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# NEGOTIATED AGREEMENT

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between the

**SOUTH CENTRAL LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 347**

**Effective July 1, 2014 through June 30, 2016**

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## ARTICLE I — RECOGNITION

- 1.1 The South Central Local School District Board of Education, hereafter the “Board”, hereby recognizes the Ohio Association of Public School Employees affiliated with AFSCME/AFL-CIO and Local 347, hereafter the “Union”, as the sole and exclusive Bargaining Representative for all Support Employees now employed or to be employed in the following described unit.
- 1.2 The Bargaining Unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to work a schedule.
  - A. Bus Drivers
  - B. Custodians
  - C. Aides
  - D. Food Service Cooks and Servers
- 1.3 For the purpose of this Agreement, the following are excluded from the Bargaining Unit.
  - A. Supervisor of Food Service
  - B. Confidential Employees

## ARTICLE II — DUES CHECKOFF

- 2.1 The Board agrees to deduct from the pay of each school employee, membership dues for the Union when so authorized in writing and to remit the dues monthly to the Treasurer at the OAPSE State Office, together with a list showing the names of the employees and the amount deducted. A copy of this list shall be provided to the Union President when pay change occurs within the bargaining unit.. Deductions shall be in twenty-six (26) payrolls or less, beginning with the first pay in October. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Board Treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deductions authorization not revoked during the ten (10) day period shall continue for successive periods of one (1) year. Written notice of revocation shall be served upon the Board Treasurer and Union Treasurer.
- 2.2 Employees who do not elect to become members of the Union shall pay a fair share fee for the Association’s representation of such non-members during the term of this contract. In addition all members who withdraw from the Union shall also be required to pay a fair share fee. Notice of the amount of the annual and/or pro-rata fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board. The Board agrees to transmit all amounts deducted to the OAPSE State Treasurer.

The Treasurer of the Board 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.

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

The Association shall indemnify the Board for any cost, expense, or other liability that an employer might incur as a result of the implementation and enforcement of these provisions.

- 2.3 The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organization.
- 2.4 The Employer agrees to deduct from the wages of any employee an OAPSE-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **ARTICLE III — PRINCIPLES**

#### 3.1 Attaining Objectives

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

#### 3.2 School Employees

The workers in this school system must be persons of high moral standards and they do recognize that their duties which are concerned with the supplementation of the education program are of major importance. And in order to contribute fully to the overall education system, the employees' working conditions must remain satisfactory. School employees reserve the right to join or not to join an organization for their economic improvement.

### 3.3 Representation

The Superintendent, the Board, or their designated representatives may meet with representatives of the Union, upon request of either party, to discuss policies governing the community support for the school program, and other mutually agreed upon matters which affect the quality of the overall school program. Individuals shall retain the right to present their views and recommendations to the Superintendent or the Board.

### 3.4 Labor/Management Committee

The Board and Union agree to establish a Labor/Management Committee for the purpose of maintaining open communications between the parties. The committee shall be comprised of one (1) member from each classification series as specified: Custodians, Bus Drivers, Food Service and Aides. This committee shall also include one (1) member of the Board of Education and the Superintendent. This committee shall not be utilized for the purposes of negotiations or the adjustment of grievances.

The Labor/Management Committee shall meet whenever both parties deem it necessary at a mutually agreed time.

## **ARTICLE IV — PROCEDURES**

### 4.1 Scope of Representation

The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the Board to consult with the Union on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

### 4.2 Procedures for Conducting Negotiations

#### A. Negotiation Teams

The Board, or the designated representatives of the Board, will meet with representatives designated by the Union for the purpose of discussing and reaching Agreement. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the employees' negotiating team will be limited to six (6) members, including a consultant. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating team will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

- B. Consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.
- C. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Clerical assistance may be provided by either party. Such cost shall be borne by the respective party.

#### 4.3 Exchange of Information

Prior to and during the period of negotiations, or impasse provisions, the Board and the Union agree to provide to each other, upon reasonable and timely request, all regularly- and routinely-prepared information concerning the issue(s) under consideration. This provision does not require the Board to provide information or records beyond that which is required by Ohio Public Records Law.

#### 4.4 Request for Meeting

A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall be made in the month of March of the year in which the contract expires. All days referred to in this section shall be workdays.

#### 4.5 Submission of Issues

In the first meeting, the Union and the Board will exchange their written proposals and give explanations of them. The second meeting will be held to give each party sufficient time, however, not to exceed a reasonable time from the previous meeting, to return with its proposals, counterproposals and rejections of proposals and to render an explanation of these. Additional items shall not be submitted after the initial exchange of proposals.

#### 4.6 Negotiations Procedures

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well as times and places of the meetings, shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

#### 4.7 Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

#### 4.8 Progress Reports

During negotiations, interim reports may be made to the Union by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the organization concerned.

#### 4.9 News Releases

News releases shall be prohibited by either party until impasse is declared.

#### 4.10 Protocol

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

#### 4.11 Item Agreement

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 agreement by both parties on that item, or issue, subject to finalization by ratification of the entire tentative agreement by the membership of the Union and adoption by the Board.

#### 4.12 Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union and the Board for ratification and adoption. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Union representative.

#### 4.13 Intent to Recommend

Prior to the negotiated agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend the adoption of the tentative agreement.

#### 4.14 Federal Mediation

- A. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals or 60 days after the first bargaining session, whichever is first,, either of the parties shall have the option of declaring impasse.

- B. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

- D. The Mediator has no authority to bind either party to an agreement.

### **ARTICLE V — GRIEVANCE PROCEDURE**

It is the policy of the South Central Local School District Board of Education and OAPSE Local #347 that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. At any time, the grievant may withdraw his complaint by giving written notice to all parties concerned.

#### 5.1 Definition

A grievant shall mean an individual bargaining unit employee and/or any group of bargaining unit employees having a grievance.

A grievance is a complaint involving the alleged violation, misinterpretation, misapplication of the terms of the written agreement entered into between the Board and the Union.

The Board is the South Central Local School District Board of Education.

OAPSE Local #347 is the Association or Union representing the classified employees covered by this Collective Bargaining Agreement.

Days are actual working days when school is in session. During the months school is not in session, it shall mean Monday through Friday, Excluding holidays as defined in this agreement.

