencing October 1, 2011, unless the Board determines that the Plan fails to comply with all Ohio “best practices” for school employee health care or it should otherwise become unlawful for the Board to provide health care coverage through the Plan (*e.g.*, if it should become mandatory under state or federal law for the Board to enter into a “pool” for health care).

As of October 1, 2014, the Plans available to all eligible bargaining unit members for participation shall be Plan 856 - SOA Cafeteria Plan and Plan 737. For bargaining unit members who were employed and eligible for insurance but did not have hospitalization/major medical coverage through the Board as of July 27, 2011, a plan for dental/optical only shall be available, in addition to Plans 856 and 737.

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

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

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

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

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

34.1.1 Single Premium: Eighty percent (80%) of the actual monthly premium for all bargaining unit members who are regularly scheduled to work at least twenty-eight (28) hours per week or hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 and prior to July 1, 2010 who are regularly scheduled to work at least twenty (20) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2010 and prior to October 1, 2014 who are regularly scheduled to work between twenty (20) and twenty-seven point ninety-nine (27.99) hours per week.

34.1.2 Family, Employee + Children or Employee + Spouse Premium: Eighty percent (80%) of the actual monthly premium for all bargaining unit members who are regularly scheduled to work at least twenty-eight (28) hours per week or hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 and prior to July 1, 2010 who are regularly scheduled to work at least twenty (20) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2010 and prior to October 1, 2014 who are regularly scheduled to work between twenty (20) and twenty-seven point ninety-nine (27.99) hours per week.

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

34.2 Term Life Insurance: The Board will provide thirty-five thousand dollars (\$35,000) term life insurance to each bargaining unit employee who is regularly scheduled to work at least twenty-eight (28) hours per week at no cost to said bargaining unit member. If allowed by the insurance company providing life insurance to Board bargaining unit employees, an eligible bargaining unit employee may purchase at his/her own cost additional life insurance.

The coverage shall include double indemnity for accidental death and dismemberment. This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the bargaining unit employee.

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

34.4 Insurance Committee:

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

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

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

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

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

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

ARTICLE 35 RE-EMPLOYMENT OF RETIRED BARGAINING UNIT EMPLOYEES

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

- 35.1** The re-employed bargaining unit employee will start with salary schedule placement experience of up to ten (10) years. The re-employed bargaining unit employee will be advanced one (1) year on the salary schedule for each year of re-employment service to the Employer.
- 35.2** The re-employed bargaining unit employee will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through SERS or other public sector retirement system. The re-employed bargaining unit employee shall have life and other insurance coverage paid for by the Board on the same basis as any other re-employed certificated and/or classified bargaining unit employee of the Board.
- 35.3** Re-employed bargaining unit employees will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- 35.4** Re-employed bargaining unit employees may be re-employed from year-to-year under the limitations described in Sections 35.5 and 35.6 with Board approval, but shall not be eligible for continuing contract status.
- 35.5** In the event of a Reduction In Force, the re-employed bargaining unit employee will not have any bumping rights under this Agreement.
- 35.6** Such re-employment will not result in the reduction in force of other bargaining unit employees employed at the commencement of each such re-employment contract.
- 35.7** Subject to these provisions, re-employed bargaining unit employees are part of the bargaining unit.
- 35.8** Re-employed bargaining unit employees are eligible for sick leave accumulation commencing with the first year of such re-employment.
- 35.9** Re-employed bargaining unit employees may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.
- 35.10** Re-employed bargaining unit employees are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- 35.11** The Union Business Representative shall be advised of any re-employment situation.

**ARTICLE 36
TERM OF AGREEMENT**

The Employer and the Union agree that this Maintenance and Grounds/Maintenance unit collective bargaining agreement will expire at midnight on the 30th day of June, 2017, unless extended by mutual written agreement of the two parties.

RATIFICATION

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

FOR THE SOUTHWEST LICKING
LOCAL BOARD OF EDUCATION



Board President



Superintendent



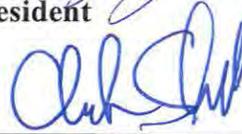
Treasurer

DATE: 10/16/14

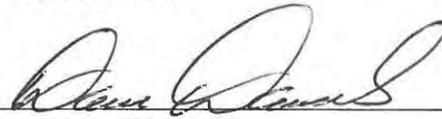
FOR THE TEAMSTERS LOCAL
UNION NO. 413



President



Vice-President



Secretary/Treasurer

DATE: 10/20/14

**APPENDIX A
SERB CERTIFICATION**

05/24/2006 4:33PM ERICKER LOCKER

NO. 300 P. 2/3

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of

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

Employee Organization,

and

Southwest Licking School District,

Employer.

