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AGREEMENT

BETWEEN THE
LAKEVIEW LOCAL BOARD OF EDUCATION
AND THE
LAKEVIEW SCHOOL SUPPORT ASSOCIATION

JUNE 15, 2014 – JUNE 14, 2016

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ARTICLE I RECOGNITION

1.01 The Lakeview Local Board of Education, hereinafter referred to as the Board, recognizes the Lakeview School Support Association, an Ohio Education Association/National Education Association (OEA/NEA) affiliate, hereinafter called the Association, as the sole and exclusive representative for the purpose of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

1.02 Bargaining Unit Defined

The bargaining unit shall include all regular noncertified employees, regularly scheduled and employed under contract as per Ohio Revised Code, Section 3319.081, employed in the following classifications:

Bus Drivers (Regular and Kindergarten)	Custodians
Mechanic/Driver	Head Custodians
Bus Mechanics	Educational Aide/Mail Courier
Head Cooks	Classroom Teacher Aide
Cooks	Classroom Aide (RN/LPN)
Cafeteria Aide	Clinician
Maintenance Workers	Library Assistant

1.03 Excluded from the Bargaining Unit

Exclusions from the bargaining unit shall include all other classified employees not listed above and professional, confidential and management level employees and supervisors, as defined in Ohio Revised Code Chapter 4117.

1.04 Employee Rights

All employees of the bargaining unit as described herein are entitled to all rights, benefits and privileges of the Contract unless otherwise specified.

1.05 Contracting Out

The Board reserves the right to contract for services that fall within the classification/job description common to the daily operations of the school/office with private contractors for periods of time not to exceed forty five (45) days. Under this Section, the Board may contract for such services and will meet with the Union to discuss the effects of the decision or reach mutual agreement as set forth in this Section.

ARTICLE II NEGOTIATION PROCEDURES

2.01 Subjects for Negotiations

The subjects for negotiation shall be wages, hours, fringe benefits and other terms and conditions of employment, except as otherwise specified in O.R.C. 4117.08.

2.02 Directing Requests

A written request to open negotiations shall be served on either party not more than one hundred and twenty (120) days nor less than ninety (90) days prior to the expiration date of this contract. Such request shall be served on the Superintendent by the Association and on the Association President by the Board. Within ten (10) days of the receipt of the request, both parties will establish a mutually agreeable site, date and time for the meeting.

2.03 Meetings

Once the meeting date, time and place have been established, at the first meeting, the parties shall present their written proposals. No additional items shall be considered unless agreed to by both parties.

2.04 Representation

The Board's and the Association's negotiating teams shall be limited to five (5) members each. Each team shall designate one person as the spokesperson for the team. Each side may have two observers. Neither party shall have any control over the composition of the other party's team.

2.05 Exchange of Information

2.051 The Superintendent shall provide the Association, upon reasonable request, all available and accurate information concerning the financial resources of the district and such other pertinent reports as necessary. The Association shall incur no expense.

2.052 The Association shall provide the Superintendent, upon reasonable request, all available and accurate information pertinent to the issues under negotiation. The Board shall incur no expense.

2.06 Progress Reports

The Association and the Board retains the right to issue general reports to its membership on the progress of negotiations; provided, however, no press release

to any news media regarding negotiations shall be issued by either party before any notice of intent to strike, pursuant to O.R.C. 4117.14(D) (2).

2.07 Tentative Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the spokesperson of each party. Such initialing shall be construed as tentative agreement by the bargaining teams. Items or issues so tentatively agreed upon shall be subject to ratification by the membership of the Association and adopted by the Board.

2.08 Agreement

When a contract is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the contract to determine the accuracy of the transcript. If the contract is then in proper form, it shall be submitted to the Association for ratification and adoption. Within five (5) days of ratification by the Association, the contract shall be submitted to the Board for its consideration at its next regular or special meeting. If approved it shall become part of the official Board minutes and binding on both parties. Said contract shall be signed by the appropriate negotiators of both parties. Upon adoption and approval by both parties, three (3) originals shall be fully signed and executed, with one such original to be retained by the Board, one by the Association, and one to the State Employment Relations Board (SERB). The Board shall be the responsible party to send SERB its copy.

2.09 Mediation

2.091 In the event a contract is not reached by negotiations, either party shall have the option of requesting mediation. Mediation may be requested forty five (45) days prior to the expiration of the contract unless mutually extended by the parties.

2.092 The party requesting a mediator shall direct such request to the Federal Mediation and Conciliation Service and provide notice to the other party.

2.093 In the event that the assistance of mediation is unsuccessful in reaching an agreement between the parties and should an agreement not be reached within ten (10) days of the expiration of this agreement or during any mutually agreed extension thereof, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14 (D)(2), of the Ohio Revised Code.

2.10 If negotiation sessions occur during a negotiating team member's work time, the Board shall release said member from duties with pay to attend bargaining

sessions, unless an emergency situation arises. Substitutes will be provided for the released bargaining unit member.

2.11 In-Term Bargaining

If the parties agree to open any provision of this Contract, the parties shall meet and bargain at a mutually convenient time. If conditions arise requiring in-term bargaining, the parties shall meet and bargain within thirty (30) days. The Board may, but need not, maintain the status quo during in-term bargaining situations.

ARTICLE III PAYROLL DEDUCTIONS FOR DUES

- 3.01 The Board agrees to deduct from the pay of school employees dues for the Lakeview School Support Association when so authorized in writing by each employee. Notification must be before the first scheduled pay day in October.
- 3.02 Payroll deductions shall be continuous and shall be revocable by written notice five (5) working days before the first scheduled pay day.
- 3.03 The deductions shall be made in sixteen (16) equal installments beginning with the first pay in October.
- 3.04 Individual authorization forms for dues deductions shall be furnished by the Lakeview School Support Association and when executed it shall be filed by the Lakeview School Support Association with the school district treasurer.
- 3.05 Dues deductions shall be transmitted by the Association within ten (10) days after such deductions are made along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the Association.
- 3.06 The right to refund to the employees, monies deducted from their pay, shall lie with the Association. The local Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association whenever the deduction is in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- 3.07 If a bargaining unit member leaves the employment of the Board prior to complete payment of the dues owed for that year, the remainder owed by the member shall be deducted from his/her final paycheck and/or any stipends or supplementals normally paid by separate check.