## 5.2 Steps of Grievance Procedure

### A. Step One:

A South Central Local School District Board of Education bargaining unit employee(s) having a grievance shall discuss with his/her respective immediate supervisor (unless the supervisor is the Superintendent, in which case Step One is omitted) no later than ten (10) working days from the date of the occurrence or ten (10) working days from the date on which the grievant(s) had knowledge of the occurrence the written grievance which shall contain a concise statement of the facts upon which the grievance is based. If an amicable agreement is not reached with the immediate supervisor, the grievance will be processed. The written grievance shall be on a standard form agreed to by the parties in (Appendix A, B, & C.). A copy of such grievance shall be filed with the Superintendent.

The respective immediate supervisor shall take action on the written grievance within five (5) working days after receipt of said grievance. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee(s) and the Superintendent within five (5) working days.

If such grievance is not lodged within ten (10) working days following the act or condition which is the basis of said grievance, the grievance shall be deemed waived by the bargaining unit members and the Union.

### B. Step Two:

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the employee(s), such employee(s) may appeal in writing to the Superintendent. Failure to file such appeal on a grievance form Step Two within five (5) working days from receipt of the written memorandum of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal.

Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved employee(s) shall have the right to be represented at such hearing by counsel of his/her choice. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee(s) and the immediate supervisor within five (5) days.

### C. Step Three:

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee(s), such employee(s) may appeal in writing to the South Central Local School District Board of Education. The notice of appeal shall be sent to the Superintendent and five (5) copies filed with the Treasurer of the Board of

Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.

The Superintendent shall place the matter on the agenda for the next regular meeting of the South Central Local School District Board of Education. The aggrieved employee shall have the right to be represented at such meeting by Counsel of his or her choice. The South Central Local School District Board of Education shall act upon such appeal at that meeting. Copies of the final action shall be sent to the employee, Superintendent and the immediate supervisor.

D. Step Four

1. If the action taken by the Board of Education does not resolve the grievance to the satisfaction of the grievant, the grievant, upon approval by the Union, may appeal, in writing, to Arbitration. The notice of the appeal shall be sent to the Superintendent or designee and a copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) days of the receipt of the written decision of the Board shall be deemed a waiver of the right to appeal. Within five (5) working days of an appeal being filed, the Union shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and the arbitrator shall be selected using the alternate strike procedure. Either party shall have the right to request a second list of arbitrators from FMCS.
2. The arbitrator shall hold a hearing and issue his/her decision within thirty (30) days of the last hearing. The decision shall be in writing and shall set forth the findings of facts and reasoning for the decision, which shall be binding on the parties. The arbitrator shall not have the authority to add to, subtract from, or in any way modify the existing terms of the Negotiated Agreement.
3. Each party shall pay one-half (½) the cost of the arbitrator. All witness expenses are to be borne by the party calling the witness.

**ARTICLE VI — SENIORITY**

- 6.1 The principal of seniority as hereinafter defined shall prevail in the South Central Local School System.
  - A. System seniority shall be defined as the length of employment with the Board of Education as computed from the employee's first date of hire.

- B. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's date of entry into such job classification.
- C. The probationary period for new employees shall be ninety (90) workdays. The probationary period shall be used to determine the fitness and adaptability of the employee for the job. During such time, the new employee or the transferred employee shall have no seniority rights in that position and his/her qualifications to do the work required or his/her discharge or layoff for any reason shall not be subject to the grievance procedure set forth in this Agreement. Employees retained beyond the probationary period shall have their system seniority computed as of their date of hire and their job classification seniority computed as of their latest date of entry into the job classification. New employees may be discharged at any time during the probationary period.
- D. There shall be no probationary period for employees who transfer within the same classification (example: from one shift to another or one building to another). The probationary period for current employees who are awarded a position in another classification in accordance with Article VII (Posting of Job Openings and Hiring of New Employees), shall be sixty (60) calendar days. If during this probationary period the Board determines that the employee is not meeting the minimum requirements outlined in the job description of the position, the Board may restore that employee to their former position (including former hours, wages and seniority). If the employee chooses to return to their former position within the sixty (60) day probationary period, they may also do so (including former hours, wages and seniority).
- E. Employees with system seniority who change job classification shall not accumulate job classification seniority in their new classification during the probationary period in such new classification. Upon completion of the probationary period of employment in their new classification, such employees shall acquire seniority in the new job classification dating from their most recent date of entry into such job classification.
- F. Job classification seniority shall be used for layoff purposes.

## **ARTICLE VII — POSTING OF JOB OPENINGS AND HIRING OF NEW EMPLOYEES**

- 7.1 When a vacancy occurs in a classification that the Board determines to fill, it shall be posted in on the bulletin board of each building break room, emailed to each employee (provided the employee has email) and mailed to the Union President during school breaks unless the President has home access to email in which case notifications shall be to emailed to that email address. The vacancy shall be posted for a period of ten (10) working days unless both parties agree to shorten the ten (10) working days. Any employee qualified for the job shall have the opportunity to apply, in writing, for the job to the Superintendent and shall be interviewed for the job before any outside applications are interviewed. The position shall be awarded to the most senior employee applicant who meets the posted qualifications. Any employee candidate not receiving the position may request a conference with the Superintendent for an explanation of why they were not selected.

Prior to posting any job vacancies or posting the creation of any new positions, the Administration shall furnish the President of the Union a copy of such job description and shall meet with the President of the Union to discuss the position.

## **ARTICLE VIII — EMPLOYEE RIGHTS**

### **8.1 Personnel Files**

- A. The personnel file of each employee shall be maintained at the Board of Education's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- B. Employees shall be provided with copies of any written material when it is placed in the employee's personnel file. The employee shall be given an opportunity during normal work hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- C. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.
- D. Custodians of the personnel records are obliged to follow Ohio law as it pertains to the release of public records.
- E. Any person who places written material or drafts of written material for placement in an employee's file shall sign the material and signify the date on which such material was placed in a personnel file and shall indicate the date of such placement.

## 8.2 Evaluation

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section B above.

### **ARTICLE IX — LAYOFF AND RECALL**

9.1 All bargaining unit classifications and positions shall be filled by employees of the Board.

9.2 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.

9.3 The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position, and by laying off seasonal, substitute, at-will and probationary employees first, in that order.