Case Number: 05-REP-05-0077

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Mayton, Vice Chairman Gillmor, and Board Member Verich: May 4, 2006.

Pursuant to Ohio Revised Code § 4117.07(C), the Board conducted a secret-ballot election on April 4, 2006, for employees of Southwest Licking School District (Employer) in this appropriate unit:

Included: Maintenance Assistant and Grounds/Maintenance.

Excluded: All other employees including Maintenance Foreman; and Directors; Coordinators; Confidential Employees; and all other supervisory and management employees, as defined in R.C. Chapter 4117, not otherwise identified herein.

The results of the election are: two (2) ballots were cast; two (2) votes were for Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters; and zero (0) votes were for "No Representative."

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

Certification of Election Results and of Exclusive Representative
Case No. 05-REP-05-0077
May 4, 2006
Page 2

It is so directed.

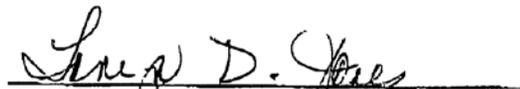
MAYTON, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member, concur.



CRAIG H. MAYTON, CHAIRMAN

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

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 3rd day of May, 2006.


TONYA D. JONES
ADMINISTRATIVE ASSISTANT

DAM/tj/05-04#b7

**APPENDIX C
WITHDRAWAL CARD INSTRUCTIONS**

Get a Withdrawal Card When.....

BE SURE YOU REQUEST A WITHDRAWAL CARD WHEN:

- **LAID-OFF**
- **GOING ON LEAVE OF ABSENCE**
- **LENGTHY MEDICAL LEAVE**
- **TERMINATING YOUR EMPLOYMENT**

THERE IS NO CHARGE FOR A WITHDRAWAL CARD, BUT ALL INITIATION FEES AND BACK DUES MUST BE PAID BEFORE THE WITHDRAWAL CARD IS ISSUED.

IT IS YOUR RESPONSIBILITY TO OBTAIN A WITHDRAWAL CARD. FAILURE TO REQUEST A WITHDRAWAL CARD MAY CAUSE YOU TO PAY BACK DUES OR RE-INITIATION FEE.

IF YOU HAVE ANY QUESTIONS CONCERNING A WITHDRAWAL CARD PLEASE CONTACT THE LOCAL 413 OFFICE STAFF AT (614) 228-6492, EX 14.

**APPENDIX D
INSURANCE SCHEDULE OF BENEFITS**

**Michigan Conference of Teamsters
Welfare Fund**



**Schedule of Benefits
Benefit Package 856**

Effective April 2014



Michigan Conference of Teamsters Welfare Fund
Benefit Package 856
SCHEDULE OF BENEFITS

New SOA Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	None	None
Annual Out of Pocket Coinsurance Maximum	\$2,000 per family	\$4,000 per family
In-Patient Hospital Expenses	Covered 100% of CC after \$250 copay for up to 365 days semi-private room or private room if medically necessary	Covered 90%* of MAB after \$250 copay for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 100% of CC after \$75* copay (waived if admitted)	Covered 100% of MAB after \$75* copay (waived if admitted)
Mental Health & Substance Use Disorder Benefits (must receive prior authorization for inpatient services by calling BCBS at 800-762-2382)	Inpatient Hospital: Covered in full after \$250 copay per admission. Inpatient Physician: Covered in full Outpatient Physician: \$15* copay	Inpatient Hospital: Covered 100% of MAB after \$250 copay per admission. Inpatient Physician: Covered 60%* of MAB Outpatient Physician: Covered 60%* of MAB
Surgical Expenses	Covered 100% of CC	Covered 90%* of MAB
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 100% of CC	Covered 90%* of MAB
Anesthesia Expenses	Covered 100% of CC	Covered 90%* of MAB
Ambulance Expenses Ground/Air/Water	Covered 100% of CC	Covered 100% MAB
X-ray and Diagnostic Testing Expenses	Covered 100% of CC	Covered 90%* of MAB
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 100% of CC	Covered 90%* of MAB
Physician Charges Inpatient	Covered 100%* of CC	Covered 60%* of MAB
Outpatient Primary Care Visit	\$15* copay	Covered 60%* of MAB
Outpatient Specialist Visit	\$30* copay	Covered 60%* of MAB
Outpatient Urgent Care Visit	\$35* copay	Covered 60%* of MAB
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered 100% of CC Copay waived	Covered 60%* of MAB
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered 100% of CC Copay waived	Covered 90%* of MAB
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered 100% of CC Copay waived	Covered 80%* of MAB
Injection Expenses	Covered 90%* of CC	Covered 80%* of MAB
Chiropractic Expenses	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech & Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 70% of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech & Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
Hearing Aid Expenses	Covered 100% of CC, up to \$1,000 per person, per aid every 2 years	Covered 100% of MAB, up to \$1,000 per person, per aid every 2 years
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered in full Copayment and coinsurance waived	100% of MAB Coinsurance waived
Physical, Speech & Occupational Therapy Expenses	Covered 75%* of CC	Covered 65%* of MAB
Home Health Care Expenses	Covered 90%* of CC	Covered 90%* of MAB
Skilled Nursing Facility Expenses	100% eligible expenses for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.	100% eligible expenses for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.