3.08 Fair Share Fee

Payroll Deduction of Fair Share Fee

3.081 Authorization

The Treasurer of the Board shall deduct from the pay of members of the Bargaining Unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

3.082 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3.083 Schedule of Fair Share Fee Deduction

A. All Fair Share Fee Payers

Payroll deduction of such annual Fair Share Fee shall commence on the first (1st) pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first (1st) pay day, a dues deduction is scheduled, on or after the later of:

1. Sixty (60) days employment in a Bargaining Unit position,
or
2. January 15th

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon written 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 a dues deduction is scheduled, occurring on or after forty-five (45) days from the termination of membership.

3.084 Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the Bargaining Unit members for whom deductions were made, and the amounts deducted for each.

3.085 Procedure for Rebate

The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09(C) of the Revised Code 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.

3.086 Entitlement to Rebate

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.

3.087 Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Board shall have the right to designate counsel to represent and defend the employer; and
- C. The Board agrees to:
 - 1. give full and complete cooperation and assistance to its counsel at all levels of the proceeding.

2. permit the Association or its affiliates to intervene as a party if it so desires; and/or
3. not oppose the Association or its affiliate's application to file briefs Amicus Curiae.

ARTICLE IV GRIEVANCE PROCEDURE

4.01 Definitions

4.011 Grievance

Grievance shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Master Contract.

4.012 Grievant

Grievant shall mean the Association or Employee(s) initiating a grievance.

4.013 Day

A day shall mean a working day, unless otherwise stated. The number of days indicated at each level shall be considered a maximum unless extended by mutual agreement. Any grievance filed during the school calendar year shall proceed during the summer months.

4.02 Rights of the Grievant and the Association

The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

Grievance forms shall be exhibited in the appendix of this contract and it shall be the exclusive right of the Association to issue forms to grievants.

The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

The Association shall receive copies of all communications in the processing of grievances.

The grievance shall state the facts upon which the alleged grievance is founded, the contract provision upon which the grievance is based and shall state the relief demanded.

4.03 Time Limits

A grievance shall be filed within twenty (20) days of the act on which the grievance is based. Failure of the grievant to comply with the time limits shall be cause for the grievance to be dismissed.

Failure of the Board to comply with the timelines shall result in the grievance proceeding to the next step of the grievance procedure.

4.04 Procedure

4.041 Informal Step

Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor or the lowest level supervisor with the authority to resolve the matter. The supervisor shall give an answer to the grievant and his/her LSSA representative within five (5) days of the meeting. If the grievance is not resolved during the informal step, the Association or grievant, within fifteen (15) days of the act, shall file a written grievance with the appropriate supervisor.

4.042 Step One – Formal

The appropriate supervisor shall arrange and hold a hearing within five (5) days of receipt of the written grievance. The Association, grievant, and employer may present evidence to sustain their positions. Within five (5) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the grievant and to the Superintendent. If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association/grievant shall file a written form within five (5) days to proceed to Step Two.

4.043 Step Two

Within (5) days of the filing of the form, the superintendent or his/her designee, (not involved in Step One), shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within five (5) days after the hearing, the superintendent or his/her designee shall provide a written response to the Association and grievant.

4.044 Step Three

Within twenty (20) days of receipt of the Step Two response, or if the Step Two supervisor fails to file a timely response, the Association shall notify the employer in writing of its intent to proceed to arbitration.

4.045 Selection of the Arbitrator

The Arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

4.046 Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall not have the authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The decision of the arbitrator shall be final and binding on the Board, the grievant and the Association.

4.047 Costs of Arbitration

Payment to the arbitrator shall be split between the parties. The losing party shall pay 75% and the prevailing party shall pay 25% of the arbitrator cost.

4.048 Miscellaneous

- A. All communications regarding grievances shall be reduced to writing and hand delivered or mailed by certified mail, return receipt requested. The Board/Employer shall provide the Association with copies of all communications.
- B. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

- C. All parties of interest shall be permitted to attend a grievance meeting or arbitration hearing.
- D. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance, or any supervisor, administrator, or board of education member.
- E. A grievance may be withdrawn by the Association at any time without prejudice. However, the time limit in Section 4.03 applies.
- F. If the issue of arbitrability is raised, the arbitrator shall bifurcate the hearing and first decide whether the grievance is arbitrable. If the arbitrator determines that the grievance is not arbitrable, the grievance will be dismissed.

ARTICLE V EMPLOYMENT

- 5.01 All classified employees shall be employed by the Board under the provisions of Ohio Revised Code 3319.081.
- 5.02 Employees shall receive a salary notice which shall contain the job classification, number of days and hours to be worked, salary and number of holidays.
- 5.03 District Seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit position and determined by the original date of hire as a regular employee.
- 5.04 Classification Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in their present classification.
 - 5.041 Upon initial hire, a District Seniority date will be recorded by the District Treasurer. Additionally, the District will record a classification starting date for each position classification held by the bargaining unit member.
 - 5.042 Current bargaining unit members will be grandfathered for the purposes of recording Classification Seniority. The date of hire in the classification position currently held will continue to reflect the initial hire date into the District. Should a current bargaining unit member be hired/transferred into a new classification, the date of hire into the new classification will be recorded as the Classification Seniority date.

