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AGREEMENT BETWEEN

LOWELLVILLE BOARD OF EDUCATION

AND

LOWELLVILLE K-12
SCHOOL
CLASSIFIED EMPLOYEES

Adopted: SEPTEMBER 18, 2013

Effective: September 01, 2013
Through
August 31, 2016

AGREEMENT

This agreement entered into at Lowellville, Ohio between the Lowellville Local School District Board of Education, herein after referred to as the Board, and the Lowellville Local Classified Employees.

ARTICLE I - PURPOSE

The classified employees understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board and the classified employees. It is the intent and purpose of this agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth here in article form of this agreement between the parties covering rate of pay, and/or fringe benefits.

ARTICLE II - NEGOTIATING TEAMS

The Board and classified employees shall be represented to all negotiating meetings by team of negotiators, not to exceed four (4). Neither party shall have any control over the selection of the negotiation or bargaining representatives of the other parties.

ARTICLE III - NEGOTIATION MEETING

Requests for a meeting can be made by either party on or after March 1 (one) of the year in which the current contract expired.

Upon receipt of a written request for a meeting, either party will have ten (10) days to reply to the request. Within ten (10) days after receipt of the reply, both parties involved will establish a mutually agreeable site, date, and time for the meeting.

Each meeting will be held in executive session.

ARTICLE IV - COVERAGE

Wages, fringe benefits and working conditions are the areas of bargaining.

Wages are defined as the actual gross monies paid for services rendered.

Fringe benefits are defined as those items that have a monetary value to the employee of which the actual cost is shared by the employee and the Board or at no cost to the employee.

ARTICLE V - ACTION BY THE BOARD

Recommendations approved by the Board shall be final and remain in effect for the duration of the current contract and any extension of the contract.

Approval of the recommendations will be a part of the official minutes of the Board.

ARTICLE VI - CONSISTENCY

If any provision of the agreement between classified employees and the Board shall be found contrary to the law, then such provisions or application shall not be deemed to be valid and subsisting except to the extent permitted by law.

Because one or more of the provisions of the agreement would be found contrary to law, this would in no way invalidate the remainder of the agreement.

ARTICLE VII - GRIEVANCE PROCEDURE

Any employee who has a grievance must report the grievance to the Principal within five (5) school days of being grieved.

The first discussion of the grievance will take place with the immediate supervisor or the Principal, whichever is applicable, in an attempt to resolve the matter informally.

As a result of the above discussion, the matter is not resolved to the satisfaction of the employee; the employee must present his/her grievance in writing to the principal within ten (10) school days. Within ten (10) school days or receipt of the written grievance, the Principal shall render a written decision and forward same to the parties involved.

The employee may appeal the Principal's decision to the Superintendent of School. The appeal must be made within five (5) days of receipt of the Principal's decision. The appeal must be in writing and set forth the grounds upon which the grievance is based. The Superintendent shall request a report of the grievance from the Principal, confer with the parties involved, jointly or separately, in an attempt to resolve the matter as quickly as possible. The Superintendent shall forward his written decision to the Principal and parties involved within ten (10) school days from receipt of the grievance appeal.

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within five (5) school days of the receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent who in turn will attach all related papers and forward the request to the Board of Education. The Board shall review the grievance, confer with the parties involved and others the Board may deem appropriate, and render a written decision within forty-five (45) days.

ARTICLE VIII - DURATION OF AGREEMENT

The Lowellville Local School Board of Education and the Lowellville Local School Classified Employees agree to abide by this document for a period of three (3) years, beginning September 01, 2013 and ending midnight, August 31, 2016.

