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K31259 **TENTATIVE AGREEMENT**

**BETWEEN THE**

**LICKING HEIGHTS  
EDUCATIONAL SUPPORT  
PROFESSIONALS ASSOCIATION**

**AND THE**

**LICKING HEIGHTS LOCAL BOARD OF EDUCATION**

**July 1, 2014 through June 30, 2017**

# **INDEX**

<b><u>ARTICLE NO.</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
Article 1	Recognition .....	1-2
Article 2	Negotiations Procedure .....	2-4
Article 3	Association Rights.....	4-5
Article 4	Payroll Deductions .....	5-8
Article 5	Maintenance of Membership .....	8
Article 6	Grievance Procedure .....	9-12
Article 7	Due Process .....	12
Article 8	Days, Hours and Work Schedules.....	12-16
Article 9	Vacations and Holidays .....	16-18
Article 10	Discipline and Suspension .....	19-20
Article 11	Leaves .....	20-28
Article 12	New Employees Contracts .....	28
Article 13	Pay Periods .....	29-30
Article 14	Working Conditions.....	30-32
Article 15	Vacancies, Promotions and Transfers .....	32-34
Article 16	Seniority.....	34-35
Article 17	Evaluation .....	35
Article 18	Layoff and Recall Procedure .....	35-36
Article 19	Employee Rights.....	36-37
Article 20	Personnel Files .....	37-38
Article 21	Travel .....	38-39
Article 22	Transportation and Bus Drivers.....	39-42
Article 23	Insurance and Fringe Benefits .....	42-44
Article 24	SERS Pick-Up Utilizing the Salary Reduction Method.....	44
Article 25	Food Service.....	45-46
Article 26	Wages.....	47-51
Article 27	Severance Pay .....	51-52
Article 28	Attendance.....	53-55
Article 29	Duration and Implementation.....	55-56
Appendix A	Formal Written Grievance Form .....	57-58

# **ARTICLE 1**

## **RECOGNITION**

### **A. RECOGNITION**

1. The Licking Heights Local Board of Education, hereinafter referred to as the "Board", recognizes the Licking Heights Educational Support Professionals Association (LHESPA)/OEA/NEA, as the sole and exclusive bargaining representative for all full and regular part-time non-certified employees as defined in Section B. Bargaining Unit Representation, employed by the Board. Reference to the Superintendent means the Superintendent or his/her designee.
2. All employees of the Licking Heights Local Schools shall be classified as full-time or part-time. A full-time employee is an employee working twenty (20) hours or more per week.

As used throughout this agreement, a part-time employee is an employee working less than twenty (20) hours per week or less than full-time throughout the entire program year, on a regularly scheduled basis, as designated by the Superintendent.

### **B. BARGAINING UNIT REPRESENTATION**

The Association shall be recognized as the sole and exclusive bargaining representative of the following non-certified employees employed by the Licking Heights Local Board of Education: all full and regular part-time non-certificated employees, secretaries, aides, custodial, transportation, maintenance employees, and food service employees.

All professional employees, all management level employees, supervisory and confidential employees as defined in Section 4117 of the Ohio Revised Code including transportation supervisor, building and grounds supervisor, food service supervisor, substitutes, Superintendent's secretary, Treasurer, Treasurer's Assistants, and special education secretary shall be excluded from the bargaining unit.

### **C. TERMS OF RECOGNITION**

1. This recognition shall remain in effect for the length of this current agreement and/or extension mutually agreed to by the Board and Association.

2. Recognition of the Association as the sole and exclusive bargaining agent for all employees in the bargaining unit shall be continued unless challenged in accordance with Chapter 4117.07 of the Ohio Revised Code.

D. **SCOPE OF BARGAINING**

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining except those specifically excluded in accordance with Section 4117.08 (B) and (C) of the Ohio Revised Code.

## **ARTICLE 2**

### **NEGOTIATIONS PROCEDURE**

A. **NEGOTIATIONS**

1. A written request for the initiation of negotiations by either party shall be submitted in writing to the other party no earlier than one-hundred (100) days nor no later than sixty (60) days before the expiration of the current agreement unless otherwise agreed upon by both parties.
2. A mutually accepted meeting date shall be set not more than fifteen (15) days following such request. Specific contract proposals for negotiations shall be submitted in writing by the Association to the representative(s) of the Board at the first meeting. Following submission of the Association issues, the Board shall submit in writing any specific proposals it wishes to negotiate to the Association representative(s) at the first meeting. No additional items shall be submitted by either party following this exchange unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed to by the parties.
3. Each team shall be comprised of not more than six (6) members and either team shall have the right to caucus at any time during negotiations. Caucuses shall normally be limited to a period of thirty (30) minutes but may be extended by mutual consent.

4. Each team may have a maximum of two (2) observers attending a negotiation session. However, observers shall not disrupt, interfere, or participate in the negotiations session.
5. Meetings between the negotiation teams will be held at mutually agreeable times and place.
6. All bargaining sessions shall be in executive session, except that either party may communicate information to the party's respective memberships.
7. News releases to the public media during negotiations shall be made only by mutual agreement as to when and the content of said release.

**B. AGREEMENT**

1. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreements by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.
2. When tentative agreement is reached on all items, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the Association for approval.

The Board shall take action on the tentative agreement within fifteen (15) days of approval of the Association. When approved by both parties, the agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties. The Board and the Association shall share the cost of printing the Agreement.

**C. DISAGREEMENT**

1. In the event the parties are unable to reach agreement, either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Services to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation within twenty (20) calendar days after the first meeting with the mediator and it appears that no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

2. The cost of employing all mediation services shall be shared equally by the Association and the Board.
3. It is also agreed by the Association and the Board that the procedure outlined in this Agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

## **ARTICLE 3**

### **ASSOCIATION RIGHTS**

The Association shall be granted the following sole and exclusive organizational rights as the recognized bargaining agent for the term of this Agreement:

- A. The Association shall be provided space to post announcements and other Association material on existing bulletin boards.
- B. The Association may be granted use of school facilities at no cost for meetings. Association meetings may not interfere with regularly scheduled school activities and must be scheduled in accordance with Board policy governing said use of facilities.
- C. The payroll deduction of Association dues in accordance with Article 4.
- D. The Association may be granted reasonable use of the inter-school mail system, computers, telephone system and copier to communicate Association information to bargaining unit members.
- E. The Association President and Treasurer shall be provided with a copy of the Board Agenda, approved minutes, State Foundation information, annual budget and appropriation measures, and other public documents as requested.
- F. The Board will provide twelve (12) paper copies of this Agreement to the Association. The Board will provide extra copies to the Association upon request, the cost of which will be shared equally between the Board and the Association. The Board will make an electronic version available to the Association that may be distributed to bargaining unit members. When it becomes feasible, the Board will post an electronic version of this Agreement on the District's website in an intranet format.

- G. The Association will be granted the use of Association Leave not to exceed six (6) days annually for officers and delegates to attend meetings or conferences of the State District or National Association. Up to four (4) additional days may be granted for such purpose by the Superintendent.
- H. The Association may make Association announcements at the end of general staff meetings.
- I. The Association will provide information on the Fair Share Fee Provision to the Board who will advise all new Bargaining Unit Members of the provision prior to the signing of their employment contract.
- J. Representatives of the Superintendent will meet once monthly with representatives of the Association at mutually convenient times to discuss matters of mutual concern from September through May, if needed persons are available for the meeting and if requested by either party.

## **ARTICLE 4**

### **PAYROLL DEDUCTIONS**

The Board shall provide at no cost to the Employees payroll deductions as stated below and in compliance with other sections of this contract.

**A. ASSOCIATION DUES**

Payroll deductions for Association dues will be made upon written authorization to the Treasurer prior to September 30<sup>th</sup>. Payroll deduction will then commence with first pay in November and continue to be deducted from each pay through the second pay in the month of June for each year. The Treasurer of the Board of Education shall remit to the local Association Treasurer the full amount of the local LHSSA dues from the first dues deduction in November. All remaining deductions shall be forwarded directly to the Ohio Education Association. Such remittances shall be transmitted to the appropriate party within fifteen (15) days of being deducted. The Treasurer and the Board shall have no further responsibility, liability, or obligation upon transmitting said dues.

**B. OTHER DEDUCTIONS**

Deductions may be authorized for payroll deduction to the Treasurer by the Employee for the following:

1. Fund for Children and Public Education (FCPE)
2. Health Insurance Program and Dental Program
3. Annuities - enrollment shall be limited to existing companies and to any additional companies where at least five (5) employees of the Board indicate that they wish to use said company.

C. **CREDIT UNION**

Deductions may be authorized for payroll deduction to the Treasurer for the Licking County Credit Union. Deductions for the credit union shall be made in equal deductions from each regular paycheck over the succeeding year following authorization. Credit union deduction will be forwarded to the credit union within the month in which deducted. Credit union deductions may be authorized at any time by proper application.

D. **MISCELLANEOUS**

1. Deductions shall be in equal amounts and shall be forwarded to the appropriate agencies within the month in which they are deducted and must be authorized in writing by the member on forms prescribed by the Treasurer.
2. Deductions authorized in writing by members employed after the beginning of the school year shall be appropriately pro-rated as authorized by the member and be in compliance with the other provisions of this article.

E. **FAIR SHARE FEE**

1. In accordance with the provisions of Section §4117.09(c) of the Ohio Revised Code, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Licking Heights Support Staff Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. Such fair share fee will be subject to the following provisions:
  - a. Any bargaining unit member hired after December 6, 1995 will have as a condition of employment the payment of a fair share fee.
  - b. All unit members who were dues paying members of the Association as of December 6, 1995, will either maintain such membership or be subject to a fair share fee.
  - c. All unit members who were employed as of December 6, 1995, and who were not members of the Association shall not be subject to a fair share fee.

2. The Association shall provide reasonable notification to non-members of the fair share fee and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. The Association shall make available to any non-member so requesting the required financial disclosure upon which the fair share fee was determined.
3. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section §4117.09(c) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
4. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
5. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association and Local Association dues, shall be transmitted by the Association to the Board Treasurer by September 30th of each year during the term of the Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
6. Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.
7. The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination date of membership.