9.4 Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the job classifications, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in the particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

9.5 The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Bus Drivers	Aides
Custodians	
Cooks and Servers	

9.6 The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classifications of layoff, newly hired employees on probation shall be laid off before any employee in the classification employed under a continuing contract is laid off. Each notice of layoff shall state the following:

A. Reasons for the layoff or reductions.

- B. The effective date of layoff.
- C. A statement advising the employee of their right of reinstatement from the layoff.

**Bumping:**

Employee(s) whose positions were eliminated due to the application of this provision shall have the right to bump a less senior employee (based upon district wide seniority) in the following manner, provided the employee as the required licensing and/or certification for the position:

1. Within their current classification.
2. In any other classification for which the employee previously worked as a bargaining unit member.

Bumping employee(s) shall be required to first choose from employee(s) with the same hours/days as the position the employee was layed off. If no such position(s) exist the employee may choose a position with greater or lesser hours/days or bump into a previously worked position in the same manner.

- 9.7 For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the name of all employees employed under probationary contracts shall be placed on the reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
- 9.8 Vacancies which occur in the classification of layoff shall be offered to employees standing highest on the layoff list before the next person on the list may be considered but only after such vacancy(s) are filled by bargaining unit members in accordance with Article VII Posting of job openings and hiring of new employees. Any employee who declines reinstatement shall be removed from the reinstatement name list. Acceptance or denial of a position shall be made in writing to the Superintendent.
- 9.9 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

Employee(s) who have been recalled to a position which is fewer hours and/or days per year than the position which they were layed off, shall maintain recall rights to position(s) until such time as the employee declines reinstatement, has exceeded the two year period or they have been fully restored.

**ARTICLE X — VACATION POLICY FOR SUPPORT STAFF EMPLOYEES**

10.1 General policy shall be that Support Staff Employees should arrange to schedule their vacations in advance and at a time that will cause the least interference with the operation of the school system. When such a vacation is scheduled at a time that school is in session, the employee shall secure the approval from the Superintendent or his/her designee. The employee shall secure the approval from the Superintendent or his/her designee when requesting vacation. Permission shall be granted unless such request interferes with school operations. In such cases, permission shall be granted for vacation at another time that will not interfere with school operations.

10.2 Vacations

Contract year runs from 1 July through 30 June. Employees accrue vacation as of their anniversary date (date of hire).

Support Staff employed for eleven (11) or more months will receive vacation with pay as follows:

After the successful completion of 1 year	5 days vacation
After the successful completion of 2-7 years	10 days vacation per year
After the successful completion of 8-15 years	15 days vacation per year
After the successful completion of 16-20 years	20 days vacation per year
After the successful completion of 21 or more years	25 days vacation per year

- A. Those support staff members employed for less than 11 months of the work year are not entitled to a paid vacation.
- B. All vacations will be taken through arrangements with the Superintendent of Schools or his designated representative.
- C. A Support Staff Employee may accrue vacation leave over a period of two (2) years. The employee may be paid for the unused portion of the vacation leave annually, at the daily rate in effect at the time the vacation days were accrued.
- D. A Support Staff Employee may be compensated at their current daily rate at the time of their separation from employment, for the amount of unused vacation leave accrued during the two years prior to their separation.
- E. In the event of the death of a Support Staff employee eligible for vacation, any unused portion of vacation shall be paid to a family member previously designated by said employee.

## **ARTICLE XI — PRESCRIBED HOLIDAYS**

### 11.1 Vacation for Other Holidays are as Follows:

- A. The following holidays have been established holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. For (12) month employees, Christmas Eve Day, and New Year's Eve Day.
- B. If a holiday falls on Sunday, each employee shall be granted Monday off.
- C. If the holiday falls on Saturday, each employee shall be granted Friday off.
- D. Employees are eligible for paid holidays only if they work the scheduled workday before and they work the scheduled workday after the holiday. Employees are eligible for holiday pay if the holiday falls during the employees' scheduled vacation.
- E. If consecutive holidays (ie: Christmas Eve and Christmas Day) fall on either a Friday/Saturday or on a Sunday/Monday or on a Saturday/Sunday combination, the employee shall have Friday and Monday as the holidays.
- F. Because various classifications of personnel are scheduled to work a different number of months during the calendar year, the Superintendent will inform all employees of the specific holiday to which their particular job classification is entitled.

## **ARTICLE XII — RETIREMENT SEVERANCE PAY**

### 12.1 Retirement System

All regularly-employed Support Staff Employees are participants in the School Employees Retirement System.

### 12.2 Retirement Severance Payment

Severance pay will be a one-time lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment.

The criteria:

- A. The employee retires from the South Central Local School System.

- B. Retirement disability or service retirement under the School Employees Retirement System.
- C. The employee must be eligible for disability or service retirement as of the last date of employment with the South Central Local School District.
- D. The individual must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received his/her first retirement check. Payment will be made within thirty (30) days following the effective date of retirement.
- E. The employee must have not less than five (5) years of service with the South Central Local School District.
- F. The individual must sign for severance check certifying all eligibility criteria have been met.

12.3 Amount of Benefits Due

- A. Less than 100 days of accumulated sick leave will be paid at a rate of 50% current per diem.
- B. Beginning with 100 days of accumulated sick leave, the benefit due will be fifty-five (55) severance days, with one (1) day severance pay added for each ten (10) days of accumulated but unused sick leave above one hundred (100) days up to the maximum accumulation of two hundred forty (240) days (i.e. an employee who retires with two hundred (200) days of sick leave accumulation would receive sixty-five (65) days severance, but an employee with two hundred forty (240) days of sick leave accumulation would receive sixty-nine (69) days severance pay). The following is an explanation chart of this program:

100 Sick Days = 55 Severance Days	180 Sick Days = 63 Severance Days
110 Sick Days = 56 Severance Days	190 Sick Days = 64 Severance Days
120 Sick Days = 57 Severance Days	200 Sick Days = 65 Severance Days
130 Sick Days = 58 Severance Days	210 Sick Days = 66 Severance Days
140 Sick Days = 59 Severance Days	220 Sick Days = 67 Severance Days
150 Sick Days = 60 Severance Days	230 Sick Days = 68 Severance Days
160 Sick Days = 61 Severance Days	240 Sick Days = 69 Severance Days
170 Sick Days = 62 Severance Days	

- C. Multiplying the days from item (a) above times the per diem rate of pay appropriate for that individual's position on the salary schedule. This pay will be calculated using the employee's contract salary in effect the last day of service prior to retirement. A salary schedule or pay scale will be considered in effect if an employee receives one pay calculated on the salary schedule or pay scale.