New SOA Medical Benefit	BCBS PPO Network		Non-BCBS PPO Network	
Hospice Care Expenses	Covered 100% of CC		Covered 100% of MAB	
Durable Medical Equipment and Medical Supplies Expenses	Covered 90%* of CC		Covered 90%* of MAB	
Prosthetic Devices and Orthotics Expenses	Covered 75%* of CC		Covered 75%* of MAB	
New Rx2 Prescription Drug Benefit	Caremark Pharmacy Network			
	Covered in full after the below applicable copay at a participating retail or mail order pharmacy.			
	Retail & Mail Up to 34 days	Retail 90 & Mail 35 - 60 days	Retail 90 61 - 90 days	Mail 61 - 90 days
Generic	\$10 copay	\$20 copay	\$30 copay	\$20 copay
Preferred Brand	\$20 copay	\$40 copay	\$60 copay	\$45 copay
Non-Preferred Brand	\$35 copay	\$70 copay	\$105 copay	\$80 copay
Dental Benefit	Delta Dental PPO Network	Delta Dental Premier Network	Non-Delta Dental Network	
Dental Package 1	Dental: Class I & II covered in full; Class III 90% of CC. Annual maximum \$2,100 per adult. No annual maximum for children up to the end of the month in which they turn age 19. Orthodontic: 85% of CC up to \$3,500 lifetime per adult/child.	Dental: Class I & II covered in full; Class III 85% of CC. Annual maximum \$2,000 per adult. No annual maximum for children up to the end of the month in which they turn age 19. Orthodontic: 85% of CC up to \$3,500 lifetime per adult/child.	Dental: Class I & II 100% of MAB; Class III 85% of MAB. Annual maximum \$2,000 per adult. No annual maximum for children up to the end of the month in which they turn age 19. Orthodontic: 50% of MAB up to \$2,000 lifetime per child.	
Standard Vision Benefit	VSP Choice Network	Non-VSP Choice Network		
Vision	One exam and one vision correction option ¹ per person per calendar year. Exam 100% of CC. Frames up to \$125. 100% of CC for pair of basic single, bifocal or trifocal lenses. Up to \$85 per pair of progressive lenses. 100% of CC per pair polycarbonate lenses under age 19. Up to \$120 for contact lenses. 100% of CC after you pay the first \$60 for contact lenses fitting. Up to \$250 per eye per lifetime for laser vision correction. An average of 20% discount is applied to uncovered charges, excluding contact lenses and laser vision correction. ¹ <small>Vision correction option is a pair of lenses plus frames, or contact lenses and fitting, or laser vision correction for one or both eyes.</small>	One exam and one vision correction option ¹ per person per calendar year. Exam up to \$50. Frames up to \$75. Up to \$50 for pair of single lenses, up to \$60 for pair of bi-focal lenses, up to \$70 for pair of trifocal lenses. Up to \$70 for pair progressive lenses. Up to \$80 for contact lenses. Up to \$250 per eye per lifetime for laser vision correction. ¹ Vision correction option is a pair of lenses plus frames, or contact lenses and fitting, or laser vision correction for one or both eyes.		
Other Benefit(s)	Coverage			
Benefit Bank Weeks	Receive 6 benefit bank weeks for the period of 4/1/12 through 3/31/15.**			

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the benefit package maximum payable amount, subject to deductible, coinsurance and co-payments.