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

## **ARTICLE 5**

### **MAINTENANCE OF MEMBERSHIP**

Payroll deductions for the payment of membership dues to the Licking Heights Educational Support Professionals Association (LHESPA), the Central/OEA/NEA, Inc. (COEA), the Ohio Education Association (OEA), and the National Education Association (NEA) shall be provided by the Board in accordance with the following:

- A. Bargaining unit members must submit a written authorization for payroll deductions on a form provided by the (LHESPA) to the Treasurer on or before September 30 of any year the unit member begins payroll deductions under this agreement. The Association Treasurer shall notify the District Treasurer of the amount of dues payable to each Association by September 30.
- B. Deductions shall be in equal amounts and shall be deducted from each pay to the second (2nd) pay in June of each year and in keeping with Article 4 of this contract. Deductions shall be forwarded to the appropriate agencies within the month in which they are deducted.
- C. Unless a bargaining unit member requests in writing to revoke said authorization between September 1 and September 30 to the Treasurer of the Board, said authorization will continue in effect.
- D. The Board agrees to notify the Association within fifteen (15) days relative to any litigation or grievance(s) filed resulting from the implementation of this Article.
- E. The Treasurer shall provide the Association President and Treasurer with a list of those bargaining unit members requesting to be withdrawn from continuous membership within ten (10) working days at the expiration of the authorized window period for such withdrawal.
- F. The Association agrees to appoint counsel that will be mutually acceptable to the Board to defend it in all cases that may arise from this Article.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

**Grievance** A complaint alleging a violation, misinterpretation, or misapplication of any provision of the negotiated agreement between the Board and the Association.

**Grievant** An employee, a group of employees in the bargaining unit or the Association alleging a grievance. A grievance alleged by a group shall have arisen out of and confined to the same circumstances affecting each member of said group.

**Day** The term "day" when used in this document shall mean work day (Monday through Friday exclusive of calamity days and holidays). The time limits provided for in this document shall be strictly observed, but may be extended by mutual written agreement of the parties.

#### B. GENERAL PROCEDURES

1. The grievant may be represented by the Association or its affiliates or by counsel.
2. The President of the Association shall be notified by email in advance, of each meeting held to resolve a grievance.
3. All written grievances shall state: 1) the specific contract provision(s) alleged to be violated, misapplied, or misinterpreted; 2) a brief description of the grievance and the time, place, and date it occurred; 3) the relief sought, and 4) the date of submittal. Support Staff Departmental Supervisors will develop a numbering system to track grievances filed in their department.
4. Decisions rendered at each formal level shall be made in writing, stating supporting reasons.
5. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment; nor shall the grievant, the Association or its officers or

employees of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

6. Failure of the aggrieved to proceed within the specified time limits to the next level of procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
7. Failure of the Administration to respond in the time limits stated shall mean that the grievance shall move to the next level of the procedure.
8. A grievance may be initiated at Step II when it has been determined by the member's immediate supervisor that the subject is not within his/her realm of responsibility or control. Such determination shall be submitted in writing to the grievant.
9. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
10. A grievance may be withdrawn at any level without prejudice.
11. Local employee representatives conducting Association business will make reasonable efforts to conduct Association business so as to be least disruptive to the work environment.

C. **PROCEDURE**

1. **Level One - Informal:**

Within ten (10) days from the date the employee knew of the event he/she considers a grievance, he/she shall discuss the problem with his/her supervisor in an effort to resolve the situation. The supervisor shall render his/her decision within five (5) days of the meeting. The meeting date and supervisor's decision shall be noted on the grievance form found in Appendix A.

2. **Level Two:**

In the event the Grievant is not satisfied with the disposition at Level One, he/she shall, within twenty (20) days from the date of the supervisor's decision from Level one, file a formal written grievance on a form provided by the Association and incorporated into this contract as Appendix A, with his/her immediate supervisor. The grievance shall be filed in person with

the immediate supervisor and shall be dated by the supervisor upon receipt. The grievant's immediate supervisor shall provide the grievant a written response no later than ten (10) days after receipt.

3. **Level Three:**

- a. If the grievance is not resolved at Level two, the grievant may, within five (5) days of the principal's or supervisor's answer, submit to the Superintendent, or his or her designee, the written grievance as originally filed at Level two.
- b. No later than five (5) days after receiving the written grievance, the Superintendent or his/her designee shall investigate the grievance and schedule a hearing at a time, place and date acceptable to all parties involved.
- c. The Superintendent shall give the grievant a written answer no later than five (5) days after the hearing.

4. **Level Four:**

- a. If the grievance is not resolved at Level Three, the grievant may, within fifteen (15) days, submit to the Board the written grievance as originally filed at Level two.
- b. The grievant may request a conference with the Board, which shall be conducted at the next regular or special meeting of the Board in executive session.
- c. The Board shall furnish the grievant with a written copy of its decision within ten (10) days after the conference.

5. **Level Five:**

If the grievant is not satisfied with the disposition at Level Three or Level Four, the grievant may, within ten (10) days of the receipt of either the Superintendent or Board's decision, file a written request to refer the alleged grievance to binding arbitration. An arbitrator shall be selected by the parties within fifteen (15) days of the written appeal by using the voluntary rules of the American Arbitration Association.

The arbitrator shall be empowered to base his decision upon an alleged violation of a specific Article and Section of this Agreement, and shall have

no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its unit members involved, and the Board.

All fees and expenses of the Arbitrator shall be paid by the losing party.

## **ARTICLE 7**

### **DUE PROCESS**

- A. The Board agrees to provide each member of the bargaining unit due process in accordance with the requirements of both federal and state statutes and court decisions governing the employment of said employees.
- B. The non-renewal of a non-certificated employee contract shall be in accordance with Section 3319.083 of the ORC.
- C. The termination of a non-certificated employee contract shall be in accordance with Section 3319.081 of the ORC.
- D. The local Superintendent shall notify each non-certificated employee in writing at least fifteen (15) days prior to the scheduled Board meeting at which he/she intends to recommend the non-renewal of the employee's contract. Upon written request to the local Superintendent at least five (5) days prior to the scheduled Board meeting, the employee shall be granted a hearing in Executive Session prior to the Board taking action on the Superintendent's recommendation.

## **ARTICLE 8**

### **DAYS, HOURS, AND WORK SCHEDULES**

#### **A. GENERAL PROVISIONS**

- 1. Employee work year assignment shall be determined and established by the Board. Employee work week will typically be Monday through Friday except by agreement of the parties.

2. Overtime shall be defined as all authorized hours worked over forty (40) hours per assigned work week and shall exclude all unpaid leaves, board approved leaves, and vacation days. Paid holidays, calamity days, and sick leave absences where a written doctor's excuse was submitted shall be included as a part of the assigned workweek and shall count towards the forty (40) hours for the purposes of overtime calculations.
3. All overtime/extra time must be approved in advance by the unit member's immediate supervisor and/or local Superintendent or his/her designee. The Board will pay two (2) hours overtime to an employee who arrives to work a scheduled event overtime and has not been informed of the cancellation of the event.
4. All overtime shall be paid at the rate of one and one-half (1½) times the member's hourly rate for all authorized hours worked over forty (40) hours.
5.
  - a. An overtime and/or extra time schedule shall be prepared for each job classification beginning with the most senior member. Except in emergency cases, overtime will be posted five (5) days prior to the date of the work. Overtime shall be assigned on a rotating basis beginning with the most senior member within a job classification. A posted seniority list of overtime opportunities shall be provided and document overtime assignments. Members refusing an overtime assignment during rotation shall be placed at the bottom of the rotation list.
  - b. Members desiring not to be assigned overtime and/or extra time shall notify their supervisor in writing by September 5<sup>th</sup> and January 5<sup>th</sup> annually and have their name removed from the rotation list.
  - c. If an emergency occurs and everyone on the list declines overtime/extra time, the Superintendent and/or his designee shall assign overtime/extra time on a reverse seniority basis, only after sub list has been exhausted.
  - d. Members must receive annual building orientation to be eligible for overtime or extra time rotation.
6. An employee called in by the local Superintendent and/or his/her designee for an emergency outside of his/her normal working hours shall only have to secure the emergency situation until the next scheduled shift. For these emergency situations, an employee shall be compensated at a rate of one and one-half (1½) times their hourly pay with a minimum of two (2) hours per emergency, regardless of the number of hours worked for that week.

Custodians assigned to a building with access keys are subject to be called to respond to an emergency in that building, such calls are not part of the normal overtime rotation list.

The Association understands the importance of the district having reliable and timely snow removal in order to have school. Employees shall be canvassed, amongst all members of the custodial staff and those wanting to be on the snow removal crew by September 1<sup>st</sup>. The Building and Grounds Supervisor shall establish a snow removal crew, by October 1<sup>st</sup> of each year, of a sufficient number to be determined by the Building and Grounds Supervisor to allow the appropriate training necessary in order to operate snow trucks and tractors. This snow removal crew will be paid overtime and shall operate independently of the event overtime, and shall operate on its own rotation.

Extra time shall be considered as any time above normal contract time but below forty (40) hours in a workweek. Extra time may be offered to contracted personnel as determined by their department supervisor to address departmental concerns and/or finish a needed task that cannot be accomplished within contracted time. A record of all extra time given/used shall be maintained by the department supervisor.

7.
  - a. All eight (8) hour employees shall be granted one (1) fifteen (15) minute break during the first four (4) hours of continuous employment and one (1) fifteen (15) minute break during the next four (4) hours of continuous employment.
  - b. All members employed for six (6) continuous hours shall be granted one (1) ten (10) minute break during the first three (3) hours of continuous employment and one (1) ten (10) minute break during the next three (3) hours of continuous employment.
  - c. Any employee who works a minimum of four (4) hours or more will be given one (1) ten (10) minute break.
  - d. All breaks shall be authorized and scheduled by the member's immediate supervisor.
8. All members of the bargaining unit employed six (6) or more continuous hours shall be granted an uninterrupted thirty (30) consecutive minute lunch period outside the member's work day.

**B. CALAMITY DAYS**

1. A calamity day shall be defined as a day when the Board or its designated representative determines it is necessary to close any or all of the schools in the district for a reason beyond their control.
2. All members of the bargaining unit shall be subject to call for duty on all calamity days. It shall be the responsibility of the local Superintendent or his/her designee to notify those members who are expected to report for duty either before or on the day the schools were closed. Members who are not so notified shall be excused from reporting to work on calamity days and shall be reimbursed their regular hours of pay.
3. Notwithstanding the above, all custodians and maintenance employees that will be required to work will be contacted by the custodial/maintenance supervisor by 9:00 a.m. on the morning of a calamity day, unless they have already reported for duty.
4. Essential identified members who are required to report for duty shall be notified no later than 9:00 a.m. and shall be paid at overtime rate for all hours authorized to work (in addition to the calamity day pay).
5. The local Superintendent and/or his/her designated representative shall maintain a record of all calamity day hours worked by each member and authorize the Treasurer to pay accordingly. The Board shall not be required to provide either a minimum or maximum number of hours of employment for those members required to report for duty.
6. All members shall be expected to report for duty without additional compensation for all calamity days the district may make up provided said make-up days do not require the member to report for duty more days than required by his/her contract.
7. When a calamity (inclement weather and/or heating problems, etc.) occurs after employees have reported for work, employees shall be released by their immediate supervisor after securing their work area (which includes custodians emptying cafeteria trash), except as directed by the Superintendent or designee. Employees shall receive their daily rate of pay for early dismissal due to a calamity.