- D. Upon the death of the employee, benefits due said employee shall be paid to his/her spouse and/or other designated beneficiaries.

#### 12.4 Receipt of Payment

Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employees.

### ARTICLE XIII — SICK LEAVE

#### 13.1 Absence Covered by Sick Days

1. A substitute shall be provided for any member, if needed, who is a Support Staff member absent under the provisions of this section, unless the substitute list has been exhausted.

New bargaining unit employees of the South Central Local School District Board of Education shall be credited with not less than five (5) days sick leave at the beginning of the school year for time due to illness or other causes set forth in this Agreement. Such advancement shall be charged against the sick leave they subsequently accumulate.

Employees shall accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month of service to a maximum of fifteen (15) days per year for full-time employees and on a prorated basis for part-time employees. Unused sick leave may be accumulated to a maximum of two hundred and forty (240) days. Accumulated sick leave is available only after current annual sick leave is used. After an employee has used his/her current and accumulated sick leave, such employee may not be lawfully paid for further absence under this provision.

- A. Maximum annual accumulation of sick leave days shall be fifteen (15) days during any twelve (12) month period. There shall be a maximum accumulation of two hundred forty (240) unused sick days.
- B. Transfers — A member who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick days. To receive such credit, a new member shall present to the Treasurer a certification from the public agency in Ohio for which he/she most recently worked, stating the number of days of unused sick days credited to him at the time of the termination of employment.
- C. Use — Sick leave shall be used for personal illness or injury, pregnancy, complications due to pregnancy, childbirth, exposure to contagious diseases, disability, and dental care. Before salary payment can be made for absence due to sick leave, the employee shall submit the appropriate form to the building principal.

- D. Sick leave may also be used for serious illness or disability in the immediate family. The immediate family includes spouse, children, parents, grandparents, grandchildren, siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents-in-law, stepchildren, stepparents, significant others and any other members of the immediate household for whom the employee is either the legal guardian or can claim such person as a dependent according to the Internal Revenue Service Codes. Before salary payment can be made for absence, the employee shall submit the appropriate form to the building principal.
- E. An employee who is absent due to illness for a period longer than five (5) consecutive days or who is hospitalized for any length of time shall submit to the Superintendent a doctor's note stating that the employee is physically and mentally able to return to his/her assigned duties.
- F. Family and Medical Leave Act

The Board agrees to comply with the provisions of the Federal Family and Medical Leave Act.

The Board requires that the available paid leave (including sick, personal and vacation leave) **run concurrently with FMLA** for all or part of the 12-week leave period. This section shall be implemented in accordance with the Family and Medical Leave Act (29 U.S.C. §2601 *et seq.*) and its attendant regulations.

### 13.2 Use of Sick Leave for Bereavement

Use of sick leave for death in the immediate family shall be in accordance with O.R.C. §3319.141.

## **ARTICLE XIV — BEREAVEMENT LEAVE**

- 14.1 Employees shall be allowed up to three (3) days paid bereavement leave for the death of members in the immediate family, and up to one (1) day for death of any other relative. The Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay. Employees may use sick leave for additional bereavement purposes in accordance with Article 13.2 of this Agreement.
- 14.2 Before salary payment is made for bereavement leave, the member shall submit the appropriate form(s) to the principal/supervisor.
- 14.3 Notification shall be given by the member to the direct supervisor before absence from duty.

## ARTICLE XV — PROFESSIONAL LEAVE

- 15.1 Employees are encouraged to attend professional meetings that may improve their job effectiveness. A total of three (3) days may be used. Written request should be submitted through the principal for approval and final approval by the Superintendent or his designated representative. Employees will be reimbursed up to \$30.00 for food expenses (not to include alcohol). With prior approval of the Treasurer, additional reimbursements will be made for other reasonable expenses upon presentation to the Treasurer the appropriate forms with receipts of all lodging accommodations and registration fees. The Board reserves the right to cap the daily lodging rate that will be reimbursed per Board Policy and at the same amount as all district employees. When two (2) or more attend a meeting, mileage (Board approved rate) will be paid for one (1) car unless prior approval. If the number attending is too great for one (1) car, mileage (Board approved rate) will be paid accordingly.
- 15.2 Authorized delegates of the bargaining unit, up to a maximum of two (2), shall be permitted to attend the annual OAPSE State Convention for a maximum of three (3) days at their own expense, but without loss of pay. Applications shall be made according to regulations for professional leave.

## ARTICLE XVI — INJURY LEAVE

- 16.1 In the event of injury to an employee in the course of duty, the injured employee shall elect whether to:
- A. Receive paid injury leave for up to sixty (60) workdays until workers' compensation benefits begin; or
  - B. Receive sick leave.
- 16.2 The election, once made, shall not be changed. Injury leave shall be charged to sick leave. As soon as practicable, the principal shall be notified. A written statement of all facts of the injury shall be submitted to the principal or immediate supervisor. If the employee received medical attention, a certificate from a licensed physician stating effect and duration shall be presented to principal or immediate supervisor as soon as practicable.
- 16.3 An employee who must be absent because of physical injury or disability resulting from a physical assault which occurred during the course of Board employment, while on duty or while required to be in attendance at a school-sponsored function, may utilize assault leave. Such leave will not cause any loss in pay, nor be charged against sick leave accumulated by the employee. Such leave shall be limited to sixty (60) workdays.

In order to qualify for this leave, the employee shall:

1. After three (3) consecutive days of leave, the employee must present a doctor's recommendation that the employee has been injured as a result of an assault and must remain on leave, and the time necessary for recuperation;
2. Immediately report the incident in writing to the building principal or Superintendent, and to the police department;
3. Must cooperate in the prosecution of the assailant;
4. The employee must apply for workers' compensation as soon as possible after the injury or assault occurs.

## **ARTICLE XVII — PERSONAL LEAVE**

### 17.1 Personal Leave

All bargaining unit members shall be granted three (3) days of unrestricted personal leave, limited to only one (1) unrestricted personal day permitted to be used next to a school-calendared holiday. Personal leave cannot be used the last student or staff day of school (inclusive of calamity days). Personal leave days cannot be used for gainful employment or for seeking gainful employment.

No more than five (5) bargaining unit employees may be granted personal leave on the same day without the consent of the Superintendent.