Dated: 10-1-2013

Rocco Nero
For the Board – Rocco Nero

Frank Nock
For the Employees – Frank Nock

WITNESS: plm. byrd

ARTICLE X NEGOTIATED BENEFITS

SALARY SCHEDULES

HEAD CUSTODIAN

SECRETARY-PRINCIPAL/EMIS COORD

CROSSING GUARD

COMBINED REGULAR AND OVERTIME

STEP	2013-2014	2014-2015	2015-2016	STEP	2013-2014	2014-2015	2015-2016	STEP	2013-2014	2014-2015	2015-2016
HRS	2088	2088	2088	HRS	1686	1686	1686	HRS	352	352	352
0	\$ 14.09	\$ 14.16	\$ 14.23	0	\$ 12.00	\$ 12.06	\$ 12.12	0	\$ 10.04	\$ 10.09	\$ 10.14
1	\$ 14.70	\$ 14.81	\$ 14.88	1	\$ 12.36	\$ 12.42	\$ 12.48	1	\$ 10.35	\$ 10.40	\$ 10.45
2	\$ 15.31	\$ 15.39	\$ 15.47	2	\$ 12.73	\$ 12.81	\$ 12.88	2	\$ 10.72	\$ 10.77	\$ 10.82
3	\$ 15.92	\$ 16.00	\$ 16.08	3	\$ 13.11	\$ 13.18	\$ 13.24				
4	\$ 16.53	\$ 16.61	\$ 16.69	4	\$ 13.50	\$ 13.57	\$ 13.64				
5	\$ 17.15	\$ 17.24	\$ 17.33	5	\$ 13.91	\$ 13.98	\$ 14.05				
6	\$ 17.76	\$ 17.89	\$ 17.98	10	\$ 15.31	\$ 15.39	\$ 15.46				
7	\$ 18.37	\$ 18.46	\$ 18.55	15	\$ 15.76	\$ 15.84	\$ 15.92				
8	\$ 18.99	\$ 19.08	\$ 19.18	20	\$ 17.00	\$ 17.09	\$ 17.17				
9	\$ 19.59	\$ 19.69	\$ 19.79								
10	\$ 20.82	\$ 20.92	\$ 21.02								

PM SUPERVISOR

HEAD COOK

CUSTODIAL AIDE/EDUCATIONAL AIDE

COMBINED REGULAR AND OVERTIME

STEP	2013-2014	2014-2015	2015-2016	STEP	2013-2014	2014-2015	2015-2016	STEP	2013-2014	2014-2015	2015-2016
HRS	2088	2088	2088	HRS	1488	1488	1488	HRS	AS NEEDED		
0	\$ 12.25	\$ 12.31	\$ 12.37	0	\$ 13.17	\$ 13.24	\$ 13.30	0	\$ 9.49	\$ 9.54	\$ 9.59
1	\$ 12.50	\$ 12.56	\$ 12.63	1	\$ 13.78	\$ 13.85	\$ 13.92	1	\$ 9.80	\$ 9.85	\$ 9.90
2	\$ 12.75	\$ 12.81	\$ 12.88	2	\$ 14.40	\$ 14.47	\$ 14.54	2	\$ 10.00	\$ 10.05	\$ 10.10
3	\$ 12.88	\$ 12.94	\$ 13.00	3	\$ 15.00	\$ 15.08	\$ 15.16	3	\$ 10.41	\$ 10.46	\$ 10.51
4	\$ 13.26	\$ 13.33	\$ 13.39	4	\$ 15.61	\$ 15.69	\$ 15.77	4	\$ 10.72	\$ 10.77	\$ 10.83
5	\$ 13.40	\$ 13.47	\$ 13.53	5	\$ 16.23	\$ 16.31	\$ 16.39	5	\$ 11.02	\$ 11.08	\$ 11.13
10	\$ 13.80	\$ 13.87	\$ 13.94	6	\$ 16.84	\$ 16.92	\$ 17.00	10	\$ 11.33	\$ 11.39	\$ 11.44
15	\$ 14.21	\$ 14.28	\$ 14.35	15	\$ 17.00	\$ 17.09	\$ 17.17	15	\$ 11.64	\$ 11.70	\$ 11.76