**C. DELAYED STARTS**

As established at the beginning of each school year, members are required to report to work at their regular start time on delayed start days unless otherwise notified by their supervisor.

Members who normally report to work, prior to a one to two (1-2) hour delay that converts to a closed school day, shall be paid their overtime rate of pay for hours worked, up to the change in calamity status. Any essential identified staff member that is asked to remain at their post after a closing will be compensated at the overtime rate for all hours worked after closing, in addition to the calamity pay.

- D. This Article shall be administered in compliance with Section 3319.081.G. of the Ohio Revised Code (ORC).

## **ARTICLE 9**

### **VACATIONS AND HOLIDAYS**

#### **A. VACATIONS**

- 1. Members employed twelve months (260 days) shall be granted vacation as follows:

<b><u>Years of Service as Twelve Month Employee</u></b>	<b><u>Vacation Days</u></b>
One (1) through eight (8) continuous years	10
Nine (9) through fifteen (15) continuous years	15
Sixteen (16) or more continuous years	20

Vacation for twelve (12) month employees will be determined by the anniversary date of the employee's first day of work.

- 2. Eligible members of the bargaining unit must be employed one (1) full year (260 days) on a continuous basis between July 1 and June 30 before earning the above vacation days. Current employees transferring to two-hundred and sixty (260) day positions from a less than two-hundred and sixty (260) day position shall begin earning vacation days upon their transfer.
- 3. Members hired during the contract year shall be eligible for vacation leave on a pro-rated basis at the conclusion of his/her contract year.
- 4. a. Each eligible member shall submit a request to take a vacation day to the local Superintendent at least three (3) working days prior to taking vacation except in extenuating circumstances as determined by the local Superintendent. Conflicts relative to vacation dates shall

be determined by seniority if the request is submitted on the same day.

- b. A twelve (12) month employee may take no more than five (5) consecutive days without the approval of the Superintendent, to a maximum of ten (10) days of vacation provided the request is made in writing to the Superintendent at least ten (10) days prior to the vacation. If three (3) or more employees are assigned per shift, no more than two (2) employees at a time, per classification, per site, shall be granted vacation during the school year.
  - c. Once vacation leave has been approved, the leave will not be circumvented or returned due to a more senior member requesting the same vacation time or personal leave due to staffing needs.
  - d. Members will be notified of the approval of requested leave within three (3) work days of the date of the request was received by the supervisor as indicated on the vacation request form, once kiosk is in effect, or by hard copy until kiosk is available.
5. Members may carry over five (5) vacation days from one year to the next with a maximum accumulation of twenty-five (25) days. All unused vacation days exceeding the five (5) day carryover will be paid to the employee at their current rate of pay at the end of the contract year, June 30th.
  6. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.
  7. Upon separation, including death, from service, an employee or his/her legal representative, is entitled to compensation for any earned but unused vacation leave to his/her credit at the time of separation. Payment will be made in a lump sum.

**B. HOLIDAYS**

1. Members employed less than twelve months (260 days) per year shall be granted the following paid holidays provided the member accrued earnings on his/her next preceding and his/her next following work days before and after such holiday or was properly excused with prior approval from attendance at work on either or both of those days:

New Year's Day  
Martin Luther King Day

Good Friday  
Memorial Day  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day  
Christmas Day

2. Members employed twelve months (260 days) per year shall be granted the following paid holidays provided the member accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused with prior approval from attendance at work on either or both of those days:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day  
Christmas Day

3. In addition to their normal holiday pay, members required to work on a paid holiday shall be reimbursed at the rate of two (2) times his/her regular hourly rate for all hours worked.
4. If a holiday falls on a Saturday, it will be observed the preceding Friday. If the holiday falls on a Sunday, it will be observed the following Monday.

## **ARTICLE 10**

### **DISCIPLINE AND SUSPENSION**

Members of the bargaining unit shall be disciplined pursuant to the following provisions:

- A. No formal disciplinary action shall be taken by the local Superintendent without the member having the opportunity to have a representative of his/her choice present. A formal disciplinary action shall include only items 2, 3, 4, and 5 of Section C.
- B. A progressive disciplinary policy shall be administered by the local Superintendent. If the local Superintendent believes the action of an employee is such that the progressive nature of the disciplinary policy is inappropriate, a more severe sanction may be applied before a lesser sanction is applied.
- C. The normal sequence shall be:
  - 1. Conference with his/her supervisor and/or local Superintendent which may result in a verbal warning or verbal reprimand (with the date and nature of the verbal reprimand noted in the employee's personnel file).
  - 2. Written reprimand
  - 3. Suspension without pay, not to exceed one (1) day
  - 4. Suspension without pay, not to exceed five (5) days
  - 5. Suspension without pay, not to exceed ten (10) days
- D. All disciplinary appeals shall be initiated in writing to the Board through the local Superintendent. The Board shall hear all appeals in Executive Session. The decision of the Board shall not be subject to the grievance procedure if it involves a verbal warning or a verbal reprimand.
- E. Members may be disciplined and/or suspended for the following reasons:
  - 1. Incompetency
  - 2. Inefficiency
  - 3. Dishonesty
  - 4. Drunkenness and/or substance abuse
  - 5. Insubordination
  - 6. Immoral Conduct
  - 7. Discourteous treatment of the public
  - 8. Neglect of duty
  - 9. Failure to perform good behavior
  - 10. Any acts of misfeasance, malfeasance, or nonfeasance.

- F. After a minimum of two (2) years, an employee may request removal of a disciplinary document from his/her file. The Superintendent in his/her discretion may grant the request.

## **ARTICLE 11**

### **LEAVES**

#### **A. PAID LEAVES**

1. **Sick Leave** – It is important to know how sick leave works so you do not put yourself at risk for disciplinary action or termination.
  - a. LHESPA will represent you if sick leave has been questioned. In cases where abuse is substantiated by the Superintendent or designee, members will be docked three (3) days pay for every one day of sick leave abuse.
  - b. Each member of the bargaining unit employed on a full-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1¼) days per month per year, effective the beginning day of his/her contract. Sick leave shall be counted in full, half-day, or any quarter-day increments.
  - c. Each member of the bargaining unit employed on a part-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1¼) days per month per year, effective the beginning date of his/her contract. Each day of accumulation shall be a pro-rated day equal to the number of hours employed.
  - d. All sick leave days accumulated by a member of the bargaining unit employed on a part-time basis shall be converted on a pro-rated basis in the event of full-time employment. (Example: thirty (30) days of sick leave accumulation for a member employed four (4) hours per day or on a half-day basis would be equal to one hundred twenty (120) hours or fifteen (15) days of sick leave upon being employed on a full-time basis.) (The reverse shall also be true.)

- e. Members of the bargaining unit being employed for the first time in public service shall be granted five (5) days of sick leave credit beginning with the first day of duty. All sick days so credited must be re-earned.
- f. Members of the bargaining unit who are new employees transferring from another school district or public agency in Ohio may transfer previously authorized accumulated sick leave and be credited up to a maximum of one hundred twenty (120) days provided said employment takes place within ten (10) years of the date of last termination of public service. It shall be the responsibility of the employee to secure a certified record from his/her former employer and file a copy with the Treasurer of the Licking Heights Board of Education.
- g. The total accumulation of sick leave shall be three hundred twenty (320) days.
- h. Sick leave may be used for the following reasons upon approval:
  - (1) Personal illness.
  - (2) Pregnancy when authorized by written certification by the member's attending physician.
  - (3) Injury.
  - (4) Exposure to contagious disease which could be communicated to others.
  - (5) Illness or injury in the bargaining unit member's immediate family.
  - (6) Death in the immediate family.
- i. The immediate family for death or illness is defined as: spouse, parent, brother, sister, child, grandparent, parent/brother/sister-in-law, grandchild, step-parent, step-child, foster child legally placed in the home, foster parent, or any relative of either spouse residing in the member's household. Other relatives, friends, or persons having a special relationship to the member may be included providing it is approved by the local Superintendent.
- j. Members of the bargaining unit using five (5) or more consecutive days of sick leave for personal use shall submit a statement from

their attending physician indicating the approximate date of return to duty.

- k. Members of the bargaining unit shall submit a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Any falsification of said statement shall be grounds for suspension without pay by the local Superintendent or termination of employment by the Board.
- l. Members requesting sick leave shall give his/her immediate supervisor at least one (1) hour notice prior to taking sick leave, except when extenuating, emergency circumstances prohibits such notice.
- m. Employees who use no sick leave during the contract year will be paid three (3) days at their regular daily rate. Such payment will be made on the second (2<sup>nd</sup>) pay of July each year.
- n. Your administrator may require written documentation from your physician to justify sick leave when:
  - 1. There is a pattern of use such as workdays before or after a holiday, vacation period, on Mondays/Fridays, or a certain time of the year;
  - 2. There is a reasonable suspicion of sick leave abuse;
  - 3. The employee has been using sick leave for consecutive workdays; and
  - 4. The employee has been absent using sick leave for more than ten (10) days during the same school year.
  - 5. All absences in excess of ten (10) days for staff who work less than 260 days (or twelve (12) days for 260 day staff) in the same contract year (July 1-June 30) will require a physician's note within 72 hours of return to work to receive paid sick leave, excluding the following leave: professional, personal, FMLA, Jury Duty, Maternity/pregnancy, Military Duty, or Vacation. If a physician's note is not provided within 72 hours of the return to work, time taken off will be considered unpaid. This section does not include Article 11 (A)(1)(a).

2. **Work-Related Injury Leave**

When an employee is injured at work necessitating emergency treatment, he/she will be paid for the remainder of his/her shift if unable to report back to work due to the emergency treatment.

3. **Joint Attendance Committee**

The parties agree to establish a Joint Attendance Committee to review trends, absence rates, and patterns of absenteeism, and if the committee believes it is appropriate, make recommendations. This committee shall be a standing agenda item during regularly scheduled Labor Management Meetings. The LHESPA/Board Attendance Committee will consist of up to four (4) persons appointed by the LHESPA President and up to an equal number of persons appointed by the Superintendent. The goal of the committee is to ensure that Article 28( attendance) and changes in Article 11 (1) (a) (n) are effective in decreasing absenteeism, improve working conditions by minimizing staff working short, and provide service continuity for our students/parents. Staff absenteeism patterns from the 2010-2011, 2011-2012, 2012-2013, and 2013-2014 school years establish an average monthly absence rate, excluding FMLA, Jury Duty, Maternity Leave/pregnancy, Military Duty, vacation, professional, or personal days. The following represents attendance improvement targets:

- **2014-2015 School Year-** absence rate shall indicate an overall decrease in absenteeism by 10%.
- **2015-2016 School Year-** absence rate shall indicate an overall decrease from established pattern above of 20%.
- **2016-2017 School Year-** absence rate shall indicate an overall decrease from established pattern above of 30%.