Unused days of personal leave shall be converted to sick leave at the end of each fiscal year.

## **ARTICLE XVIII — LEAVE OF ABSENCE**

- 18.1 Upon written request, the Board of Education may grant an unpaid leave of absence for a period of not more than one (1) year for educational, professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 18.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.
- 18.3 If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular within a year after his employment as a replacement, he/she shall receive credit for his length of service with the Board during such replacement period.

## **ARTICLE XIX — ORGANIZATIONAL RIGHTS**

- 19.1 The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- A. The right to access, at reasonable times, areas in which employees work, provided the representative first receives the approval of the building principal or administrative director.
  - B. The right to use, without charge, facilities and buildings, at reasonable times, for Association meetings upon giving reasonable notice to and receiving permission from the building principal.
  - C. The right to use, without charge, Board of Education bulletin boards, mailboxes, and the use of the school mail system for the posting and transmission of information or notices concerning employee organization meetings.
  - D. The right to be supplied with a complete “hire date” seniority date roster of all bargaining unit employees upon request
  - E. The right to conduct orientation sessions on this Agreement for bargaining unit employees during regular working hours as long as every effort is made to affect as few as possible employees and approval is secured from the administrative director. The length of time of the meeting shall not exceed one (1) hour at any one time.

## **ARTICLE XX — EMPLOYEE ORGANIZATION MEETINGS**

- 20.1 Employee(s) may, at the discretion of the supervisor, attend the Union meetings (which shall not exceed one (1) evening per month) when such meetings occur during the employee’s regular work hours. Such time shall be made up by the employee on that shift or as soon as possible as determined by the employee’s supervisor. Release time to attend Union meetings during the employee’s regular workday shall require prior notification to and prior approval from the employee’s immediate supervisor.

## **ARTICLE XXI — LONGEVITY PAY**

- 21.1 This longevity shall become effective at the beginning of the school year, following eligibility. The amount shall be added to employee’s base compensation as follows:

<u>Years of Service</u>	<u>Longevity Pay Amount</u>
10 years through 14 years	\$130.00
15 years through 19 years	\$330.00
20 years through 24 years	\$530.00
25 years and up	\$730.00

21.2 In the event of the death of a Support Staff employee eligible for longevity, such payment shall be paid to a family member previously designated by said employee.

**ARTICLE XXII — SERS TAX SHELTER**

22.1 The South Central Local School District Board of Education shall participate in the tax sheltering of employee SERS contributions. The amount to be tax sheltered shall be the rate of employee contribution established by SERS. Any modification in the rate will be adjusted upon publication by SERS.

**ARTICLE XXIII — INSURANCE PROGRAM**

23.1 Major Medical/Surgical/Drug Program

A. The South Central Local School District Board of Education shall make available a Medical and Prescription Drug Insurance Program. The carrier for the program shall be determined by the Board and shall include the following benefits (see pp. 24-27):

B. The Board's expenditures for the Medical Insurance Program and Prescription Drug Card premiums will be determined as follows:

C. Employees shall have the following option for medical coverage and prescription drug insurance:

If the bargaining unit member elects to take medical coverage and the prescription drug card, the Board will pay 89% of the premium cost with the remaining 11% to be paid by the bargaining unit member via payroll deductions.

D. The employee's share of the insurance premium will be paid through payroll deductions.

E. Members of the same household employed by the Board shall only be covered by one insurance policy. The South Central Local School District Board of Education will pay the employee's 10% premium cost for a family medical and prescription drug insurance program when both the husband/wife are employed by the Board.

- F. Medical, Prescription Drug Card, Dental and Vision Insurance premiums will be pro-rated according to the employee's regular work schedule. Full-time employment is based upon a six (6) hour day, 180-day school year or 1080 hours, the rate of payment will be a ratio of hours worked to the 1080-hour base. Bus drivers shall be considered full-time for the purpose of insurance premium calculations.
- G. Employees who do not elect to receive health insurance (medical and/or prescription drug and/or dental and/or vision) through the Board shall receive fifteen percent (15%) of the current premium in lieu of participating in this insurance coverage. Notice of payment-in-lieu shall be sent to each employee in their paychecks by May 15 of each year. Each employee who is eligible for this incentive shall automatically receive payment in a lump sum, the first pay after June 30.

### 23.2 Dental Insurance

The South Central Local School District Board of Education shall make available a Dental Insurance Plan. The carrier shall be determined by the Board of Education and the plan shall include the following benefits:

1. Preventive and diagnostic service coverage.
2. Basic restorative service coverage.
3. Major restorative service coverage.
4. Orthodontia service coverage.
5. Individual and family deductible coverage.
6. Unmarried dependent children service coverage.
7. Reasonable and customary charges.

23.3 The South Central Local School District Board of Education shall pick up the monthly premiums for dental/vision coverage of eighty-seven and one-half percent (87-1/2%) and the employee will pay twelve and one-half percent (12-1/2%) of the premiums.

### 23.4 Insurance Benefits for Part-Time Employees

1. Any part-time employee not currently receiving insurance benefits from the Board as of May 21, 2004 will be eligible for benefits of thirty-three percent (33%) of their insurance paid by the employee and sixty-seven percent (67%) paid by the Board.

## 23.5 Section 125 Plan

The Board shall implement a Section 125 plan to enable employees to pay for their contribution with pre-tax dollars.

The Board shall implement a flexible spending account. Participation in such an account shall be at the option of each employee. The Board shall contribute three hundred dollars (\$300) to each employee's account beginning July 1 of each year, provided the employee participates in the Board's group health insurance plan. For spouses both employed by the Board and covered by one family plan, an additional one hundred dollars (\$100) beginning July 1 of each year shall be paid by the Board to the flexible spending account of the covered spouse.