* The co-payments and/or coinsurance payments for these services apply toward the out-of-pocket maximum.

** Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF benefit package with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.

This Schedule of Benefits is not a full statement of covered services under your benefit package. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Member Services Call Center for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund
2700 Trumbull Avenue
Detroit, Michigan 48216

(313) 964-2400 or (800) 572-7687
Alternative Outage Number (800) 209-1150
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Michigan Conference of Teamsters Welfare Fund



Schedule of Benefits Benefit Package 737

Date Inquired About: 10/31/2014
Today's Date: 10/31/2014

Effective April 2013



Michigan Conference of Teamsters Welfare Fund
Benefit Package 737
SCHEDULE OF BENEFITS

New Key 3 Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	\$300 per individual \$900 per family	\$600 per individual \$1,800 per family
Annual Out of Pocket Coinsurance Maximum	\$2,000 per individual in excess of deductible \$4,000 per family in excess of deductible	\$4,000 per individual in excess of deductible \$8,000 per family in excess of deductible
In-Patient Hospital Expenses	Covered 80%* of CC subject to deductible for up to 365 days semi-private room or private room if medically necessary	Covered 60%* of MAB subject to deductible for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 100% of CC after \$100* copay (waived if admitted)	Covered 100% of MAB after \$100* copay (waived if admitted)
Mental Health & Substance Use Disorder Benefits (must receive prior authorization for inpatient services by calling BCBS at 800-762-2382)	Inpatient Hospital: Covered 80%* of CC subject to deductible Inpatient Physician: Covered 80%* of CC subject to deductible Outpatient Physician: \$20* copay	Inpatient Hospital: Covered 60%* of MAB subject to deductible Inpatient Physician: Covered 60%* of MAB subject to deductible Outpatient Physician: Covered 60%* of MAB subject to deductible
Surgical Expenses	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Anesthesia Expenses	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Ambulance Expenses Ground/Air/Water	Covered 80%* of CC subject to deductible	Covered 80%* of MAB subject to deductible
X-ray and Diagnostic Testing Expenses	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Physician Charges Inpatient	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Outpatient Primary Care Visit Outpatient Specialist Visit Outpatient Urgent Care Visit	\$20* copay \$40* copay \$45* copay	Covered 60%* of MAB subject to deductible Covered 60%* of MAB subject to deductible Covered 60%* of MAB subject to deductible
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered in full Deductible & copay waived	Covered 60%* of MAB subject to deductible
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered in full Deductible & copay waived	Covered 60%* of MAB subject to deductible
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered in full Deductible & copay waived	Covered 60%* of MAB subject to deductible
Injection Expenses	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Chiropractic Expenses	24 spinal manipulations per person annually covered 80%** of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech & Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 60%** of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech & Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
Hearing Aid Expenses	Covered 80%* of CC subject to deductible, up to \$1,000 per person, per aid every 2 years	Covered 80%* of MAB subject to deductible, up to \$1,000 per person, per aid every 2 years
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible
Physical, Speech & Occupational Therapy Expenses	Covered 80%* of CC subject to deductible	Covered 60%* of MAB subject to deductible

New Key 3 Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network		
Home Health Care Expenses	Covered 80%* of CC subject to deductible	Covered 80%* of MAB subject to deductible		
Skilled Nursing Facility Expenses	80%* eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.	80%* eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.		
Hospice Care Expenses	Covered 80%* of CC subject to deductible	Covered 80%* of MAB subject to deductible		
Durable Medical Equipment and Medical Supplies Expenses	Covered 80%* of CC subject to deductible	Covered 80%* of scheduled amount subject to deductible		
Prosthetic Devices and Orthotics Expenses	Covered 80%* of CC subject to deductible	Covered 80%* of MAB subject to deductible		
New Rx2 Prescription Drug Benefit	Caremark Pharmacy Network			
	Covered in full after the below applicable copay at a participating retail or mail order pharmacy.			
	Retail & Mail Up to 34 days	Retail 90 & Mail 35 - 60 days	Retail 90 61 - 90 days	Mail 61 - 90 days
Generic	\$10 copay	\$20 copay	\$30 copay	\$20 copay
Preferred Brand	\$20 copay	\$40 copay	\$60 copay	\$45 copay
Non-Preferred Brand	\$35 copay	\$70 copay	\$105 copay	\$80 copay
Other Benefit(s)	Coverage			
Benefit Bank Weeks	Receive 6 benefit bank weeks for the period of 4/1/12 through 3/31/15.***			

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the benefit package maximum payable amount, subject to deductible, coinsurance and co-payments.