4. **Assault Leave**

- a. In the event a member of the bargaining unit is absent due to physical disability resulting from an assault while performing his/her assigned responsibilities, he/she shall be entitled to a maximum of fifteen (15) days assault leave upon the certification of the member's physician. Assault leave shall not be deducted from the member's accumulated sick leave.
- b. Members eligible for assault leave shall apply for Workman's Compensation. All proceeds received by the member from

Workman's Compensation for reimbursement for the loss of pay due to the assault shall be given to the Treasurer of the Board.

- c. The employee shall cooperate fully with the statutorily appointed legal authority in taking action against the alleged assailant. Failure to cooperate would waive the employee's right to assault leave.

5. **Personal Leave**

- a. Each employee shall be granted not more than three (3) days per school year for the purpose of conducting personal business which cannot be conducted at times other than during the regular school day.
- b. Said leave shall not be accumulated from one (1) year into the next. (Year is defined as July 1<sup>st</sup> – June 30<sup>th</sup>).
- c. Written application on forms provided by the Board of Education for personal leave shall be signed by the applicant and submitted to their immediate supervisor at least seventy-two (72) hours prior to the day such leave is to be taken. When emergency situations arise, making this compliance impossible, the Superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted to the Superintendent and/or their designee within three (3) days after date of absence. Unless the supervisor is on approved leave, the approval or denial of leave request will be made within three (3) work days of the supervisor's receipt of the request as indicated on the personal leave form once the kiosk is in effect. Once approved, personal leave will not be rescinded due to a more senior member requesting the same day(s).
- d. Personal leave may not be used immediately preceding or following a holiday or vacation without a written explanation provided to the Superintendent and/or their designee.
- e. Not more than two (2) employees per classification may be approved for any one (1) day.
- f. Employees will not be required to state any specific reason for personal leave.
- g. Personal leave may be granted for full day(s), a half-day or any one-quarter day increments.

- h. Additional days of personal leave may be granted by the local Superintendent in special circumstances as determined by the local Superintendent.
- i. Employees will be paid at their regular daily rate for all unused personal leave each year. Such payment will be made on the second (2<sup>nd</sup>) pay of July each year.

6. **Jury Duty - Witness Leave**

- a. An employee shall take application for jury duty, arbitration, or witness leave through his/her immediate supervisor to the Superintendent immediately upon notification that he/she has been selected.
- b. The employee shall furnish the Treasurer signed supporting documents to substantiate his/her call to jury duty, arbitration, the number of days served, and the amount paid for services.

7. **Professional Leave**

- a. Bargaining unit members attending approved/required training/coursework will be granted paid professional leave to attend such training/coursework.
- b. Staff members who attend such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary.
- c. The Superintendent has the authority, when he/she considers a meeting to be of sufficient importance to the welfare of the school, to request representation from the staff to attend such meeting(s).
- d. Reimbursement will be paid for the necessary and reasonable expenses of – Sales tax will not be reimbursed:
  - 1) Use of privately owned automobile on a cents-per-mile basis at the current mileage rate in Article 21.
  - 2) Commercial carrier fare which is supported by receipts.
  - 3) Meals necessary and actual expenditures as certified by receipts.
  - 4) Lodging which is supported by receipts.

- 5) Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to the conduct of official school district business which is supported by receipts.
- e. Request for professional leave shall be made in writing to the Superintendent at least two (2) weeks prior to the scheduled meeting date, unless knowledge of the meeting comes after the deadline. All requests shall be made on a form provided by the Board.
8. Each of the parties to this Agreement reserve any and all rights that they may have under the Family and Medical Leave Act of 1993 (FMLA), as amended.

**B. UNPAID LEAVES**

**1. Child Care**

- a. Child care leave is an unpaid leave of absence requested by an employee for the express purpose of caring for a minor dependent son or daughter residing in the member's household for one or more of the following reasons:
  - (1) Recent birth or adoption of an infant necessitating full time parental care away from the place of employment.
  - (2) Onset or continuation of a condition which is life-threatening to a minor dependent son or daughter of the staff member.
  - (3) Development of a chronic but non-fatal condition in the minor dependent child of the staff member which temporarily necessitates treatment or care of that child in another area of the country which is a great distance from the place of employment of the staff member.
- b. Child care leave shall be granted, upon written request to the Superintendent and approved by the Board, to the employee for any of the above reasons for a period of time not to exceed the remaining days of the present contract year.

2. **Non-Occupational Illness or Disability**

- a. Upon written request to the Superintendent, the Board may grant a member an unpaid leave of absence for a period not to exceed the remainder of the current contract year for reasons of personal illness, or other personal disability.
- b. For reasons of personal illness or other personal disability, upon the written certification by the member's physician, the Board may extend said leave for one (1) additional contract year.

3. **Short-Term Leave**

Employees may be granted one (1) unpaid leave of absence per year not to exceed five (5) working days. Said unpaid leave must be taken in full day increments. An application for unpaid leave shall be submitted to the member's immediate supervisor on the form prescribed by the Board at least five (5) working days prior to the day such leave is taken. Short term leave shall in no way affect fringe benefits, nor shall a member's assignment be changed.

4. **Military Leave**

The Board shall grant military leave to bargaining unit members in accordance with O.R.C. 3319.085 and 3309.021. Benefits will be granted at a maximum allowable by law.

5. **Family and Medical Leave**

The Board shall grant Family and Medical Leave according to the Family and Medical Leave Act of 1993.

6. **General Provisions**

- a. Members on unpaid leave of absence shall be permitted to continue normal fringe benefits provided by the Board (excluding retirement contribution) as provided by law (i.e. FMLA, COBRA) provided each insurance carrier approves. Payment of premiums must be made by the bargaining unit member on the date designated by the Treasurer.
- b. Members on unpaid leaves of absence shall be assigned to the same or similar positions held prior to the leave.

- c. Members shall be required to exhaust all applicable leaves before requesting unpaid leave.
- d. Unpaid leaves shall be made according to Section 3319.13 of the Ohio Revised Code.

## **ARTICLE 12**

### **NEW EMPLOYEES CONTRACTS**

- A. Newly hired employees shall be placed on the salary schedule as determined by the Administration.
- B. Employees holding a valid contract for the succeeding school year shall be given a salary notice in accordance with Section 3319.082 of the Ohio Revised Code.
- C. Newly hired employees shall receive a contract within thirty (30) days of official Board action on the contract in accordance with the requirements of Section 3319.081. The employee shall be advised of his/her assignment, minimum number of hours assigned per day, number of days employed per contract year, and number of paid holidays.
- D. All employees shall be subject to a ninety (90) calendar day probationary period.
- E. Contract sequence:
  - 1 year
  - 2 year
  - Continuing

With the potential to add a one (1) year probationary period between a sequence. The decision to add the probationary period shall not be made on an arbitrary or capricious basis.

## **ARTICLE 13**

### **PAY PERIODS**

- A. All employees employed in the Licking Heights School District shall be paid in twenty-six (26) equal gross payments on every other Friday. Due to the calendar creep, once every several years there will be a need to be a three week gap between annual twelve month pay cycles.
- B. Should a payday fall during a scheduled holiday, employees shall receive payment on the last business day prior to the holiday.
- C. Errors in pay in excess of twenty (\$20.00) dollars will be adjusted within five (5) school days from the time in which the error is reported. This does not include errors or omissions made by the employees inputting their time. This payment will be made in the same manner as the employee receives his/her pay, i.e. by direct deposit or by check.
- D. If an employee received an overpayment, repayment to the district will be prorated over an equal amount of time, or as agreed to by the Employee, District Treasurer and Superintendent.
- E. **Direct Deposit**
  - 1. Contingent on the District's ability to arrange for every bargaining member to have a bank account, all employees shall be paid by automatic deposit, with electronic confirmation, beginning with the first pay of the 2012–2013 pay cycle that occurs at least ten (10) days after Board approval of this Agreement. All bargaining unit members are responsible for ensuring that they have an active bank account for the receipt of direct deposit payments. Any bargaining unit members that choose to take advantage of the District's above-mentioned arrangement with the banking institution are responsible for following through on all necessary steps to obtain a bank account. Bargaining unit members who do not have an active bank account for receiving direct deposits will not receive their paychecks.
  - 2. During work hours, bargaining unit members may access their KIOSK (or any alternative) accounts from a District computer and may print out a copy of their paystub on a District printer.
  - 3. Members may change banks and/or deduction amounts (i.e. amount to savings and amount to checking) at any time during the year upon written notification to the Treasurer.

- H. Employees will receive a copy of their time printout with each pay.

## **ARTICLE 14**

### **WORKING CONDITIONS**

- A. **IN-SERVICE**

In-service training shall be provided each member based upon need as determined by the Administration. Members may request additional in-service by submitting a written request to the local Superintendent. If the request is denied, the local Superintendent shall provide the member with reasons in writing. The decision of the local Superintendent shall be final and not subject to the grievance procedure.

- B. **REST AREAS**

Rest areas provided in each building may be utilized by bargaining unit members. The Board will make available a restroom and a telephone for bus drivers taking extra trips during a weekend and/or evening hours.

- C. Any training for certification/licensure that the Board requires an employee to attend (i.e. First Aid, CPR and HVAC) will be provided at no cost to the employee. Employees submitting training reimbursement requests to the Board will receive reimbursement in the next regular check run following the submission.

- D. **BACKGROUND CHECKS**

The Board will reimburse employees for the cost of all state and/or federally required background checks at the ESC rate or at the actual reimbursement rate, whichever is less.

- E. **HEALTH AND SAFETY**

1. The Employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. The Employers Occupational Safety and Health program shall comply with the requirements of the basic program elements of the Ohio Department of Industrial Relations. Employees shall utilize all training and safety equipment provided by the employer.

2. A standard first aid kit, recommended by the Licking County Health Department, shall be available at each work site. Each first aid kit shall include a pair of rubber gloves.
  3. Upon the receipt of the "Maintenance and Repair Request Form" the Board will repair needed tools and equipment as soon as feasible.
  4. A joint committee comprised of one representative of each classification, as elected by that classification, and up to an equal number of administrators/supervisors will be formed to review and consider the provision of uniforms to all bargaining unit employees. Should the committee fail to reach a consensus and written recommendation by September 30, 2014 on the issue of uniforms, the issue shall be placed before the Labor Management Committee for further discussion.
  5. Any custodial employee working second shift shall be permitted to leave early if the county in which the custodial employee's building is located declares a Level 3 snow emergency, or with supervisor discretion. Prior to leaving early due to a Level 3 snow emergency, the custodial employees shall notify their supervisor of their early departure. Such departure shall not be counted as an occurrence under the attendance policy.
- F. All employees required to handle public moneys shall be bonded or insured by the Board. Public moneys shall be deposited within the timelines designated in O.R.C. 9.38.
- G. The Hepatitis B vaccine shall be made available to all bargaining unit members at no cost to the unit member.
- H. A joint committee will be formed to review and update all Bargaining Unit job descriptions. The results of this committee will be acted upon by the Board during the life of this Agreement.
- I. When a building is open for weekend school related events (Licking Heights and/or any other school district) two (2) custodians will be on duty during the event. Buildings used for non-school related events will only require one (1) custodian on duty, unless the event is scheduled to extend beyond 9:00 p.m. (i.e., Elections, Girl Scouts, Cub Scouts, etc.) Two (2) custodians will be assigned to each building during the second shift.
- J. Custodial employees will not be responsible for student supervision. Student supervision will be handled by the appropriate coach, advisor, etc.