The administration fee for the Section 125 plan and the flexible spending account will be paid as follows:

1. The Board shall pay the set-up fee and the annual administrative fee per participant for the Section 125 plan.
2. The employee shall pay the monthly administrative fee for the flexible spending account check reimbursement



**Huron-Erie School Employee  
Insurance Association - Wellness Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (buy-down) Deductible - Single/Family <sup>1</sup>	\$500 / \$1,000	\$500 / \$1,000
Wellness Plan (without buy-down) Deductible - Single/Family <sup>2</sup>	\$750 / \$1,500	\$750 / \$1,500
Requirements for Wellness Plan (Deductible change occurs on calendar year basis)	Complete Screening and/or Physician Form and Health Assessment - November 1 <sup>st</sup>	Complete Screening and/or Physician Form and Health Assessment - November 1 <sup>st</sup>
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$1,000 / \$2,000*	\$2,500 / \$5,000*
Coinsurance Out-of-Pocket Maximum (Including Deductible) - Single/Family	\$750 / \$1,500**	\$2,250 / \$4,500**
Maximum Coinsurance Out-of-Pocket (COOP) <sup>3</sup> (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) - Single/Family Effective 01/01/14	\$1,500 / \$3,000*	\$3,000 / \$6,000*
	\$1,500 / \$3,000**	\$3,000 / \$6,000**
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2,7</sup>	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit <sup>2,7</sup>	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit <sup>2,7</sup>	\$40 copay, then 100%	\$40 copay, then 70%
<b>Preventive Services</b>		
Preventive Services, in accordance with federal law <sup>4</sup>	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy - Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>5,7</sup>	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>6,7</sup>	\$200 copay, then 90%	\$200 copay, then 70%

Wellness Ideal Plan (COOP) - Non-Grandfathered - Effective 01/01/2014 Revised 03/21/2014

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board -- Including Ancillaries (365 days per in-hospital benefit period <sup>5</sup> )	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance -- air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse -- Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 4<sup>th</sup> quarter carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

<sup>6</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>7</sup>COOP -- Coinsurance Out-of-Pocket Maximum -- Once deductible & coinsurance maximum has been met, all network services will pay at 100%.



**Huron-Erie School Employee  
Insurance Association  
Prescription Drug Program  
Wellness Plans**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 / Removal upon End of Month	
<b>Over the Counter Drugs (Retail Only)</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole) <sup>1</sup>	\$0	30
<b>Retail Program</b>		
Immunization and Generic Contraceptives <sup>2</sup>	\$0	N/A
Generic Copayment	\$7.50	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$50	30
<b>Home Delivery Program</b>		
Generic Copayment	\$15	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$100	90

**Note:** Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

- **Diabetic Supplies**
  - Retail: only needles/syringes are covered
  - Home Delivery/Mail Order: all diabetic supplies are covered, including needles/syringes, blood/urine test strips, lancets, alcohol swabs/wipes
- Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration.
- Mandatory Mail Order Program – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

**Important Information for Diabetics:** you may be able to obtain diabetic supplies at no cost to you by participating in MMD's Diabetes Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4526.

<sup>1</sup> Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

<sup>2</sup> Coverage includes Preventive Medications, in accordance with Federal Law.

HESE / Non-Grandfathered Effective 07/01/2013

Huron City (300, 301, 304, 307, 308, 309), EHOVE (330, 331, 334, 335), Margareta (322, 323, 326, 327), North Point (346, 347, 350, 351, 353), Perkins (314, 315, 338, 339)

**Huron-Erie School Employee Insurance Association**  
**Working Spouse Coverage**  
**Approved as of October 1, 2009**

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than October 1, 2009.

This requirement **does not apply** to any spouse who:

- Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after October 1, 2009. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan

providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.**

#### **ARTICLE XXIV — SUBSTITUTE WORKERS**

- 24.1 A substitute employee or regular nine- or ten-month employee substituting during the summer break will be paid the hourly rate at the zero years experience on the salary schedule for the position being worked.
- 24.2 In the event a first shift custodian is absent from work, if needed, second shift custodians from that building shall be offered the opportunity to work first shift until the absent employee returns to work. Second shift custodians shall be offered such work on a seniority basis, when offered. When a second shift custodian is replacing an absent first shift custodian as provided for above, a substitute shall be provided to replace the second shift custodian.
- 24.3 In the event a cook or aide is absent from work, employees with fewer hours per day, and who are in the same classification shall be offered to work in place of the absent employee, on a seniority rotation basis. When a cook or aide is replacing an absent employee as provided for above, a substitute shall be furnished until such time as the absent employee returns to work and the displaced cook or aide returns to their contracted position.
- 24.4 Regular nine or ten month employees who desire to be called for substitute work shall make such requests in writing to the Superintendent/designee at the start of each school year and summer break. Qualified bargaining unit members shall be given the opportunity to work as a substitute prior to any non-bargaining unit member. The substitute work cannot put the employee into overtime status (unless prior approval is granted by the Superintendent/Designee). Substitutes must have the required certifications and/or licensing for the substitute position, to be awarded the job.

#### **ARTICLE XXV — CONTRACTS**

- 25.1 Support staff employee contracts shall be issued in accordance with O.R.C. §3319.081.

## **ARTICLE XXVI — CALENDAR**

- 26.1 The calendar for nine (9) month employees shall be 180 days, with starting and ending dates to be determined by the South Central Local School District Board of Education. The following bargaining units are assigned this calendar:
- A. Bus Drivers
  - B. Aides
  - C. Food Service Cooks
  - D. Custodian (assigned part-time less than 8 hours per day)
- 26.2 The calendar will be 260 days, to include modified calamity days for custodians. On calamity days, custodians are responsible to check their buildings for any mechanical problems, and see to necessary snow removal to permit easy and safe access to entranceways. (They are encouraged to do any other work which they may not have been able to get to adequately during regular working hours if conditions permit.)

## **ARTICLE XXVII — EMPLOYEE DISCIPLINE CODE**

The South Central Local School District Board of Education and the Union have agreed the support staff employed by the South Central Local School District Board of Education shall be disciplined in accordance with the following provisions:

- 27.1 The Superintendent of Schools shall have authority to suspend a Support Staff Employee with or without pay after a hearing for just cause.
- 27.2 The South Central Local School District Board of Education shall have authority to:
- A. Terminate a Support Staff Employee for just cause.
  - B. Non-renew Support Staff Employees in accordance with Ohio law..
  - C. Suspend a Support Staff Employee with or without pay after a hearing for just cause.

Discipline shall be in a progressive manner unless the act which the employee is being disciplined for warrants a lesser or greater discipline.

- 27.3 All disciplinary hearings shall be in Private with the superintendent/designee. Written notice of the nature of the offense will be issued to the employee prior to a hearing. Employees shall have the right of representation at such hearing by Union representation ; A written disposition by the Superintendent or designee within five (5) working days of date of such hearing. Discipline shall be appealable through the grievance procedure.