BUS DRIVER

ASSISTANT COOK

CAFETERIA AIDE/CLEANING AIDE

STEP	2013-2014	2014-2015	2015-2016	STEP	2013-2014	2014-2015	2015-2016	STEP	2013-2014	2014-2015	2015-2016
HRS	728/460	728/460	728/460	HRS	1196	1196	1196	HRS	AS NEEDED		
0	\$ 15.00	\$ 15.08	\$ 15.16	0	\$ 10.10	\$ 10.15	\$ 10.20	0	\$ 8.76	\$ 8.80	\$ 8.85
1	\$ 15.61	\$ 15.69	\$ 15.77	1	\$ 10.60	\$ 10.65	\$ 10.71	1	\$ 8.93	\$ 8.97	\$ 9.02
2	\$ 16.23	\$ 16.31	\$ 16.39	2	\$ 10.96	\$ 11.01	\$ 11.07	2	\$ 9.11	\$ 9.16	\$ 9.21
3	\$ 16.84	\$ 16.92	\$ 17.00	3	\$ 11.33	\$ 11.39	\$ 11.45	3	\$ 9.30	\$ 9.35	\$ 9.40
4	\$ 17.45	\$ 17.54	\$ 17.62	4	\$ 11.60	\$ 11.66	\$ 11.72	4	\$ 9.48	\$ 9.53	\$ 9.58
5	\$ 18.07	\$ 18.16	\$ 18.25	5	\$ 11.90	\$ 11.96	\$ 12.02	5	\$ 9.67	\$ 9.72	\$ 9.77
6	\$ 18.67	\$ 18.76	\$ 18.86	6	\$ 12.20	\$ 12.26	\$ 12.32	10	\$ 9.86	\$ 9.91	\$ 9.96
7	\$ 19.29	\$ 19.39	\$ 19.48					15	\$ 10.05	\$ 10.10	\$ 10.15
8	\$ 22.05	\$ 22.16	\$ 22.27								

BUS DRIVER SUB

NURSE SUB

GROUNDS MAINTENANCE

	2013-2014	2014-2015	2015-2016		2013-2014	2014-2015	2015-2016		2013-2014	2014-2015	2015-2016
HRS	AS NEEDED			HRS	AS NEEDED			HRS	AS NEEDED		
	\$ 12.04	\$ 12.10	\$ 12.16		\$ 16.46	\$ 16.54	\$ 16.62		\$ 12.89	\$ 12.95	\$ 13.01

POSITION DESCRIPTIONS

Head Custodian/PM Supervisor - Regular hours (see Salary Schedule). Hours includes nine holidays at eight hours each

Grounds Maintenance – Hourly as needed

Custodial Helper - Four and one half hours per day (as assigned) six holidays paid at four and one half hours each

Bus Driver -736 hours, 178 days at four hours per day (six holidays at 4 hours each)
460 hours, 178 days at four hours per day (six holidays at 2.5 hours each)

Bus substitute - Hourly as needed

Student Transportation - Per trip as needed

Building Secretary/EMIS Coordinator - 1686 hours, 178 days at eight hours per day (1686 includes six holidays at eight hours each, 2 parent/teacher conferences at five and one half hours each, 1 NEOEA day at five and one half hours, 35 days at five and one half hours (to be assigned), 1 report day at five hours

Educational Aide – as assigned

Educational Aide/Study Hall – as assigned

Head Cook - 1488 hours, 180 days at eight hours per day (1488 includes six holidays at eight hours each)

Assistant Cook - 178 days per year at six and one half hours per day, six holidays at six and one half hours each

Cafeteria Helper - Hourly as needed

Crossing Guard - 178 days, two hours per day (includes 1 hour in the a.m. and 1 hour in the p.m.)

ARTICLE X - BUS DRIVERS

For the transportation of students to and from school, and for school time academic field trips, bus drivers shall be paid at the rates listed in the salary schedule. Activity trip rates and athletic trip rates for bus drivers are established as follows:

- **\$45.00 (forty-five dollars and no cents) for the first five hours. (\$22.50 from the General Fund and \$22.50 from the Athletic Fund).**
- **\$9.00 (nine dollars and no cents) per hour for each hour after five hours.**

ARTICLE XI - VACATION

Paid vacation will be granted to the following job classifications:

- Head Custodian
- PM Supervisor

Vacation will be granted as follows:

- Two weeks vacation after one calendar year of employment.
- Three weeks vacation after five calendar years of employment.
- Four weeks vacation after ten calendar years of employment.
- Four and one half weeks after fifteen calendar years of employment (one half week is equal to twenty additional hours of vacation).
- Five weeks vacation after twenty calendar years of employment.