- K. Employees will be provided the necessary workspace, equipment and supplies to perform their job, and a secure, lockable storage area for personal belongings close to their work stations. All employees will have an individual mailbox (plastic files, envelope on locker, etc.).
- L. Employees who choose not to have their names, addresses and telephone number included on the departmental directories that are circulated to all departmental employees will notify their supervisor in writing at the beginning of each school year that they do not want to be included on such list(s), including calamity and emergency tree calling lists.
- M. All employees shall be notified, in writing, two (2) days and five (5) days if feasible, prior to any interdepartmental or staff meetings scheduled. Employees shall be compensated at their hourly rate, or overtime rate if applicable, for any meeting held outside their normally scheduled work day, not to exceed 1.5 hours.
- N. The Board shall reimburse or replace bargaining unit member personal property which is damaged in the regular course of assigned duties. Nothing in this section shall cover the normal wear and tear which affects bargaining unit member property such as clothing or footwear. Any bargaining unit member who brings personal property to school for use in the regular course of assigned duties which value is in excess of two hundred fifty dollars (\$250.00) shall, prior to bringing the personal property to school, receive permission from his/her immediate supervisor.

The Board's total liability for any one (1) incident will not exceed \$ 250.00 per bargaining unit member. Lost, stolen or damaged items will be replaced utilizing normal purchasing procedures after any proof of loss requirements needed for the school's insurance carrier are met. Replacement or reimbursement will be made when an insurance claim is not filed, providing the normal purchasing procedures are followed. Any loss shall be reported to the immediate supervisor within thirty (30) days. The supervisor may decline, in writing, to be responsible for such items.

## **ARTICLE 15**

### **VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever a vacancy or the creation of a new position occurs, it shall be posted for a period of five (5) working days in each work location by the building time clock or a location mutually agreed upon by the supervisor and the building Association representative in the District prior to filling said position. Vacancy notices shall include the specific job title, usual hours of work and the number of

days the position works during the year. Vacancies which become available during the months of June, July and August shall be mailed to all bargaining unit members through their paychecks. There shall be a posting period of at least five (5) working days from the date of postmark.

- B. Qualified employees shall apply, in writing, to the local Superintendent within the time limitation established in the posted notice, which in no event shall be less than five (5) working days from the date of posting/postmark.
- C. Whenever the Board determines to fill a vacancy or create a new position within one of the classifications described in paragraph B., Article 1 (i.e., secretaries, aides, custodial, transportation, maintenance employees, and cafeteria employees), an employee within the same classification as the vacancy who meets the specific qualifications as outlined in the job description and who applies for the transfer, will be assigned to the vacancy. If more than one (1) employee within the classification applies for the vacancy, the employee with the greatest seniority will be assigned to the vacancy.
- D. Employees interested in a position or vacancy outside the classification in which they are employed must possess the specific qualifications required as outlined in the job description for the vacancy or position for which he/she is applying. If a bargaining unit applicant applies for a vacant position outside his/her classification and possesses equal qualifications as a non-bargaining applicant, the bargaining unit member shall be chosen to fill the vacancy. This determination shall be made by the local Superintendent.
- E. The step placement of members transferring to a different classification or of members going from part-time to full-time positions or full-time to part-time positions shall be at the supervisor's discretion so long as the placement does not cause a loss in hourly rate of pay.

When an employee successfully and voluntarily bids on a lower position in a lower paying classification, the employee moves to the same experience step in the new classification even if the hourly rate is lower for that step than in the classification in which the employee came.

For employees with at least six (6) years of experience in the district who are moving to a new classification, they shall be placed no lower than Step 6 on the new classification schedule. For those employees with less than six (6) years of experience with the district moving to a new classification, they shall be given no less than all of their experience on the new classification schedule.

A member transferring from a full-time to a part-time position shall be granted no less than all their years of experience for placement purposes.

- F. Upon Superintendent's formal notification, employees temporarily transferred to a higher paid classification will be paid at the rate of that classification.
- G. Employees will not be involuntarily transferred to another position, job site or classification without a prior meeting with the employee's Supervisor and Superintendent. When an involuntary transfer is made due to building staffing requirements, the transfer will be made on a reverse seniority basis.

## **ARTICLE 16**

### **SENIORITY**

- A. Seniority shall be defined as the years and months of continuous service in the Licking Heights Local School District from the date of most recent hire.
- B. Seniority will continue to accrue during all paid leaves of absence.
- C. Time spent on inactive pay status (unpaid leave) or time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Seniority shall be lost when a unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.
- E. A tie in seniority shall be broken by the following method to determine the most senior member:
  - 1. The date of the Board action to hire the employee; then
  - 2. The date of application; then
  - 3. By lottery, with the most senior member being the one whose name is drawn first, etc.
- F. The Superintendent shall provide the Association and bargaining unit members with a seniority list prior to October 1<sup>st</sup> of each contract year. Such list will include name, classification, type of contract (limited or continuing), and the first day of continued employment. Corrections to the list must be submitted to the Superintendent or designee by October 31.
- G. There shall be a probationary period of ninety (90) calendar days to determine the fitness, adaptability, and capability of any employee new to the system. During

such time the new employee shall have no seniority rights in that position. New employees retained beyond the ninety (90) calendar day period shall have their seniority computed as of their date of original hire.

Probationary employees may be discharged by the Administration at any time for any good and just reason. Said discharge shall not be subject to the grievance procedure of this contract.

## **ARTICLE 17**

### **EVALUATION**

Each employee whose contracts are due to expire at the end of the current contract year shall be evaluated annually by the local Superintendent and/or his/her designated representative. All other employees will be evaluated every three (3) years except if there is a problem with the employee's performance. Employees with performance problems will be evaluated at least once annually prior to the end of February. A conference shall be held within ten (10) working days to review the evaluation. After review, the employee and the evaluator shall sign the evaluation. The employee's signature indicates review only and does not necessarily mean he/she agrees with the contents of the evaluation.

Each evaluation shall be placed in the employee's personnel file. An employee may submit written comments to be attached to each evaluation.

Each employee shall receive a copy of the written evaluation at the time the evaluation conference is held.

## **ARTICLE 18**

### **LAYOFF AND RECALL PROCEDURE**

Whenever it becomes necessary to reduce the number of employees within a classification due to the lack of funds, the lack of work, or the abolition of a position or classification, the layoffs shall be conducted as follows:

- A. The employee with the least seniority in the classification to be affected shall be laid off first.

- B. Any employee so laid off in one classification may displace the least senior member of another classification providing the laid off employee has more seniority than the displaced employee and the laid off employee is qualified and has had successful experience in the position of the employee being displaced.
- C. All laid off employees shall maintain recall rights for a period of eighteen (18) months.
- D. During the one (1) year period no one will be hired or promoted into a classification until all laid off employees in that classification are reinstated or decline the position when it is offered. It shall be the responsibility of all laid off employees to keep the local Superintendent informed of his/her telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within seven (7) days after the postmarked date by the local Superintendent shall be considered a decline of the position.
- E. Should transfer be necessary as the result of a layoff, members of the bargaining unit may submit a letter to the local Superintendent requesting consideration for the transfer.
- F. Laid off employees shall be granted the right to carry the employee insurance program made available to members of the bargaining unit by the Board for a period of eighteen (18) months by paying the total cost to the Treasurer on the date specified by the Treasurer. This right shall be dependent upon the approval of each insurance carrier.
- G. Laid off employees shall not lose their reinstatement rights for declining an offer of another position with fewer hours than the position they were laid off from.

## **ARTICLE 19**

### **EMPLOYEE RIGHTS**

- A. The policies and practices of the Board and the Association shall be administered without regard to race, color, national origins, sex, marital status, or age.
- B. The Board and the Association shall not discriminate against any member of the bargaining unit because of or the absence of their membership in the LHESPA/Central/OEA/NEA, Inc. (COEA)/OEA/NEA.

- C. No reprisals shall be taken by the Board or the Association against an employee by reason of his/her utilization of any procedure or activity provided for in this agreement or in any existing personnel policy.
- D. The Board will post any summer work opportunity that will be offered. Employees covered under this Agreement that wish to be considered for summer work opportunities will submit a written statement to the Superintendent no later than May 1<sup>st</sup> of each year. Those departments working through the summer will pull needed resources from the list of interested employees and assign as needed. In the event that the number of applications for summer work positions exceeds the available number of summer work positions, the posting will be offered on a seniority basis among the qualified employee applicants. The Board does not guarantee a minimum or maximum number of hours for summer help employees.
- E. Bargaining unit members shall receive a copy of any District and/or departmental handbooks developed by the Board and any amendments of the job descriptions prior to the implementation of the duty changes.  
  
Employees will sign an acknowledgment that they have received any handbooks, job descriptions or amendment to job descriptions.
- F. Employees working summer jobs will be paid at step zero (0) of the applicable classification. Qualified bargaining unit members will be offered summer work prior to non-bargaining unit persons.
- G. Current employees not holding a high school diploma/GED at the effective dates of the job description requiring such will not be required to obtain a high school diploma or GED in order to maintain their employment with the Board and may, with the approval of the Superintendent, be awarded another position with the Board that require a high school diploma or GED.

## **ARTICLE 20**

### **PERSONNEL FILES**

- A. The official personnel file containing employment and appropriate information as determined by the administration, shall be maintained in the Central Office of the Board of Education.
- B. The Supervisor's file shall contain only the employee job description, on the job training requirements (bus driver), work schedule, and break schedule, if eligible.

- C. All members of the bargaining unit shall have the right to review their official file or supervisor's file upon request to the local Superintendent and/or his/her designee or his/her supervisor at a time that does not interfere with the member's assigned responsibilities. Employees shall be entitled to a copy of any item in their file. Employees shall be entitled to attach a reply to any piece of information in their file.
- D. If any members' personnel file is opened to anyone other than the member, his/her supervisor or the Superintendent, reasonable effort will be made to notify the member in writing within twenty-four (24) hours. The member may have representation present when the personnel file is reviewed by anyone.
- E. No anonymous letter, report, or communication shall be included in the employee's personnel file.
- F. If an administrative communication, written record of disciplinary action, or communication received from parents and other nonprofessionals regarding an employee, is intended to become part of the file, it shall be reviewed with the staff member involved and the staff member shall be afforded the opportunity to file a written reply before it is placed in the file. The employee shall initial and date each such document, other than routine financial or demographic data (e.g., change of name, address, etc.), entered into his/her file to verify its review.