**ARTICLE XXVIII — CONVERSION OF UNUSED SICK LEAVE**

28.1 Employees may convert 15 days of sick leave earned and not used during the current school year (1 July - June 30) for cash, based upon a percentage of their regular daily amount and in accordance with the following formula:

Days of Unused Sick Leave As of July 1

<u>Years of Experience</u>	120- 139	140- 159	160- 179	180- 199	200- 219	220- 240
10 - 11 Years	16%	18%	20%	22%	24%	26%
12 - 14 Years	18%	20%	22%	24%	26%	28%
15 - 17 Years	20%	22%	24%	26%	28%	30%
18 - 20 Years	22%	24%	26%	28%	30%	32%
21 - 23 Years	24%	26%	28%	30%	32%	34%
24 - 26 Years	26%	28%	30%	32%	34%	36%
27 - 29 Years	28%	30%	32%	34%	36%	38%
30 or more years	30%	32%	34%	36%	38%	40%

28.2 Daily conversion rate is based on current year's regular pay (excluding extra duty pay).

28.3 Employees shall submit their request to convert unused sick leave in writing to the Superintendent between June 15-30 of each respective year.

28.4 Payment shall be made by separate check at the time of the second payroll in August. Such payment shall be subject to all Federal and State taxes.

28.5 All unused sick leave days used in conversion shall be forfeited and may not be restored at a future day.

28.6 Sick leave — accumulated 240 days.

**ARTICLE XXIX --- WAGES**

29.01 Across-the-board wage increases shall be implemented in accordance with the following schedule:

<u>Effective Date of Increase</u>	<u>Percent Increase</u>
July 1, 2014	1%
July 1, 2015	1%

In the event negotiations continue past the expiration date of the negotiated agreement, across the board increases (including increases to trip rates) shall be retroactive to July 1, of the year in which the contract begins.

**ARTICLE XXIX SOUTH CENTRAL LOCAL SCHOOL DISTRICT 2014-2015 SUPPORT  
STAFF SALARY SCHEDULE**

<b>Years</b>	<b>Custodians</b>	<b>Bus Drivers</b>	<b>Aides</b>	<b>Cooks</b>	<b>Index</b>
0	\$13.20	\$14.24	\$12.01	\$11.27	
1	\$13.33	\$14.38	\$12.13	\$11.38	1.01
2	\$13.46	\$14.53	\$12.25	\$11.50	1.02
3	\$13.60	\$14.67	\$12.37	\$11.61	1.03
4	\$13.73	\$14.81	\$12.49	\$11.72	1.04
5	\$13.86	\$14.95	\$12.61	\$11.84	1.05
6	\$13.99	\$15.10	\$12.73	\$11.95	1.06
7	\$14.12	\$15.24	\$12.85	\$12.06	1.07
8	\$14.26	\$15.38	\$12.97	\$12.17	1.08
9	\$14.39	\$15.52	\$13.09	\$12.29	1.09
10	\$14.52	\$15.67	\$13.21	\$12.40	1.10
11	\$14.65	\$15.81	\$13.33	\$12.51	1.11
12	\$14.78	\$15.95	\$13.45	\$12.62	1.12
13	\$14.92	\$16.09	\$13.57	\$12.74	1.13
14	\$15.05	\$16.23	\$13.69	\$12.85	1.14
15	\$15.18	\$16.38	\$13.81	\$12.96	1.15
18	\$15.31	\$16.52	\$13.93	\$13.08	1.16
20	\$15.44	\$16.66	\$14.05	\$13.19	1.17

**ARTICLE XXIX SOUTH CENTRAL LOCAL SCHOOL DISTRICT 2015-2016 SUPPORT  
STAFF SALARY SCHEDULE**

Years	Custodians	Bus Drivers	Aides	Cooks	Index
0	\$13.33	\$14.38	\$12.13	\$11.38	
1	\$13.46	\$14.53	\$12.25	\$11.50	1.01
2	\$13.60	\$14.67	\$12.37	\$11.61	1.02
3	\$13.73	\$14.81	\$12.49	\$11.72	1.03
4	\$13.86	\$14.96	\$12.61	\$11.84	1.04
5	\$14.00	\$15.10	\$12.73	\$11.95	1.05
6	\$14.13	\$15.24	\$12.86	\$12.07	1.06
7	\$14.26	\$15.39	\$12.98	\$12.18	1.07
8	\$14.40	\$15.53	\$13.10	\$12.29	1.08
9	\$14.53	\$15.68	\$13.22	\$12.41	1.09
10	\$14.66	\$15.82	\$13.34	\$12.52	1.10
11	\$14.80	\$15.96	\$13.46	\$12.64	1.11
12	\$14.93	\$16.11	\$13.58	\$12.75	1.12
13	\$15.06	\$16.25	\$13.70	\$12.86	1.13
14	\$15.20	\$16.40	\$13.83	\$12.98	1.14
15	\$15.33	\$16.54	\$13.95	\$13.09	1.15
18	\$15.46	\$16.68	\$14.07	\$13.20	1.16
20	\$15.60	\$16.83	\$14.19	\$13.32	1.17

**ARTICLE XXX — BUS DRIVER PAY AND PROVISIONS**

30.01 Hourly Rate of Pay: Field Trips and Athletic Trips — \$10.28.

30.02 The following provisions will apply:

- A. The Board will pay for the annual fee for bus driver driving abstracts.
- B. The Board will pay for Bus Drivers' fingerprinting once every six (6) years.
- C. The Board will pay for Bus Drivers the difference between their regular and CDL license once every four years.
- D. Buses will be kept by the drivers at their homes during the school year, unless the driver's residence makes the commute distance to work cost prohibitive as determined by the Superintendent.
- E. Bus drivers will be paid a minimum of two (2) hours per route (AM or PM). If drivers drive additional route(s) at the request of the supervisor, they will be paid the two (2) hours (AM or PM) plus only for actual additional time worked, at regular rate of pay.
- F. Activity trip payment that would encompass a 4 hour regular route trip. A driver would be paid 4 hours at regular route trip salary; the remaining hours of the activity trip would be paid at activity salary rate. Activity trip payment that would encompass a 2 hour regular route trip. A driver would be paid 2 hours regular route trip salary, the remaining hours of the activity trip would be paid at activity salary rate.
- G. Bus drivers will be paid their regular rate of pay for the time spent in recertification and for all time spent attending safety meetings. Bus drivers will be reimbursed for any expenses incurred under this provision. Bus drivers will be paid for two (2) hours at their regular rate of pay plus mileage (Board approved rate) each time they are required to go for drug/alcohol testing.
- H. If full-time bus driver is off for any reason or for length of time, the position shall be offered to regular drivers by seniority.