- 5.05 In the event of consolidation, merger, or coming together of more than one school system into the Lakeview Local School District, the present employees within our school system shall retain their present seniority and positions to the extent practical and/or as provided by law.
- 5.06 Employees shall accrue seniority while on sick leave, leave of absence and all other approved leaves granted by the Board.
- 5.07 The Board shall provide a seniority list, by classification, to the Association president and a copy of such list shall be posted in all Board owned facilities for the information of members of the bargaining unit by October 15.
- 5.08 Tie Breaker

5.081 Ties in seniority shall be broken as follows:

- A. The earliest starting time on the time card(s) or the first day worked maintained by the Treasurer of the Lakeview School District.
- B. In the event of a tie, seniority shall be determined by the toss of a coin.

The effected employees shall be present as well as the President of the Association. The President shall toss the coin. The employee whose last name is first alphabetically shall call the toss of the coin.

5.09 Correction of Seniority List

5.091 It is the responsibility of each employee to review the seniority list provided by the Board of Education. An employee shall advise the Board in writing of any inaccuracies which affect his/her seniority. The Board will investigate all reported inaccuracies and make adjustments, if any, as may be appropriate. In the event adjustments are made by the Board of Education, the list will be posted promptly.

5.092 No claim, protest or request for an adjustment to the seniority list shall be considered after fifteen (15) days of the initial posting by the Board of Education and the list shall be considered as final until the next posting.

ARTICLE VI VACANCY/TRANSFER

6.01 Definitions

Vacancy: A vacancy shall be defined as a newly created position or a position previously held by a member of the bargaining unit which the Board determines to fill.

Transfer: A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.

Voluntary Transfer: A voluntary transfer shall be defined as an employee initiated assignment.

Involuntary Transfer: An involuntary transfer shall be defined as an Employer initiated reassignment of an employee.

6.02 Voluntary Transfer Procedure

Employees shall have ten (10) days after the posting date of a vacancy to file a voluntary transfer request with the Employer.

Voluntary transfers shall be completed before recalling to the work force from the recall list a bargaining unit member within that same classification. The laid off member shall be recalled to the vacancy created by the voluntary transfer of the more senior bargaining unit member. No voluntary transfer shall be permitted between classifications if there is a member of the bargaining unit who has been previously laid off and who is on the recall list in that classification.

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial.

6.03 Involuntary Transfer Request

If no employee requests the vacant position, the Employer may implement an involuntary transfer, in which case the least senior employee will be transferred.

Any employee involuntarily transferred shall be given written reason(s) for such transfer.

No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

6.04 Within five (5) weeks of notification that a position will be vacant, the Board will determine whether or not the vacancy will be filled. The Superintendent will schedule a meeting with the Association no later than five (5) working days after the decision in order to discuss the Board's decision and offer input.

6.05 The Board shall post all job vacancies, including newly created positions and promotional positions first within the bargaining unit for a period of not less than ten (10) working days after which the internal bidding shall be closed. The vacancy notices shall be posted in all buildings and shall contain a description and details of the openings. The Board shall post the position promptly after it determines to fill the vacancy.

A bargaining unit member must make a request for the vacant position, in writing, to the appropriate supervisor or superintendent.

6.06 The awarding and filling of the vacancies shall occur within five (5) work days after action by the Board using the following formula:

6.061 Present employees shall be given consideration for all vacancies within their job classification. If no qualified bargaining unit member within that classification applies, the position may be awarded to a person not currently employed by the Lakeview Schools.

6.062 The following factors are guidelines for evaluating the candidacy bid:

Previous job experience
Quality and quantity of work performed in the present position
Skills and training
Seniority

In the event all factors are substantially equal, system seniority shall be the determining factor.

6.07 All qualified applicants shall be granted an interview and shall be notified if they are a successful or unsuccessful applicant.

6.08 Any employee who successfully bids into a new or vacant position shall have a twenty (20) work day trial period during which time he/she may return to his/her previous position within each job classification at his/her discretion or at the discretion of the district. During the twenty (20) day trial period, the District may fill a vacancy caused by such successful bid with a substitute.

6.09 Full time bargaining unit members will have priority over part time employees in the case of promotions, permanent vacancies, if their skill, ability and experience to perform the job and the needs of the district are substantially equal even though a part time employee may have worked as a part time employee for the district for a longer period of time.

6.10 Vacancy notifications shall be sent to all bargaining unit members via district email. Additionally, the President of the Association shall be notified by regular

U.S. mail of each vacancy notice. The notification shall be mailed on the same day the vacancy is posted internally.

6.11 Within five (5) days after a vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Association.

6.12 Miscellaneous

No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee.

No transfer shall be implemented during a period of Reduction in Force that will negatively impact the recall of an employee on layoff.

6.13 Transfer From One Classification to Another

No transfer of any employee shall be made from one classification to another without following the job posting procedure established by the Contract between the Association and the Board and in compliance with this Article.

6.131 If an employee's classification is absorbed into another classification, *i.e.*, cafeteria aide into cooks, the employee shall be able to move to the new classification and keep their seniority. The employee's rate of pay will not be reduced as a result of his/her classification being absorbed. The employee, for purposes of the salary schedule, will be placed at the level of years of experience closest to their former classification salary schedule. The employee will advance from that placement each year, if applicable.

6.14 Transfer From One Shift To Another

If it becomes necessary to involuntarily transfer an employee from one shift to another, the least senior qualified employee within the affected classification shall be transferred.

6.15 Alternative Work

The administration may give alternate work when the same is available to an employee who has become medically unable to perform his/her regular job duties. The alternate work may constitute a lateral transfer to a related class. Such transfer shall have the mutual agreement of the Association and the employee.

ARTICLE VII WORK WEEK AND OVERTIME PAY

7.01 The regular work week shall be as follows:

The regular work week shall be five (5) consecutive work days , Monday through Friday, for eight (8) hours. All other Saturday and Sunday work at all Lakeview School buildings and modular units shall be offered to the current custodians prior to the calling of any substitutes.