* The co-payments and/or coinsurance payments for these services apply toward the out-of-pocket maximum.

** The co-payments and/or coinsurance payments for these services do not apply towards the annual out-of-pocket maximum.

*** Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF benefit package with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.

This Schedule of Benefits is not a full statement of covered services under your benefit package. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Member Services Call Center for any benefit questions you may have.

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APPENDIX E
MOU REGARDING CHANGES TO INSURANCE ARTICLE

MEMORANDUM OF UNDERSTANDING BETWEEN
TEAMSTERS LOCAL NO. 413 AND THE SOUTHWEST
LICKING LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGARDING CHANGES TO INSURANCE ARTICLE

This Memorandum of Understanding is made by and between the parties, Southwest Licking Local School District Board of Education (“Board”) and the Teamsters Local No. 413 Transportation Unit (“Teamsters”), to modify the insurance article of the three Collective Bargaining Agreements between the parties (transportation, maintenance and grounds, and 3rd unit), effective July 1, 2014, through June 30, 2017 (“Contract”).

The parties desire to modify the insurance article (Article 36 in the transportation unit Contract, Article 34 in the 3rd unit and maintenance and grounds Contracts) to reflect changes sought by the Michigan Conference of Teamsters Welfare Fund (MCTWF) in negotiating a mutually satisfactory Participation Agreement between the Board and MCTWF.

Effective immediately upon the signing of this document by the representatives of all parties, the parties agree as follows:

1. Notwithstanding anything to the contrary in Article 36, Section 36.1, of the Contract, participation in Plans (MCTWF Benefit Packages) 856, 737, and 127 shall be made available to eligible bargaining unit members effective November 30, 2014, rather than October 1, 2014.
2. In addition to major-medical Benefit Packages 856 and 737, a plan for dental/optical-only benefits shall be made available to bargaining unit members enrolled in the dental/optical-only Benefit Package 127 as of November 30, 2014. No additional bargaining unit members will be permitted to enroll in the dental/optical-only benefit package.. In addition, bargaining unit members enrolled in the dental/optical-only Benefit Package 127 who elect to opt out or to select either Benefit Package 856 or Benefit Package 737 will no longer be eligible for Benefit Package 127.
3. From November 1, 2014, through November 28, 2014, bargaining unit members can select one of the offered MCTWF benefit packages. This election period is pursuant to MCTWF rules and does not alter employee rights or employer obligations under COBRA or Section 125 (cafeteria) plan rules and regulations.
4. Bargaining unit members hired prior to October 1, 2014, will continue to participate in MCTWF Benefit Packages based on their eligibility as of July 1, 2014, and will not have to be regularly scheduled to work at least 28 hours per week in order to participate. The following language, which was ratified by the Teamsters but not by the Board, shall not be included in the Contract: “Bargaining unit members hired prior to October 1, 2014 who were regularly scheduled to worked between twenty (20) and twenty-seven point ninety nine (27.99) hours per week will continue to be eligible for insurance unless the bargaining unit member, in writing, declines grandfathered insurance. If a bargaining unit member declines grandfathered insurance,

the bargaining unit member will no longer be eligible for insurance until the bargaining unit member is regularly scheduled to work at least twenty-eight (28) hours per week.”

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Agreement on the dates appearing by their respective signature lines.

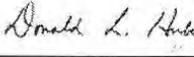
APPROVED: 11/20/2014

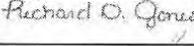
FOR THE TEAMSTERS LOCAL NO. 413
TRANSPORTATION UNIT

By: 

Date: 12-22-14

FOR THE SOUTHWEST LICKING
LOCAL BOARD OF EDUCATION

By: 
Digitally signed by Donald L. Huber
DN: cn=Donald L. Huber, o=Southwest Licking
Local School District, ou=Board President,
email=dhuber@laca.org, c=US
Date: 2014.11.21 14:20:59 -0500

By: 
Digitally signed by Richard O. Jones
DN: cn=Richard O. Jones, o=Southwest Licking
Local School District, ou=Treasurer,
email=rojones@laca.org, c=US
Date: 2014.11.21 14:20:37 -0500

Date: 11/21/14