30.03 Bus Trip Procedure

- A. Place in all drivers' district office mailboxes a list of all trips for the upcoming two (2) weeks by Wednesday prior to the Friday bus meeting.
- B. Every two (2) weeks all trips will be offered on a seniority rotation basis. Trip picks will begin with the driver next up on the seniority list from the previous driver

meeting. Should a trip not have a driver once the seniority list has been completed one full rotation, then the Director of Transportation will offer the trip to a substitute driver. If the trip is still not taken and no substitute is available, the Director of Transportation will assign the trip from the seniority list on a rotation basis from the bottom to the top.

- C. If more trips become available during that two (2) week period, they will be offered starting with where scheduling left off; if more than one (1) trip, driver may choose. When an emergency exists the Transportation Director may select an available driver without regard to seniority. Emergency, for this provision, shall be defined as a breakdown, accident, disaster, personal illness (less than 24 hours) or late request (less than 24 hours).
- D. If for some reason you cannot attend the meeting, you must have your top picks turned in, in writing, before 8:00 a.m. on that specific Friday morning or designate another bus driver to speak on your behalf.
- E. Call the Director of Transportation if you have an emergency and/or cannot drive. The bus driver is responsible for securing his/her substitute and will notify the Director of Transportation, within 24 hrs, of the substitute driving for the regular driver. If the driver has exhausted the seniority list and sub list, the driver will contact the Director of Transportation, who will assign a driver to the route/trip.

#### **ARTICLE XXXI — PAID LUNCH PERIODS**

- 31.1 All regular employees who work at least 7-1/2 hours per day will have a half-hour, paid, working lunch. A working lunch is defined as one where an employee will attend to an immediate job need which might come up during their normal lunch half-hour, but make up for the time taken to attend to said need. A paid lunch should not be taken at the end of the workday to enable an employee to leave the work site a half-hour early. Employees must stay on school premises to be paid for lunch.
- 31.2 In addition, all regular employees are entitled to one (1) fifteen (15) minute, paid break for every 3½ hours the employee works daily. This entitlement shall be in addition to a paid lunch, if the employee qualifies under section 31.1.

#### **ARTICLE XXXII — PAY PERIODS**

- 32.1 In order to maintain equality within a particular job description, all employees will be uniformly paid every two (2) weeks over a twenty-six (26) pay year or twenty-seven (27) pays to be determined by the school year calendar.

- 32.2 All employees shall receive payment via direct deposit. Costs of direct deposit will be the responsibility of the Board. Employees who choose, may receive the equivalent of a pay stub via school district email. All other employees will receive such equivalent via inter-office mail or US mail when school is not in session.

### **ARTICLE XXXIII — OVERTIME PAY**

- 33.1 For purposes of overtime pay, a full-time employee shall be one who works 40 hours per week.
- 33.2 A full-time employee will be compensated for hours worked over 40 hours per week at the rate of one and one-half (1-1/2) times the regular hourly rate. Forty (40) hours per week can be any combination (40 hours worked as sick leave or holiday). All overtime must be approved in advance, in writing, by either the building principal, or the Superintendent. Exceptions may be made in cases of emergencies when written approval would follow.
- 33.3 Custodial employees called in for special events will be paid at the premium rate of time and one-half (1-1/2) regular pay for hours worked. Employees called in under this provision will be guaranteed two (2) hours of pay per call.
- 33.4 Employees called in to work on holiday weekends (Saturday and/or Sunday) or holidays will be paid at double their rate of pay for hours worked.

### **ARTICLE XXXIV — PROFESSIONAL FEES**

- 34.1 The Board agrees to pay for professional fees for supervisor-approved job related training seminars, schooling, etc.
- 34.2 The Board agrees to compensate employees at the appropriate rate of pay for hours spent in training when training is required by administration outside of contract working hours.

**ARTICLE XXXV — DURATION, INTENT OF AGREEMENT AND SIGNATURES**

35.01 This Agreement constitutes the entire Agreement between the parties. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period. Any Agreement mutually agreed to during the life of this contract shall be reduced to writing in a Memorandum of Understanding and attached to said contract.

35.02 This contract shall become effective July 1, 2014, and shall remain in full force and effect through June 30, 2016, both dates inclusive.

35.03 Signatures

This Agreement is duly sworn and agreed to by the parties indicated below, and is in effect from July 1, 2014, through June 30, 2016.

SOUTH CENTRAL LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

OAPSE LOCAL #347

\_\_\_\_\_  
Board President

\_\_\_\_\_  
OAPSE Local President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
OAPSE Local Agent of Record

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
OAPSE Negotiator

**SOUTH CENTRAL LOCAL SCHOOL DISTRICT GRIEVANCE FORM**

(PRINCIPAL/SUPERVISOR)

STEP 1

**Instructions:** Prepare in quadruplicate. Distribute one copy each to the Superintendent, Immediate Supervisor, and Grievant. State grievance and section allegedly violated in clear and concise terms.

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

Date of Filing \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date Cause of Grievance Occurred \_\_\_\_\_

Statement of Grievance:  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Date \_\_\_\_\_ Time \_\_\_\_\_

Disposition by Supervisor:  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

SOUTH CENTRAL LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM  
(SUPERINTENDENT)  
STEP 2

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

Position of Grievant \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Date \_\_\_\_\_ Time \_\_\_\_\_

Disposition by Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date \_\_\_\_\_ Time \_\_\_\_\_

SOUTH CENTRAL LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM  
(BOARD OF EDUCATION)  
STEP 3

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

Position of Grievant \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Date \_\_\_\_\_ Time \_\_\_\_\_

Date Submitted to Board:

Decision of Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board President \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

SOUTH CENTRAL LOCAL SCHOOL DISTRICT  
LETTER OF INTENT TO ARBITRATE

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

TO: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Name of Grievance or Grievant: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

This letter is the Union's formal notification of its intent to take the above-mentioned grievance to arbitration.

Sincerely,

\_\_\_\_\_  
President of Local #347

cc: OAPSE Field Representative  
File