The hours of work shall be consecutive and shall include one half (1/2) hour paid lunch period for eight (8) hour employees.

Employees working eight hours per day shall have one fifteen (15) minute break within their work day. The time of the break will be set by the supervisor or principal and the employees; and time clocks may be required for the fifteen (15) minute break or the thirty (30) minute lunch period.

7.02 The normal hours of work per week and days per year in each school year shall be set by the supervisor or administrator in accordance with the established school day. No change in an employee's work week or work day will be made without prior consultation with the Association president or designee.

7.03 Overtime Pay/Compensatory Time

Overtime pay will be one and one-half (1-1/2) times the employee's regular hourly rate for all time worked over forty (40) hours in any seven (7) day period.

When computing overtime, the bargaining unit member shall have accrued earnings on the scheduled work day preceding and the day following the day in which overtime is worked.

If required by the administrator or supervisor to work on a paid holiday, such member shall be paid at time and one-half (1-1/2) his/her regular rate of pay for all hours worked in addition to holiday pay. TO CLARIFY: Custodian A is not scheduled to and does not work on Christmas Day (a paid holiday). In his/her pay check eight (8) hours are paid on the custodian's appropriate pay schedule for that day. Over the holiday break the water pipes freeze, and the supervisor requests that Custodian A work eight (8) hours on New Year's Day, a paid holiday. Custodian A agrees to work eight (8) hours on New Year's Day. In his/her pay, Custodian A receives eight (8) hours of pay for the paid holiday, New Year's Day, and then receives 1 and ½ times his/her normal rate of pay for actually working on New Year's Day (8 + 4). So, for working on New Year's Day, the compensation for Custodian A will reflect twenty (20) hours of pay.

Saturday and Sunday shall be paid at time and one-half (1-1/2) for all hours worked over forty (40) hours.

All overtime hours worked shall be indicated in a separate area on each paycheck.

When an employee is assigned to perform work in a different job classification, the employee will be paid regular rate for those duties after four (4) days of service.

An employee may request compensatory time off in lieu of overtime pay. The request must be approved by the Superintendent. Such compensatory time shall be granted at the rate that the overtime was computed for all hours worked and may not accumulate to more than sixty (60) hours at one time.

Paychecks will be distributed to second shift on Thursday.

7.04 Summer Work Opportunities

7.041 In the event the board determines that it is necessary to employ summer help, nine or ten month employees currently with the district and qualified to perform the work, shall be offered the employment before going outside the system:

A. on the basis of seniority within the classification of summer employment;

B. on the basis of district-wide seniority.

7.042 This provision does not apply to the Board's need to hire substitute workers for those on sick leave or vacation or to workers assigned and paid by government agencies, i.e., PIC.

7.043 Summer work, including but not limited to custodial, maintenance, and transportation help, shall be paid at the substitute rate.

7.044 Custodial job assignments shall be determined and assigned by the head building custodian in consultation with the Superintendent.

7.05 Emergency/Short Notice Work

7.051 Employees will be called on a seniority basis for any emergency or short notice work. Such pay shall be for a minimum of two (2) hours and shall be paid overtime if applicable.

7.052 In an emergency or short notice situation, the first available employee, using the seniority list, will be given the extra work. An employee is not available for work in an emergency or short notice situation unless they personally accept the call and agree to perform the emergency/short notice work. An employee who uses an answering

machine or service and fails to promptly accept the work is not considered available for work.

ARTICLE VIII WORKING CONDITIONS

8.01 Equipment

The Board shall provide within available funds such supplies and equipment so that the members may do their work promptly and efficiently.

8.02 If the Board of Education requests a criminal record check which requires a complete set of the employee's fingerprints, the Board shall pay the cost of fingerprinting and the processing fee to the Ohio Bureau of Criminal Investigating.

8.03 Custodial/Maintenance Personnel

8.031 When schools are not in session, all custodial/maintenance personnel shall be placed on day shift.

8.032 All substitute employees who will be used in each department shall be instructed in those positions that they will be working to familiarize themselves with job duties and school operations.

8.033 Appropriate keys shall be given to those buildings custodians, assistants and helpers as determined by the building principal.

8.034 Reasonable efforts shall be made to equalize the work load for each custodian in all buildings. Adjustments in work load shall be made as conditions change.

8.035 In the absence of a day shift employee, the day shift work shall be offered to afternoon employees in that work location who are capable of performing the day turn work required on a rotation basis. When the Head Custodian is absent on a day that school is in session, the afternoon shift employees in that work location who are capable of performing the day turn work shall be offered the opportunity to fill the position on a rotation basis. Should the afternoon personnel refuse such work, the Head Custodian shall be free to provide for the absence by either a Board approved substitute or another afternoon shift employee from another building.

8.036 A shift differential of 35 cents an hour shall be paid to a custodian working the afternoon shift.

8.037 A head custodian/maintenance person who is at Step Four of the salary schedule will be paid a rate differential of \$1.00 per hour over the last step on the custodian salary schedule.

8.038 Overtime

Extra time or overtime work shall be offered as needed to employees within the work location on a seniority rotating basis unless employees within a location refuse such work. Overtime may be offered on a seniority rotation basis from another building when there is no bargaining unit member available within a building.

When a Board owned facility is being used by an outside group, there shall be a custodian on duty. Custodians on duty shall be paid at time and one-half for all hours worked at the employee's regular rate of pay if it is beyond the regular work day.