Vacations must be taken during the period between the day following the end of classes for the summer recess (normally June) and five days prior to the start of classes for the fall after (normally September), unless scheduled at another time by the Superintendent. Vacation hours are included in the total hours stated in Article IX.

ARTICLE XII - HOLIDAYS

Each of the following job classifications will receive nine paid holidays:

- Head Custodian

The nine holidays are:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

The Following job classifications will receive six paid holidays:

- Bus Drivers
- Head Cook
- Assistant Cook
- Custodial Helpers
- Building Secretary/
EMIS Coordinator

The six holidays are:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holiday hours are included in the total hours stated in Article X.

ARTICLE XIII - SICK LEAVE

Sick leave may be accumulated to 250 (two hundred fifty days) maximum.

NOTE: Unused Personal Leave *may* be added to an individual's Sick Leave Balance as long as it does **NOT** exceed the maximum stated for each school year of the contract.

ARTICLE XIV - SEVERANCE PAY

A classified employee with ten (10) consecutive fiscal years of service in the Lowellville Local School District, upon retirement from active service under the provisions of the appropriate School Employees Retirement System shall receive severance pay equal to twenty-five percent (25%) of his/her accumulated unused sick leave days. However, two hundred (220) days is the maximum number of sick leave days which may be used for the calculation of severance pay. Such payment shall be based on the per diem rate of pay at the time of retirement. Payment is to be made upon evidence of approval of retirement benefits by the School Employee Retirement System; provided that the retirement be effected within ninety (90) days of the last day of active service. Such payment will shall be made only once to any employee.

ARTICLE XV - SUBSTITUTE EMPLOYEES

An employee employed as a substitute for more than one hundred twenty (120) working days in any six (6) month period shall be deemed a regular employee on the first working day following the completion of the one hundred twentieth (120) day of service, and shall be immediately subject to the organizational security provisions in this agreement.

ARTICLE XVI - PERSONAL LEAVE

Each regular employed employee is entitled to three (3) days personal leave per year. Use of Personal Leave will be governed by the following:

- Accidents involving the employee, immediate family or the property of each.
- Court appearance as a litigant or witness.
- Observation of religious holiday requiring total abstinence from work.
- Graduation exercise for the employee, spouse or child of the employee.
- Jury Duty
- Other emergencies which cannot be met other than work time.
- Emergencies resulting from an act of God which could not have been anticipated or averted. (Days could not be used to be excused because of snow in the area in which an employee lives).

- Professional consultation which cannot be handled at any other time other than work time.
- With rare exception, personal leave cannot be used the first week or the last week of school.
- With rare exception, approval for Personal Leave must be obtained in advance.
- Personal Leave days cannot be used the day before or the day following a scheduled vacation.
- Personal Leave days cannot be used for outside employment, recreation, vacation, or personal gain.
- Of the three (3) Personal Leave days agreed to previously, one (1) Personal Leave day will be restricted. The reason for requesting an Unrestricted leave day need not be given, however, the conditions stated above do apply.
- Personal Leave may be denied after May 1st (unless for emergency) if there are more than two (2) requests for the same day.
- All unused Personal Leave days (3) at the end of school may be added to an employee's Sick Leave balance as long as he/she has not exceeded the maximum of 250 days.

ARTICLE XVII - LIFE INSURANCE

All regularly employed employees receive \$100,000 (one hundred thousand dollars) Board paid life insurance beginning September 01, 2010.

ARTICLE XVIII – INSURANCES

Insurance: General Provisions

The Board shall self-insure and/or purchase the insurance coverage which meets or exceeds the specifications set forth below for each employee, so choosing, now or hereinafter employed, and his/her eligible dependents. The Board shall abide by the requirements of the Consolidated Omnibus budget Reconciliation Act of 1985, P.L. 99-272, title XXII “Public Health Services Amendments”.

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided on the effective date of this Agreement. The Association shall be notified thirty (30) days in advance of any proposed change in carriers.

Dependent nineteen (19) years of age or older up to 25 years of age will only be covered if they are full-time qualified students.