## **ARTICLE 21**

### **TRAVEL**

- A. Authorized bargaining unit members required to drive their vehicle on Board of Education business shall be reimbursed at the prevailing IRS rate.
- B. Eligible bargaining unit members shall submit requests for reimbursement in accordance with the policies and procedures established by the local Superintendent and approved by the Board. Such requests will be reviewed with unit members' supervisor prior to submission.
- C. Employees shall not be required to haul any school district equipment or property or persons in their personal vehicle.
- D. For the purpose of this Article, mileage to and from Board required drug/alcohol testing will be considered authorized Board of Education business and will be reimbursed at the current Internal Revenue Service (IRS) rate for personal mileage.

- E. Employees driving school vehicles must notify their supervisor of any moving motor vehicle offenses within five (5) of the employees' work days of the offense.

## **ARTICLE 22**

### **TRANSPORTATION AND BUS DRIVERS**

#### **A. REGULAR ROUTES**

1. A seniority list shall be posted in the transportation office at the beginning of each school year. Seniority shall be computed in accordance with Article 16. All routes will be rebid prior to the beginning of each school year.
2. A route shall be an 'open' route and will be made available and posted for bidding when:
  - a. A new route is created.
  - b. A route is left vacant through retirement, voluntarily quitting and discharge after appeals have been exhausted.

In the event a route becomes open, after the annual bid meeting due to retirement, resignation or the creation of a new route, such route shall be posted and offered to all drivers/transportation assistants and awarded to the most senior applicant.

3. All drivers and transportation assistants will be sent a copy of the complete route information which shall include routes then expected to use transportation assistants, which shall be made available via U. S. mail, email or pick-up as indicated by the employee at least five (5) working days prior to the annual organization meeting. Such information shall indicate which routes are open for bid.
4. Open Routes:
  - a. Open bus routes shall be offered to bus drivers only and awarded to the most senior. Subsequent vacancies shall then be offered to all bus drivers, as applicable, and awarded in seniority order.
  - b. Open transportation assistants/van routes shall be offered to transportation assistants only and awarded as in section 4a above.

5. Drivers and transportation assistants driving both an AM and PM schedule shall be paid their contracted hours which shall include student contact time, pre-trip maintenance, cleaning the bus, and driving time.
6. Whenever possible, routes, including special needs and mail routes that are less than four (4) hours, will be attached to an existing route.
7. The Superintendent or designee, in consultation with the Union, shall develop a form that shall be used, beginning thirty (30) days after Board approval of this Agreement, to record parental complaints about the misconduct of a bus driver or discipline of a student for misconduct on a bus. A copy of a completed form shall be given to the affected bus driver within two (2) work days of the Transportation Supervisor's receipt of the complaint. If the bus driver requests in writing to review the bus videotape or DVD, if one exists, the Transportation Supervisor or other administrator shall view the relevant video or DVD recording with the bus driver.

**B. EXTRA TRIPS**

1. Regular drivers who are interested in taking extra trips may sign up at the beginning of each new school year. The list of drivers requesting extra trips shall be arranged in order of seniority and shall constitute the seniority list for extra trips. Drivers declining a trip during the first rotation shall notify the transportation supervisor that they are available after declining a trip that week which still may be available.
2. Extra trips will be offered to eligible drivers on a rotation system. If a driver declines a trip or is absent, he/she shall drop to the bottom of the list. Newly hired drivers may be added to the list upon employment.
3. Drivers will be paid for a minimum of two (2) hours.
4. If a trip is rescheduled, the driver initially accepting the trip shall be offered the rescheduled trip before it is offered to other drivers.

**C. GENERAL**

1. If routes have to be adjusted at any time because of over-loading or for time adjustment, there shall be a meeting with the transportation supervisor and/or the local superintendent, the bus drivers, transportation assistant and a transportation association representative, if requested, involved to work out a solution. Should the meeting necessitate a decision being made which is beyond the realm of authority of the transportation supervisor, the Superintendent shall attend the meeting.

2. The Board shall pay for all physical examination, recertification costs, first aid and Cardio-Pulmonary Resuscitation (CPR) fees for bus drivers, provided the physical is done through an ESC approved physician.
3. Drivers/transportation assistants shall be required to attend a yearly organizational meeting that will be held no earlier than fourteen (14) days before the first day of school.
4. Drivers/transportation assistants may be required to attend a maximum of one (1) two (2) hour or two (2) one (1) hour inservice meetings. Drivers will be paid for hours worked on required paperwork documented by the time clock system and with prior approval of the transportation supervisor.
5. The Transportation Supervisor shall inform all drivers in writing of the date, time and place of the annual organizational meeting no later than the last day of the preceding school year.
6. Drivers/transportation assistants will be paid at their regular hourly rate for required attendance at first aid and Cardio-Pulmonary Resuscitation (CPR) training.
7. The Board will reimburse all new driver training costs, provided that drivers have stayed past their probationary period (ninety [90] days). Full-time contracted drivers leaving within the first one hundred twenty (120) days of employment will be required to reimburse the district for all new driver costs.
8. A security procedure will be in place should an emergency arise during the bus route, whereas the transportation supervisor and/or his/her designee will go directly to assist the bus driver. Driver request for law enforcement back-up will be relayed to the appropriate law enforcement agency(s) immediately.
9. Should it become necessary for a student to be transported home from school for discipline, examples include but are not limited to an in-school or prior to an out-of-school suspension or illness, a second adult will be present to assist the bus driver/transportation assistant.
10. Requests for a transportation assistant by a bus driver or by a transportation assistant driving a van will not be unreasonably denied when based on the following reasons:
  - a. Students on a route require the documented use of seat belts, car seats or need other assistance.

- b. Discipline/control status of assigned students.
  - c. Full capacity bus.
11. One (1) transportation assistant position will not be assigned to a specific route and will be used to assist drivers as assigned by the Transportation Supervisor, except when existing staffing levels cannot accommodate.
  12. Snow/ice removal from school buses/vans will be offered to school bus drivers as follows:

Bus drivers desiring to provide snow removal services shall give written notification to the transportation supervisor by September 1 of each year of their intention to perform snow removal. If the supervisor decides to call in bus drivers for snow or ice removal, he will canvas drivers on the list by seniority. Drivers shall be paid their regular hourly rate of pay for snow and ice removal unless such time constitutes overtime set forth in Article 8 (A)(2) and (A)(4).

## **ARTICLE 23**

### **INSURANCE AND FRINGE BENEFITS**

#### **A. HEALTH INSURANCE**

1. For employees in the bargaining unit on March 3, 2011 (for so long as they continue in the bargaining unit scheduled for at least twenty (20) hours per week), the Board shall contribute seventy-five percent (75%) of the premium per month toward the family or single coverage of the Board approved medical plan, subject to section 5 below. For the life of the contract, the Board shall provide coverage equal to or better than the coverage in effect as of July 01, 2014 (Base Plan and Base Plus).
2. For employees hired into the bargaining unit on or after March 3, 2011, the Board will contribute seventy-five percent (75%) of the health insurance premium cost for "eligible employees," subject to section 5 below. An "eligible employee" is an employee who is regularly scheduled for six (6) or more hours per contracted work day (30 hours per week of school). Employees who are not grandfathered under paragraph (1) above and who do not meet the definition of "eligible employee" but who are regularly

scheduled for at least twenty (20) hours per week may enroll in the group plan at the employee's cost through payroll deduction.

3. If a bus driver or transportation assistant begins the contract year at less than six (6) hours per day but from the first student attendance day through October 31 averages more than five and a half (5.5) hours of paid time per day as a transportation employee (not counting any substituting for other employees and extra trips), the Board shall increase the employee's regularly scheduled work day by rounding up to the next quarter hour (but no less than six (6) hours per contracted work day) for the remainder of that school year for all purposes, including paid leave time and eligibility for insurance benefits. This subsection (A)(3) is subject to Article 18 (Layoff and Recall) and does not guarantee the rounded up hours for the following school year(s).
4. The parties agree to establish a joint ongoing insurance committee to review and study funding, structure and design(s) for health insurance and, if the committee believes it is appropriate, make recommendations. The committee will consist of the executive committee of LHESPA and an equal number of persons appointed by the Superintendent (with representation from the LHEA unit). The committee shall meet monthly.
5. Notwithstanding Article 23 (A)(1) and (A)(2) above, the Board shall contribute the following per month toward the family coverage or the single coverage of the Board approved health care plans, effective July 1, 2014, or such other later date which is the earliest feasible date for the change:

	<u>Base Plan</u>		<u>Base Plan Plus</u>	
<u>Eff. Date</u>	<u>Board</u>	<u>Employee</u>	<u>Board</u>	<u>Employee</u>
7/1/14	88%	12%	80%	20%
9/1/14	84%	16%	79%	21%
1/1/15	81%	19%	77%	23%
9/1/15	78%	22%	76%	24%
1/1/16	75%	25%	75%	25%

**B. DENTAL INSURANCE**

Beginning July 1, 2004, the Board shall contribute seventy-five percent (75%) of the premium per month toward the family or single coverage of the Board approved dental plan.

C. **LIFE INSURANCE**

The Board shall provide thirty thousand dollars (\$30,000) Group Term Life with AD&D for each member of the bargaining unit.

D. **OPEN ENROLLMENT**

There will be an open period for enrollment during each school year.

## **ARTICLE 24**

### **SERS PICK-UP** **UTILIZING THE SALARY REDUCTION METHOD**

The Board of Education of the Licking Heights Local School District herewith agrees to pick-up utilizing the salary reduction method contributions (at no cost to the Board) to the State Employees Retirement System, paid upon behalf of the employees, under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be that amount required to be contributed by the State Employees Retirement System from the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all non-certified employees.
- C. The pick-up shall become effective July 1, 1987, and shall apply to all compensation including supplemental earnings thereafter.

Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other provisions, shall be declared null and void.