8.04 Bus Drivers

8.041 Bus Routes

- A. Three (3) and four (4) hour bus routes will include a minimum of 15 minutes per day to do the safety check and gassing of buses for regular routes. Reasonable efforts to equalize driving time among bus routes will be made.
- B. The driver shall be compensated in 15 minute intervals over the three (3) or four (4) hour minimum for established bus routes that exceed the three (3) or four (4) hour limit.
- C. On or before the last day of school, the bus drivers are required to provide the transportation supervisor with an updated current list of students being transported on each route. The transportation supervisor will provide to the bus drivers a list of riders on each bus route at the August in-service/safety meeting of each year, subject to new enrollees, moves, withdrawals, transfers, route changes and other circumstances. Updates will be provided when necessary.
- D. Each bus driver will be given all the equipment and materials (provided by the Board) to sweep and clean their bus. Each bus driver shall be paid one (1) hour at their hourly per diem once each month for cleaning their assigned bus if they do not have at least fifteen (15) minutes during their regular three (3) or four (4) hour day for bus cleaning purposes.

- E. If the driver is required by the superintendent or his designee to attend a meeting prior to the school year for any reason, for each such meeting the driver will be compensated an amount equal to two (2) hours at his/her regular rate of pay.
- F. Parochial and vocational school drivers. Drivers shall be paid the regular per diem rate for all days driven for parochial and vocational schools when the Lakeview Schools are not in session. The driver shall be paid the regular per diem rate for all days driven for Lakeview when the parochial and vocational schools are not in session.
- G. If a bus route changes prior to the beginning of a new school year, all bus routes will be re-selected. Bargaining unit members will select their bus routes by seniority, using the Seniority List as a guide. The most senior bargaining unit member will select first and selections will follow in descending order.

If position(s) become vacant prior to October 31st, the position(s) will be posted in accordance with Article VI. After October 31st, only the first vacancy will be posted. If filled by a bargaining unit member, his/her vacated position shall be filled by a substitute unless the Superintendent in consultation with the LSSA President determines that it is in the best interest to hire a permanent driver, in which case that subsequent position will be also be posted internally.

8.042 Extra Bus Trips for Regular Contracted Drivers

Bus drivers are contracted for regular routes only. There are times when bus drivers are needed for extra curricular bus trips. The transportation supervisor has the responsibility to assign drivers for these extra trips. These assignments will be made in accordance with the following regulations:

- A. Bus drivers are hired to transport students to and from school. Regular contracted drivers will be offered extra trips. Extra trips will be allotted on a rotating basis beginning at the start of each school year. The driver who has the fewest accumulated equalized hours will begin the rotation. The rotation will continue in ascending order from that point forward.
- B. Upon refusal of extra trips, the individual driver shall be charged with the hours. When an absentee driver's name comes up for an extra trip he/she will be charged with the hours for that trip.

- C. Substitute drivers will be assigned during the regular driving hours and when there is no regular driver available. Regular contracted drivers will be assigned extra trips when they do not interfere with their regular contracted driving duties. Extra trips will be assigned to regular drivers on a rotating basis per Section 8.042, Paragraph A, of this Article.

The District will continue its efforts to arrange extra trips at times that are available for regular contracted drivers. If the trip is cancelled, the regular driver will be assigned his/her regular route.

- D. All extra trip assignments shall be posted at least five (5) working days in advance of the trip when possible. Extra trip hours shall be equalized for all regular drivers and shall be assigned concurrently and will be equalized and totaled on the board no later than three (3) days after the assignment of the extra trip. The extra trip shall be in effect from July 1 to June 30 of each year. The drivers with lowest number of equalized hours shall be assigned to the top of the new July 1 list.
- E. Should a driver report for an extra trip and the trip is cancelled after the driver has reported for work, the driver shall be paid for the trip or four (4) hours whichever is less. Drivers will be given twenty-four (24) hours' notice whenever possible pertaining to extra trips. Shorter notices may be necessary due to cancellations and other emergencies. When drivers have been assigned an extra trip and said trip is cancelled, these drivers shall remain on the roster for the next unassigned trip. The twenty-four (24) hour notice shall apply when an emergency trip is involved and the driver in line to take the trip cannot do so because of other commitments.
- F. Buses shall be assigned by the supervisor for extra duty trips.
- G. In matters affecting the proper and safe operation of the bus, the bus driver assigned shall have complete and immediate control.
- H. The teacher (on the bus) shall assume responsibility for the conduct and discipline of all students.
- I. Extra duty drivers shall notify the supervisor as soon as possible and not later than twelve (12) hours in advance if they are not able to drive in order that other drivers may be assigned.

1. Bus drivers driving extra trips are responsible for cleaning the bus after the field trip.
2. Unassigned busses shall be temporarily allocated to drivers whose regular bus is having mechanical or operational problems. Drivers will be assigned to drive their own bus on regular routes and extra trips except in case of an emergency. Drivers will be notified in advance that their bus will be used for extra trips, except in the case of an emergency.
3. Bus drivers shall be paid their regular hourly rate of pay while driving to and from extra trips. Upon arrival at the destination and completing unloading and parking the bus, the driver shall go on layover. Pay for the first two (2) hours of layover shall be at the employee's regular rate of pay. All layover time in excess of two (2) hours shall be paid at the rate of \$10.01.
4. An extra 15 minutes shall be added to each trip for the safety check and gassing of buses for extra trips.

8.043 Extra Trip Pay

Extra trips for bus drivers will be paid with the regular pay following the extra trip.

8.044 Overtime

All overtime hours worked shall be indicated in a separate area on each paycheck.

8.045 Required Safety Meetings

Bus drivers who are required to attend safety meetings by the transportation supervisor shall be paid at their regular rate of pay.

8.046 Bus Maintenance

Drivers shall not be required to drive any bus that they feel is unsafe. Drivers shall notify the supervisor of the unsafe condition and take a spare bus. Should there be a dispute as to the safety of the bus, the state patrol shall be requested to inspect the bus.

Drivers shall submit repair requests as needed in accordance with procedures established by the transportation supervisor and mechanics. A copy shall be kept by the driver.

Drivers will be responsible for checking the fluid levels. Drivers shall not be responsible for adding any fluids to the bus except gas.