All employees will contribute 10% of the healthcare premium except for bus drivers.

<u>Job Class</u>	<u>Hospitalization Board Paid</u>	<u>Dental Board Paid</u>	<u>Prescription Board Paid</u>	<u>Vision Board Paid</u>
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Family Rate

(Drivers):

Regular run	48%	48%	100%	48%
Canfield run (MCCTC)	48%	48%	100%	48%
Regular Extra-Curricular	15%	15%	N/A	15%

The following job classification may enroll in Family Coverage for Health Insurance:

Head Custodian

The following job classification may enroll in Single Coverage for Health Insurance:

Head Cook*

Assistant Cook*

Building Secretary/EMIS Coord.*

Educational Aide (Full-time)*

PM Supervisor

Other regularly employed employees may join the group at their own expense. The Treasurer will deduct the cost from the employee's earnings provided the employee signs the necessary form and works a minimum of twenty (20) hours weekly.

**effective September 1, 2001. Employees in these positions prior to September 1, 2001 are eligible for Family Coverage if they qualify.*

INSURANCES

Part-time Employees

Part-time employees shall receive benefits proportioned to their assignments, based on a 2080 hour year, the remaining portion being the employees' responsibility.

Effective Date

Any new employee of the bargaining unit will have an effective coverage of September 1 of the current school year, providing forms are turned in before the fifteenth of September of the current school year.

New employees are responsible for inquiring in the board office for all forms necessary to acquire coverage for prescription, hospitalization, dental, vision and life insurance.

All forms to acquire hospitalization, prescription, dental, vision and life insurance for new employees must be filled out and turned in before September 15 of the current year. Failure to do so will delay coverage until the first of the following month, October, of the current school year.

WAIVER: If a new employee chooses to waive any of the hospitalization, prescription, or dental, he/she is responsible to inquire at the board office for the proper form. The waiver is due to be turned in on or before September 15 of the current school year. This waiver is for the entire school year.

If an employee is under his/her spouse's coverage and this coverage is lost due to job loss, death, layoff or divorce, proof of such loss must be provided to the Board office. The employee may then sign up for hospitalization, prescription, or dental coverage(s). Effective date will be the date of loss of coverage.

Exclusions

Insurance claims resulting from the following activities are excluded from coverage:

- a. Sky Diving
- b. Bungee jumping
- c. Motorcycle racing
- d. Auto racing or demolition derbies
- e. Aircraft or any other flying devices for recreation or stunts
- f. Participation in professional sports

Insurance Booklet

A booklet detailing insurance coverage shall be provided to each Bargaining Unit member upon request.

ARTICLE XIX TEMPORARY PROMOTION PAY

An employee assigned, on a temporary basis, to a position which designates a higher rate of pay, shall receive the higher rate beginning on the sixth (6th) day. The days must be worked consecutively.

(Worked days, not holidays or regular days off).

The exception is the Assistant Cook who becomes Head Cook. The higher rate would become effective when each assistant has worked two (2) days as the Head Cook.

ARTICLE XX PREMIUM PAY SCHEDULE

Premium pay is established for all hours in excess of eight (8) hours per day or in excess of forty (40) hours per week or for hours worked on a paid holiday. The premium pay shall be one and one-half the employee's regular rate. "An employee who is required to perform regularly scheduled duties on Sunday, and has worked at least forty (4) regularly scheduled hours during the preceding six (6) days will be compensated at double their base hourly rate".

ARTICLE XXI WORKSHOPS

All regularly employed classified employees will be permitted to attend workshops designed to improve their job performance provided such request is made in writing thirty (30) days prior to such workshop. Attendance will be permitted, provided that the Administration can secure a qualified substitute for said employee, who shall be paid the established substitute rate of pay for said position.

Attendance at workshops during the school year must coincide with NEOEA days. The Superintendent may recommend to the Board of Education that classified employees attend workshops dealing with improvement in their specific work areas at times other than NEOEA days.

Employees who attend workshops should provide material and other information gained at the workshop to the Superintendent's office so that other employees and the school can benefit.