## **ARTICLE 25**

### **FOOD SERVICE**

- A. "Special Events" shall be defined as any additional minutes and/or hours that are offered to all employees in a specific building for an event during the school day in that building. Examples are Feast Day, Grandparents Breakfast, Senior Breakfast, special brunches, etc. The Food Service Director will canvas the staff of the building involved, using the building's seniority list, to obtain the necessary time to accomplish the special event.
- B. "Catered Events" shall be defined as any additional minutes and/or hours that are offered to all food service employees at all buildings for an event in any building that is after normal working times. Examples are National Honor Society Dinner, wrestling tournament concession stand, band spaghetti dinner, etc. The Food Service Director will canvas the entire Food Service Staff, using a departmental seniority list, to obtain the necessary time to accomplish the catered event.
- C. "Additional Time" shall be defined as minutes (above employee's contracted time) necessary to complete a job requirement that is requested by a Food Service employee and approved by the Food Service Director. Examples are monthly lunch fund paperwork, etc.
- D. "Extra Time" shall be defined as minutes offered to a Food Service employee to accommodate an absence of another contracted staff employee. Based on the information from the "floatation" chart and the building seniority/rotation list, the Food Service Director will fill a vacancy of an absent employee with a contracted employee and then call a qualified food service substitute to fill in for the vacancy of the floated contracted employee.
- E. The Food Service Director will canvas all Food Service Employees at the beginning of the school year to establish their "floatation" status for the year. The form will confirm each employee's desire to work (or not to work) at another job position and at another building site during the year. If the floatation list is exhausted, the Food Service Director has the right to temporarily reassign in accordance with rotating a reverse seniority of employees available.
- F. The Food Service Director will canvas all Food Service employees at the beginning of the school year to establish their interest in working "special event" and "catered events". Employees desiring not to be offered "special event" time or "catered event" time shall notify the Food Service Director, in writing, within three (3) weeks of the start of the school year.

- G. If, at any time, during the year, a contracted employee would like to change their status of "floatation" or their interest in working "special events" or "catered events", written notification can be given to the Food Service Director and they will be removed or added to the lists as requested.

## ARTICLE 26

### ARTICLE 26 LICKING HEIGHTS ESPA SALARY SCHEDULE FY 14-15 \$2.00 Schedule A & .60 all other schedules

note: any employee serving in the role of Food Service or Custodial Liaison will receive an add'l .50 per hour

	A	B	C	D	E	G	H
0	\$15.06	\$12.79	\$11.17	\$16.54	\$12.45	\$14.67	\$13.85
1	\$15.44	\$13.15	\$11.49	\$17.01	\$12.81	\$15.09	\$14.25
2	\$15.85	\$13.53	\$11.82	\$17.50	\$13.17	\$15.52	\$14.67
3	\$16.27	\$13.92	\$12.16	\$18.01	\$13.55	\$15.97	\$15.09
4	\$16.69	\$14.33	\$12.51	\$18.53	\$13.93	\$16.43	\$15.52
5	\$17.13	\$14.73	\$12.87	\$19.07	\$14.34	\$16.91	\$15.97
6	\$17.59	\$15.15	\$13.23	\$19.63	\$14.75	\$17.40	\$16.43
7	\$18.05	\$15.59	\$13.62	\$20.20	\$15.17	\$17.90	\$16.91
8	\$18.53	\$16.04	\$14.01	\$20.79	\$15.61	\$18.42	\$17.40
9	\$19.04	\$16.50	\$14.41	\$21.40	\$16.06	\$18.96	\$17.90
10	\$19.55	\$16.97	\$14.82	\$22.02	\$16.53	\$19.51	\$18.42
11	\$20.07	\$17.47	\$15.25	\$22.67	\$17.00	\$20.08	\$18.96
12	\$20.62	\$17.98	\$15.69	\$23.32	\$17.50	\$20.67	\$19.51
13	\$21.17	\$18.50	\$16.14	\$24.00	\$18.00	\$21.27	\$20.08
14	\$21.17	\$18.93	\$16.51	\$24.55	\$18.41	\$21.76	\$20.54
15	\$21.30	\$19.36	\$16.89	\$25.12	\$18.84	\$22.26	\$21.01
16	\$21.30	\$19.36	\$16.89	\$25.12	\$18.84	\$22.26	\$21.01
17	\$21.30	\$19.81	\$17.28	\$25.69	\$19.27	\$22.77	\$21.50
18	\$21.45	\$20.26	\$17.68	\$26.29	\$19.71	\$23.30	\$21.99
19	\$21.45	\$20.26	\$17.68	\$26.29	\$19.71	\$23.30	\$21.99
20	\$21.85	\$20.73	\$18.08	\$26.89	\$20.17	\$23.83	\$22.50
21	\$21.85	\$20.73	\$18.08	\$26.89	\$20.17	\$23.83	\$22.50
22	\$21.85	\$20.73	\$18.08	\$26.89	\$20.17	\$23.83	\$22.50
23	\$22.15	\$21.20	\$18.50	\$27.51	\$20.63	\$24.38	\$23.02
24	\$22.15	\$21.20	\$18.50	\$27.51	\$20.63	\$24.38	\$23.02
25	\$22.65	\$21.69	\$18.92	\$28.14	\$21.11	\$24.94	\$23.54

- A. Bus Driver
- B. Custodian, Secretary I (Low), Health Aide, Special Education Aide, Library Aide, Dispatcher
- C. Educational Aide, Food Service
- D. Maintenance, Mechanic
- E. Transportation Assistant
- G. Groundskeeper
- H. Secretary II (High)

**ARTICLE 26 LICKING HEIGHTS ESPA SALARY SCHEDULE**

**FY15-16 + 1%**

note: any employee serving in the role of Food Service or Custodial liaison will receive an add'l .50 per hour

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>G</b>	<b>H</b>
<b>0</b>	\$15.21	\$12.92	\$11.28	\$16.71	\$12.57	\$14.82	\$13.99
<b>1</b>	\$15.59	\$13.28	\$11.60	\$17.18	\$12.94	\$15.24	\$14.39
<b>2</b>	\$16.01	\$13.67	\$11.94	\$17.68	\$13.30	\$15.68	\$14.82
<b>3</b>	\$16.43	\$14.06	\$12.28	\$18.19	\$13.69	\$16.13	\$15.24
<b>4</b>	\$16.86	\$14.47	\$12.64	\$18.72	\$14.07	\$16.59	\$15.68
<b>5</b>	\$17.30	\$14.88	\$13.00	\$19.26	\$14.48	\$17.08	\$16.13
<b>6</b>	\$17.77	\$15.30	\$13.36	\$19.83	\$14.90	\$17.57	\$16.59
<b>7</b>	\$18.23	\$15.75	\$13.76	\$20.40	\$15.32	\$18.08	\$17.08
<b>8</b>	\$18.72	\$16.20	\$14.15	\$21.00	\$15.77	\$18.60	\$17.57
<b>9</b>	\$19.23	\$16.67	\$14.55	\$21.61	\$16.22	\$19.15	\$18.08
<b>10</b>	\$19.75	\$17.14	\$14.97	\$22.24	\$16.70	\$19.71	\$18.60
<b>11</b>	\$20.27	\$17.64	\$15.40	\$22.90	\$17.17	\$20.28	\$19.15
<b>12</b>	\$20.83	\$18.16	\$15.85	\$23.55	\$17.68	\$20.88	\$19.71
<b>13</b>	\$21.38	\$18.69	\$16.30	\$24.24	\$18.18	\$21.48	\$20.28
<b>14</b>	\$21.38	\$19.11	\$16.68	\$24.80	\$18.60	\$21.98	\$20.75
<b>15</b>	\$21.51	\$19.55	\$17.06	\$25.37	\$19.03	\$22.48	\$21.22
<b>16</b>	\$21.51	\$19.55	\$17.06	\$25.37	\$19.03	\$22.48	\$21.22
<b>17</b>	\$21.51	\$20.00	\$17.45	\$25.95	\$19.46	\$23.00	\$21.71
<b>18</b>	\$21.66	\$20.46	\$17.85	\$26.55	\$19.91	\$23.53	\$22.21
<b>19</b>	\$21.66	\$20.46	\$17.85	\$26.55	\$19.91	\$23.53	\$22.21
<b>20</b>	\$22.07	\$20.93	\$18.26	\$27.16	\$20.37	\$24.07	\$22.72
<b>21</b>	\$22.07	\$20.93	\$18.26	\$27.16	\$20.37	\$24.07	\$22.72
<b>22</b>	\$22.07	\$20.93	\$18.26	\$27.16	\$20.37	\$24.07	\$22.72
<b>23</b>	\$22.37	\$21.42	\$18.68	\$27.78	\$20.84	\$24.62	\$23.25
<b>24</b>	\$22.37	\$21.42	\$18.68	\$27.78	\$20.84	\$24.62	\$23.25
<b>25</b>	\$22.88	\$21.91	\$19.11	\$28.42	\$21.32	\$25.19	\$23.78

- A. Bus Driver
- B. Custodian, Secretary I (Low), Health Aide, Special Education Aide, Library Aide, Dispatcher
- C. Educational Aide, Food Service
- D. Maintenance, Mechanic
- E. Transportation Assistant
- G. Groundskeeper
- H. Secretary II (High)

**ARTICLE 26 LICKING HEIGHTS ESPA SALARY SCHEDULE**

**FY16-17 add'l 1%**

note: any employee serving in the role of Food Service or Custodial liaison will receive an add'l .50 per hour

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>G</b>	<b>H</b>
0	\$15.36	\$13.05	\$11.39	\$16.87	\$12.70	\$14.96	\$14.13
1	\$15.75	\$13.41	\$11.72	\$17.35	\$13.07	\$15.39	\$14.54
2	\$16.17	\$13.80	\$12.06	\$17.85	\$13.43	\$15.83	\$14.96
3	\$16.60	\$14.20	\$12.40	\$18.37	\$13.82	\$16.29	\$15.39
4	\$17.03	\$14.62	\$12.76	\$18.90	\$14.21	\$16.76	\$15.83
5	\$17.47	\$15.03	\$13.13	\$19.45	\$14.63	\$17.25	\$16.29
6	\$17.94	\$15.45	\$13.50	\$20.02	\$15.05	\$17.75	\$16.76
7	\$18.41	\$15.90	\$13.89	\$20.61	\$15.47	\$18.26	\$17.25
8	\$18.90	\$16.36	\$14.29	\$21.21	\$15.92	\$18.79	\$17.75
9	\$19.42	\$16.83	\$14.70	\$21.83	\$16.38	\$19.34	\$18.26
10	\$19.94	\$17.31	\$15.12	\$22.46	\$16.86	\$19.90	\$18.79
11	\$20.47	\$17.82	\$15.56	\$23.13	\$17.34	\$20.48	\$19.34
12	\$21.03	\$18.34	\$16.01	\$23.79	\$17.85	\$21.09	\$19.90
13	\$21.60	\$18.87	\$16.46	\$24.48	\$18.36	\$21.70	\$20.48
14	\$21.60	\$19.31	\$16.84	\$25.05	\$18.78	\$22.20	\$20.95
15	\$21.73	\$19.75	\$17.23	\$25.62	\$19.22	\$22.71	\$21.44
16	\$21.73	\$19.75	\$17.23	\$25.62	\$19.22	\$22.71	\$21.44
17	\$21.73	\$20.20	\$17.63	\$26.21	\$19.66	\$23.23	\$21.93
18	\$21.88	\$20.67	\$18.03	\$26.81	\$20.11	\$23.76	\$22.43
19	\$21.88	\$20.67	\$18.03	\$26.81	\$20.11	\$23.76	\$22.43
20	\$22.29	\$21.14	\$18.45	\$27.43	\$20.57	\$24.31	\$22.95
21	\$22.29	\$21.14	\$18.45	\$27.43	\$20.57	\$24.31	\$22.95
22	\$22.29	\$21.14	\$18.45	\$27.43	\$20.57	\$24.31	\$22.95
23	\$22.60	\$21.63	\$18.87	\$28.06	\$21.05	\$24.87	\$23.48
24	\$22.60	\$21.63	\$18.87	\$28.06	\$21.05	\$24.87	\$23.48
25	\$23.11	\$22.13	\$19.31	\$28.71	\$21.53	\$25.44	\$24.02