8.047 Student Lists

The transportation supervisor shall provide each bus driver with a tentative list of students who ride their bus along with bus stops, turn around location, the number of students at each stop and maps of the route. Within two weeks after school starts, the drivers will return to the transportation supervisor an updated list of students, any change in bus stops and the name of a student assigned to help a substitute with directions. This information will be placed in a substitute folder to be kept in the transportation office.

8.048 Use of Lakeview Buses/Extra Trips

- A. Lakeview buses and Lakeview drivers will be used to transport Lakeview students to approved school activities when financially practical and the Board's general funds are used. Drivers must sign trip sheets and give time of return. Time clocks and cards shall be used to indicate times. When general funds are not used, it is not financially practical, or Lakeview buses and/or drivers are not available, the Board retains its discretion to use other means to transport Lakeview students and will notify the Association President of its decision.
- B. Community busing will not be used to transport students for regular bus routes except in special circumstances that will remain consistent with the District practice used during the 2013-2014 school year.

8.049 Drug Testing and Annual Physicals

The Board will pay the costs of all drug testing, annual physical exams, hearing tests, T.B. tests and chest x-rays. The Board will also pay the employee at his/her regular hourly rate, travel time to and from the testing facility and the time spent at the testing facility up to a maximum of two (2) hours.

8.0410 Mandated Meetings

When a driver is required by his or her immediate supervisor to attend a mandated meeting, the driver will be compensated at the regular rate of pay for at least one hour clock time or the actual length of the meeting (whichever is greater).

8.0411 Mandated Training

All driver re-training classes required by the Board or State shall be paid by the Board. The immediate supervisor shall inform bargaining unit members by email and by posting on the bulletin board in the bus garage of the available CDL retraining classes as soon as the class offerings are available to the District. When a bus driver needs to be recertified and the class is only available during times when he/she is scheduled to work within the District, the bus driver shall be granted professional leave. If the class is offered and available on a non-work day, he/she is required to attend on his/her own time and will not be compensated. Should classes be unavailable locally, mileage shall be paid for travel to and from classes attended outside of Trumbull County.

8.05 Cafeteria Personnel

8.051 After School Functions

When any cafeteria kitchen is being used by an outside organization or for an after school function, a cafeteria bargaining unit member must be on duty. Extra time or overtime shall be offered as needed first to cooks who hold single classification status on a district seniority rotating basis, starting with the most senior bargaining unit member within the classification as described above and continuing thereafter. Overtime shall be at time and one-half (1-1/2) for all hours worked at the employee's regular rate of pay if it is beyond the regular work day. All overtime shall be posted at least fifteen (15) days in advance.

For example: The cooks will be divided by seniority into two lists district wide. The first list will contain names of cooks who have no other bargaining unit job classification; the second list will contain the names of cooks who have dual bargaining unit job classifications. If no one on the first list is available for overtime or extra time, the overtime or extra time hours will be next offered to cooks whose names appear on the second list. When a cook has completed the overtime or extra time hours, his/her name will move to the bottom of the respective list. Rotation on the lists will be continuous and shall extend from year to year.

ARTICLE IX LEAVES

9.01 Sick Leave

- 9.011 Each member of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay each year, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. The number of sick leave days employees may accumulate shall be unlimited.
- 9.012 All employees may use sick leave, upon approval of the appropriate administrator for absence due to illness, injury, pregnancy of the employee, exposure to a contagious disease and illness or death in the immediate family.
- 9.013 Immediate family shall be defined as: husband, wife, children, brother, sister, parents, grandparents, grandchild, foster children, son and daughter in-law, parents in-law or brother and sister in-law or any person who has clearly stood in the same relationship with the bargaining unit member as any of these.
- 9.014 All employees shall be permitted to use sick leave in 1/4, 1/2, 3/4 and full day segments. Additionally, a bargaining unit member who is employed concurrently as a bus driver and a cafeteria employee may use sick leave in 1/3 day segments.
- 9.015 Employees may transfer sick leave accumulated in other Ohio public employment, only to the extent that such sick leave could be accumulated as an employee of the school district.
- 9.016 Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year to be charged against sick leave he/she subsequently earns.
- 9.017 Deduction for Unpaid Absence

Unexcused absences are not permitted. However, an employee may request leave without pay for up to five (5) days during the life of this Contract. The employee shall fill out the appropriate form and submit it directly to their supervisor, who will send it to the superintendent for approval. The superintendent shall approve the absence for up to five (5) days for the life of this agreement for the purpose of discharging an essential personal obligation which cannot be discharged at any time other than school time and which is not otherwise permissible as sick leave or professional leave. No request shall be denied because of the lack of or the inability to get a substitute.

These non-paid days shall not be used to work on another job for pay or for job actions.

These leave days should be avoided whenever possible if it causes a severe hardship to the educational program such as Mondays and Fridays and days before and after vacations.

An unexcused absence may result in disciplinary action. The amount of salary deducted from any leave without pay or any absence not authorized as sick leave, personal leave or professional leave shall be at the daily rate of the annual salary divided by the annual number of contract days.

9.02 Sick Leave Bank

9.021 Establishment

- A. Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment periods will be from August 20 through September 30 of each school year. New employees with accumulated sick leave hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.
- B. During the year, employees except those whose accumulated sick leave has been depleted, may contribute an additional day each time the catastrophic sick leave bank contains days numbering fewer than thirty (30) days upon the agreement of the Catastrophic Sick Leave Bank Committee. Sick leave days shall not be returned to the employees once contributed to the Catastrophic Sick Leave Bank.
- C. No donations may be made except as provided in this section.
- D. Bargaining unit members shall contact the Lakeview School Support Association (LSSA) who has the responsibility to enroll interested parties. The LSSA shall supply this information to the Business Office. Communication regarding the operation of the Sick Leave Bank will rest with the Sick Leave Bank Committee and the LSSA and not the Board or Business Office.
- E. The District Treasurer shall inform the LSSA of all new hires and shall provide updated lists of sick leave bank participants no later than September 30th and January 30th of each school year.