The Administration shall determine the number of employees who can attend workshops at any particular time.

ARTICLE XXII BID PROCEDURE

When a vacancy occurs in a classification or a location assignment, it shall be posted in each building in a conspicuous place for a period of five (5) days. Any qualified employee may request the vacant position in writing. In selecting the replacement employee, the Board shall:

- A. Give consideration and an interview with the Superintendent or his/her designee to employees within the department or classification of the position, who are qualified and who have requested the position in writing.
- B. If two or more employees with equal qualifications within the same department or classification request the position, the employee with the highest seniority date shall be given primary consideration.
- C. The highest seniority date shall be determined by the employee's last date of hire by the Board of Education.
- D. If the position is not filled by an employee within the vacant classification or position, employees with the highest seniority date with the school district within the bargaining unit will be considered. If they meet qualifications for the position and if they have requested the position in writing.
- E. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.
- F. Determination of the qualifications for the vacant position will be determined by the Administration and the Board of Education.
- G. A copy of all job postings shall be submitted to the Lowellville Employees' Association Chapter President upon their posting in all buildings.

ARTICLE XXIII DUES DEDUCTION

Upon the presentation of written authorization by the employee to the Treasurer, the Treasurer will deduct the Association's dues from the employee's earnings.

Association dues, as certified by the Treasurer of the Association, shall be deducted in equal monthly installments.

ARTICLE XXIV WORKING CONDITIONS

The hours per week for the Head Custodian position were set at 40 (forty) hours per week or 2080 (two thousand eighty) hours per year. All hours worked in excess of 40 (forty) hours per week will be compensated at one and one half times the base hourly rate.

ARTICLE XXV LONGEVITY

An employee with ten (10) school fiscal years of consecutive service with the Lowellville K-12 School, with at least 120 days of service at four hours per day as of June 30, will receive a longevity bonus of \$ **250.00** which will be paid no later than July 31 of each year.

An employee with fifteen (15) school fiscal years of consecutive service with the Lowellville K-12 School with at least 120 days of service at four hours per day as of June 30 will receive a longevity bonus of \$ **350.00** which will be paid no later than July 31 of each year.

An employee with twenty (20) school fiscal years of consecutive service with the Lowellville K-12 School with at least 120 days of service at four hours per day as of June 30, will receive a longevity bonus of \$ **450.00** which will be paid no later than July 31 of each year.

An employee with twenty five (25) school fiscal years of consecutive service with the Lowellville K-12 School with at least 120 days of service at four hours per day as of June 30, will receive a longevity bonus of \$ **500.00** which will be paid no later than July 31 of each year.

Eligible employee positions are:

Head Cook
Assistant Cook
Building Secretaries
Custodians
Custodial Aides (hired prior to 7/1/01)

ARTICLE XXVI SNOW DAYS

The Lowellville K-12 School Classified Employees agree to verbally encourage all classified employees to attend school (when practical) during student snow days.

ARTICLE XXVII EMPLOYMENT OF RETIRED CLASSIFIED STAFF

- A. Effective September 1, 2004 it is understood that if the Board desires to hire retired classified employees, that such employees be employed under terms and conditions which differ in some respects from those established by the Negotiated Agreement for employees who have not attained retirement status with the School Employees Retirement System.
- B. Where a classified staff vacancy exists, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.
- C. A retiree shall be paid at the second year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long

as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of 8.0 hours.

- D. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing contract regardless of years of employment as a retiree with the Board.
- E. A retiree shall accumulate and may use sick leave but shall not be entitled to severance pay under the Negotiated Agreement or under law upon conclusion of employment as a retiree.
- F. A retiree is entitled to participate in insurances provided to bargaining unit members under the Negotiated Agreement only by paying the full cost of such insurances.
- G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under the Negotiated Agreement.
- H. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to employment, including but not limited to terms, provisions and statutes pertaining to salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.
- I. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree. This Article shall not apply to a retiree who is already employed by the Board under a contract at the date on which this Agreement is effective.
- J. The Board and retiree may agree to waive any of the restrictions or increase any of the benefits set forth in this Article on a case-by-case basis before the retiree is employed by the Board.