- A. Bus Driver
- B. Custodian, Secretary I (Low), Health Aide, Special Education Aide, Library Aide, Dispatcher
- C. Educational Aide, Food Service
- D. Maintenance, Mechanic
- E. Transportation Assistant
- G. Groundskeeper
- H. Secretary II (High)

- A. The above pay scale shall be effective at the start of every employee's contract year. All employees shall receive a zero percent (0%) increase in the 2014-2015 contract year, a one percent (1%) increase in the 2015-2016 contract year, and a one percent (1%) increase in the 2016-2017 contract year.
- B. No employee received/receives experience credit for service in the District for the 2011-2012 school year.
- C. Supplemental Pay: The overtime rate for an employee will not be paid for a job that is different from his/her usual job. For example, a custodian selling or taking tickets at a home football game. The rate for such work will be set by the Treasurer's office. If an employee is employed as a coach or activity advisor, the Treasurer will notify the employee in writing of the hourly rate for the position and the maximum authorized work hours for the entire contract and/or per week. No employee may work more hours for the position than what is stated in the Treasurer's written notice unless approved in advance in writing by the Superintendent. If the employee fully and timely completes the supplemental contract and has not worked all the authorized hours, the employee shall be paid the remainder of the full supplement contract salary.
- D. All Library Aides shall move from Column C to Column B on the Salary Schedule beginning in the 2014-2015 contract year.
- E. All Dispatchers shall move from Column F to Column B on the Salary Schedule beginning in the 2014-2015 contract year.
- F. All Secretary I's shall move from Column B to Column H on the Salary Schedule (subject to meeting qualifications to be developed jointly in a job description prior to June 30, 2014. If not jointly agreed by then, the current classifications remain.)
- G. There shall be one (1) food service liaison and one (1) custodial liaison for the District. The Administration shall have the discretion to hire additional food service liaisons and/or custodial liaisons based upon district needs. The Administration shall have the discretion to fill these positions based upon the most qualified individual for the position. Seniority will be considered as part of the qualifications. The wage for the food service liaison and the custodial liaison is noted on the salary schedule.
- H. Payment for Having CDL With S and P Endorsement
  - 1. Upon being hired as a bus driver and obtaining a CDL with S and P endorsement, a newly employed bus driver shall in the first year:
    - (a) Be paid a lump sum of \$250; and

- (b) Be paid a lump sum of \$125 in the first pay in December and \$125 in the first pay in June, so long as the driver remains employed at such times by the Board in his/her first year of employment.
- 2. After an employee's first year, in each contract year, the Board shall pay to each bargaining unit member who has a valid CDL with S and P endorsement at the time of payment:
  - (a) \$125 in the first pay in December; and
  - (b) \$125 in the first pay in June.

To be eligible, the employee: (1) must be employed by the Board in paid status at the time of each payment; and (2) must have driven at least ten (10) hours if offered to the driver, for the Board in the time interval preceding the payment.

## **ARTICLE 27**

### **SEVERANCE PAY**

Severance pay shall be a one-time, lump sum payment to eligible members of the bargaining unit according to the following provisions:

#### **A. ELIGIBILITY**

A member's eligibility for severance pay shall be determined on the final date of employment. Eligibility criteria are as follows:

1. The unit member must be eligible for either disability or service retirement as of the last day of employment.
2. The unit member shall have not less than five (5) years of service in the Licking Heights Local School District.
3. The unit member shall submit evidence that he/she has applied for and has been approved for retirement.
4. The unit member shall sign for his/her severance check certifying all eligibility criteria have been met.

**B. BENEFIT CALCULATION**

The amount of severance pay due a member shall be calculated as follows:

1. Multiply the unit member's accrued but unused sick leave by one-quarter ( $\frac{1}{4}$ ).
2. Multiply the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
3. The amount of benefit calculated in steps 1 and 2 shall not exceed the value of eighty (80) days of accrued but unused sick leave.

**C. BONUS BENEFITS**

Recognition for years of service to the Licking Heights Local School District shall result in bonus benefits calculated as follows:

- 10 years – maximum benefit extended one (1) day
- 15 years - maximum benefit extended two (2) days
- 20 years - maximum benefit extended three (3) days
- 25 years - maximum benefit extended five (5) days
- 30 years - maximum benefit extended six (6) days

## **ARTICLE 28**

### **ATTENDANCE**

1. Attendance at work is important. Frequent absence or tardiness disrupts the schedules of students, co-workers and the operations of the Licking Heights Local School District Board of Education. Failure to meet attendance expectations will result in affirmative steps to encourage compliance with basic attendance standards. Repeated failure to meet attendance expectations will lead to discipline, up to and including termination of employment.
2. Attendance shall be measured on an "occurrence" basis. Employees will be charged and notified **in writing** (which may include electronic means), **within five (5) working days** of an occurrence for a variety of conduct. Occurrences accrue over a rolling twelve-month (12) period. The following schedule describes how occurrences shall be measured:

- a. Absences: (as identified below)

No call/No show = Four (4) occurrences for each day.

Late Call In = Two (2) occurrences for each day (defined as reporting an absence with less than a one (1) hour notice prior to the start of the employee's scheduled shift, excluding emergencies).

Early Departure = Two (2) occurrences for each day.

- b. Tardiness:

Tardiness shall be defined as not being present and ready to work at the employee's contracted start time. After the first three (3) instances of tardiness in a rolling twelve month (12) period, failure to be at work on time or be ready to work at the appointed time shall be reported and charged with one (1) occurrence. The Supervisor shall provide verbal notice for the first occurrence.

3. Schedule of Occurrences: The following schedule describes the affirmative steps that shall be followed if an employee accrues occurrences during the rolling twelve-month (12) period:

2 occurrences: Verbal reminder

4 occurrences: Written reminder and meeting with Supervisor to review the importance of attendance

6 occurrences: Written reminder with three day unpaid suspension

8 occurrences: Written reminder with five day unpaid suspension

10 occurrences: Termination of employment

A single incident may result in a cumulative or compounding effect of accrued occurrences. For example, an employee who is charged with a late call-in, but still does not report to work will be charged a total of six (6) occurrences representing both infractions.

4. **AWOL:** Absence without official leave ("AWOL") is a period of absence for which: a) the employee has no accrued paid and/or unpaid leave as of the date of absence; and b) a request for paid and/or unpaid leave is not requested or is denied. AWOL shall be the basis for disciplinary action as set forth herein. The Licking Heights Local School District Board of Education shall only permit leave without pay where it is specifically authorized by law.
  - a. **First Offense:** An employee who experiences an AWOL for the first time will be provided written notice of the infraction and warned that any such future offense will be grounds for employment termination as set forth herein. However, in the event that the employee's AWOL was more than one (1) workday in duration and/or due to the employee's pursuit of or engagement in other employment, such AWOL will be grounds for employment termination. Workday as used in this section means the relevant employee's scheduled workday during the period of AWOL work schedule as communicated by the supervisor.
  - b. **Second Offense:** An employee who experiences an AWOL for the second time will be subject to discharge.

- c. Supervisor's Authority: AWOL is based on the Superintendent/designee's determination that no form of leave (accrued paid and/or unpaid leave) has been or should be approved for the absence based on information existing at the time of said determination. AWOL can be converted to appropriate leave when the Superintendent/designee receives and is satisfied with documentation justifying the absence. In any event, the forfeiture of pay during any period of AWOL shall not be considered disciplinary in nature because it was the employee's decision to be absent.
5. Grievances: Notwithstanding Article 10 (Discipline and Suspension), this Article 28 governs discipline and termination of employees for violating this Attendance policy. An employee wishing to challenge his or her unpaid suspension under this Article 28 must begin the process by filing his/her written grievance at Level Three within ten (10) days of his/her receipt of the written notice of the suspension without pay. Termination under this Attendance policy shall be in accordance with Section 3319.081 of the O.R.C.

## **ARTICLE 29**

### **DURATION AND IMPLEMENTATION**

- A. Duration:
  1. This Contract shall become effective on July 1, 2014 and shall remain in effect until June 30, 2017.
- B. If any part of this contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in full force and effect.
- C. This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

D. The Association and the Board acknowledge that this agreement is the only agreement between it and the Board. Any other agreements presently in existence between the parties hereto shall be of no further force and effect as of the effective date of this agreement.

**FOR THE ASSOCIATION:**

Mr. A. Riley - LHESPA - President

Date: 9/24/14

Rebecca C. Call

Date: 9/24/2014

David [unclear] - building rep

Date: 9/24/14

Christina A. Phil Sabatini V. President

Date: 9/24/14

**FOR THE BOARD:**

[unclear] Building Rep

Date: 09/22/14

[unclear] Superintendent

Date: 09/22/14

[unclear] Treasurer

Date: 09/22/14

[unclear] Director of Human Resources & Student Discipline

Date: 9/22/14

Johnny Morrison Troopmaster

Date: 9/22/14

George Parsons Food Service Director

Date: 9/22/14

**APPENDIX A**

**LICKING HEIGHTS SCHOOL SUPPORT ASSOCIATION**

**FORMAL WRITTEN GRIEVANCE**

NAME OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

ARTICLE(S) ALLEGED TO BE VIOLATED: \_\_\_\_\_

DATE OF VIOLATION: \_\_\_\_\_

BRIEF DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RELIEF OR REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Signature of President  
(or Vice-President) to be valid

DATE OF LEVEL I INFORMAL DISCUSSION \_\_\_\_\_

DATE OF LEVEL I DISPOSITION \_\_\_\_\_

DATE OF LEVEL II HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ SIGNED FOR THE BOARD \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_

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DATE OF LEVEL III HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

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DATE RECEIVED \_\_\_\_\_ SIGNED FOR THE BOARD \_\_\_\_\_

TITLE \_\_\_\_\_

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DATE OF LEVEL IV HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

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DATE RECEIVED \_\_\_\_\_ SIGNED FOR THE BOARD \_\_\_\_\_

TITLE \_\_\_\_\_

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DATE SENT TO LEVEL V - ARBITRATION: \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

FOR THE GRIEVANT \_\_\_\_\_

FOR THE ASSOCIATION \_\_\_\_\_

TITLE \_\_\_\_\_