9.022 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Catastrophic Sick Leave Bank will be limited to catastrophic illness or injury which is defined as a great and sudden calamity, disaster or misfortune which totally incapacitates the bargaining unit employee from returning to his/her assigned position in the School District which creates a financial hardship because the employee has exhausted all eligible leave. In addition, use of days from the Sick Leave Bank may be used for a catastrophic illness or injury which is defined as a great and sudden calamity, disaster or misfortune to a bargaining unit member's spouse or dependent child which creates a financial hardship because the employee has exhausted all eligible leave. A doctor's statement is required in the application in order to be considered.
- C. Use of days from the Catastrophic Sick Leave Bank will be considered only after the individual has used all of his/her accumulated catastrophic sick leave days. Use of the Catastrophic Sick Leave Bank will be counted against available FMLA leave.
- D. The maximum number of days that a person may use is 50% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- E. If for any reason an employee is denied days, the Sick Leave Bank Committee will provide a written explanation to the employee. Within five (5) working days, the employee may appeal the decision to the Sick Leave Committee.

9.023 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee"

(hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

1. Superintendent or his/her designee.
 2. The Lakeview School Support Association President or his/her designee.
 3. Treasurer of the Board or his/her designee.
 4. Two bargaining unit members. These members are to be appointed by the LSSA president.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.
- D. The SBC will be responsible for developing the forms needed to operate the Bank.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.
- F. Bargaining unit members who leave the employment of the Board through retirement shall be entitled to donate up to 25% of accumulated but unused sick leave to the Sick Leave Bank upon final separation from the Board.

LAKEVIEW LOCAL SCHOOL DISTRICT

SICK LEAVE BANK

CLASSIFIED EMPLOYEES

I agree to contribute one (1) day to the Lakeview classified employees sick leave bank. Days are to be used according to the operating procedures contained in The Classified Employees' Guidelines as established between the Lakeview Board of Education and the Lakeview School Support Association.

Name

Signature

Date

LAKEVIEW LOCAL SCHOOLS

CLASSIFIED EMPLOYEES

APPLICATION TO USE DAYS FROM THE SICK LEAVE BANK

File with Committee Chairperson.

I apply to use _____ day(s) from the District Sick Leave Bank, to be used in accordance with Section 9.013, as follows:

Estimated duration of illness: _____

Explanation of Illness: _____

Employee

Date

Attached is my physician's statement regarding said illness.

TO: Treasurer/Payroll Department

The above Sick Leave Bank member has been approved by the Sick Leave Bank Committee to use _____ day(s) from the Sick Leave Bank.

The above Sick Leave Bank member has been denied by the Sick Leave Bank Committee to use _____ day(s) from the Sick Leave Bank.

Signed: _____
Committee Chairman, Sick Leave Bank Committee

Date: _____

First Copy - Treasurer
Second Copy - Sick Leave Bank Committee
Third Copy - Borrower

9.03 Assault Leave

If a member loses time because of an assault during the course of such member's employment by a student or parent he/she will not lose sick leave for a period of sixty (60) working days. His/her salary shall be guaranteed by the Board less Workers' Compensation for the period covered by Assault Leave. This provision shall be in effect only if the employee so injured presents proper written proof to the superintendent that they are under the care of a physician for such injury. If the employee is unable to return to work after this period, he/she may pursue a disability claim through Workers' Compensation or the School Employee's Retirement System (SERS).

9.04 Professional Leave

Professional leave is any absence from duty for the purpose of attending a professional meeting, workshop, or clinic, or for observing an educational program, exhibit, performance, or process, or participation in an educational study, discussion, or conference which could be expected to improve the competence of the employee in his assigned area of work, or for rendering a service to the school through application of the knowledge gained thereby. An employee may be allowed up to three (3) days professional leave in a school year.

Not more than two (2) employees shall be excused to attend the same event except that if the event is of a general educational nature, one person from each building may attend.

9.041 The expenses of the attendance of the employee at professional meetings workshops, etc. may be borne by the board of education if:

- A. The employee attends at the specific request or direction of the superintendent.
- B. The employee requests permission to attend and, in the opinion of the superintendent, attendance will significantly improve the skill of the employee in the position to which he/she currently is assigned.
- C. The employee requests permission to attend and, in the opinion of the superintendent, the knowledge acquired can and will be made available to other employees in similar positions via staff meetings, committee meetings, written reports or other practical means.

- 9.042 Under no circumstances will employee expenses be paid for attendance at:
- A. College or university classes, workshops, etc. for which college credit is given.
 - B. General employee meetings which all employees are expected to attend, such as union meetings.
 - C. Employee organization meetings whose primary purpose is discussion or action on employee benefits, such as OEA Representative Assembly.
 - D. Meetings of employee committees within our own or county system which are considered normal duty or assignments.
- 9.043 Legitimate reimbursable expenses may include part or all of the following if funds are available.
- A. Transportation at the current IRS rate (e.g. 36.5 cents) from the Home school of the employee to and from the location of the meeting.
 - B. Lodging at actual and necessary cost if the meeting requires more than one day
 - C. Meals at actual and necessary cost.
 - D. Registration fees and other fees which cover cost of attendance and/or materials and supplies.
 - E. The salary of substitutes.
- 9.044 The Board will not reimburse the employee for:
- A. Membership in a professional organization, even if it is part of a registration fee.
 - B. Per diem beyond contract salary.
 - C. Personal items and services such as laundry, entertainment, etc. The employee shall make application to the superintendent for reimbursement of expenses of attendance at professional meetings on form provided, supporting such claims whenever possible, by invoices, statements and receipts. Permission for attendance at professional meetings

must be secured from the local superintendent in advance of the meeting.

9.05 Pregnancy and Children Rearing Leave

The condition for any absence due to pregnancy shall be in writing. The employee may elect to use accumulated sick leave, and/or elect to use either Plan A or Plan B. The employee must choose either Plan A or Plan B before any pregnancy leave is taken. Any increase in leave or early return shall be considered on an individual basis.

9.051 Plan A

Employee elects to use accumulated sick leave as prescribed by physician. Employee then goes on Children Rearing Leave. Such leave shall not exceed ninety (90) school days. During this unpaid leave, The Board shall pay their agreed share of all the employee's fringe benefits except retirement.

9.052 Plan B

Employee elects to use accumulated sick leave as prescribed by her physician. Employee then goes on Children Rearing Leave that would continue for at least 185 contract days. Under this plan, the employee would return to duty at the beginning of the first grading period following the expiration of her maternity leave. The employee shall receive no compensation nor paid benefits unless using accumulated sick leave as mandated by law, however, the employee has the option of continuing her insurance coverage by paying the premium to the Board of Education. An employee on pregnancy leave shall be returned to the position held when such leave commenced, except that if the leave covers any portion of two school years, the superintendent retains the same right of reassignment that he holds over any other employee.

9.06 Military Leave

All employees shall be granted a leave of absence for military duty in accordance with the Federal and State laws.

9.07 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the difference between the amount received for jury duty and the employee's regular rate of

pay. Any meal, mileage and/or parking allowance shall not be considered in the amount received for jury duty.

9.08 Workers' Compensation

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment. The employee shall have the option to use sick leave or wage reimbursement under the Act. The Board shall pay to the employee the difference between the employee's salary and the wage reimbursement received under the Act.

9.09 Personal Leave

- 9.091 Personal leave not to exceed three (3) days annually shall be granted to members of the bargaining unit for the purpose of discharging an essential personal obligation which cannot be discharged at any time other than school time, and which is not otherwise permissible as sick leave or professional leave. Personal leave shall not be used for vacations, recreation, to work on another job for pay, to do work at home other than that of an emergency nature, job actions, or to extend holidays. Personal leave should be avoided whenever possible if it causes a severe hardship to the educational program, such as Mondays and Fridays and days before and after vacations.
- 9.092 Personal leave days shall be pro-rated for a bargaining unit member who is employed concurrently as a bus driver and a cafeteria employee. When used, personal leave days shall be allocated in the following manner:
- A. Two (2) full days for the bus driver classification, and
 - B. One (1) full day for the cafeteria classification/aide.
- 9.093 An application to the administration for personal leave shall be made at least one week in advance whenever possible except in the case of emergencies. A form for filing such an application shall be provided by the administration. The form shall require that the member sign a certificate that the leave will be used in accordance with this policy.
- 9.094 Personal leave used in accordance with this policy shall not result in a deduction in pay for the employee.
- 9.095 Any violation of this procedure may be considered grounds for disciplinary action including termination.

9.096 Such unused personal leave days shall be accumulated to thirty (30) days for severance pay as authorized by Article XII, Section 12.07.

9.097 If a personal leave day is requested in May, a reason must be given.

9.10 Association Leave

9.101 Meetings

A. The Association will be granted leave for representatives to attend Association meetings (i.e. national, state, district).

B. The Superintendent is authorized to excuse from duty at no loss of pay two (2) school employee representatives for a maximum of two (2) meetings per year for Association business. The number of persons granted leave shall be limited to two (2). The number of days leave permitted each person shall be limited to two (2) days.

C. The Association president will notify the superintendent at least five (5) days in advance of the individuals who have been selected to attend such meetings.

D. Additional days may be granted by the Superintendent.

9.11 Authorized Unpaid Leave of Absence

9.111 Unpaid leaves of absence may be authorized only by the board upon recommendations of the superintendent and only as approved by these rules and regulations within the provisions of this Agreement and the Ohio Revised Code governing such leaves.

9.112 The employee shall pay the required contributions toward the cost of benefit coverage. Said employee shall make payments on an initial lump sum or on a month to month basis at his/her option.

9.113 An employee's contract will be considered terminated if he/she does not report for duty following expiration of his/her leave of absence; a failure to comply with provisions of his/her leave.

9.114 A person hired as a leave replacement shall be laid off and shall not have rights under the RIF provision.

9.12 Bargaining unit members are entitled to Family Medical Leave in accordance with the Federal statute. The rights and obligations of the parties will be governed by the Federal statute, except for Maternity Leave and Adoption

Leave in Section 9.05 of this Agreement. The number of leave days outlined in Section 9.05, Pregnancy and Child Rearing Leave shall be the maximum number of days permitted and shall not be added to the twelve weeks provided by the Family Medical Leave Act.

9.13 An attendance incentive will be paid to the employee when the attendance percentage of that employee is at least 100%. Sick leave absence due to a death in the family per Section 9.012 will not count against the attendance percentage total. Amounts are as follows:

- Employees working 30 hours or more will receive \$200/school year.
- Employees working less than 30 hours will receive \$150/school year.
- Payment will be made to each employee on the second payroll date in July.

ARTICLE X PAID HOLIDAYS

10.01 All classified employees shall be granted the following paid holidays:

10.011 Nine and ten month employees:

Labor Day	New Years Day
Thanksgiving Day	Martin Luther King Day
The Day after Thanksgiving	Good Friday
December 24th	Memorial Day
Christmas Day	

10.012 Twelve month employees:

Labor Day	New Years Day
Thanksgiving Day	Martin Luther King Day
The Day after Thanksgiving Day	President's Day
December 24th	Good Friday
Christmas Day	Day After Easter
December 31 st	Memorial Day
	Independence Day

10.02 Should any of the designated holidays specified in Section 10.01 fall on a Saturday, it shall be celebrated on the preceding Friday. Those holidays which fall on a Sunday, shall be celebrated on the following Monday. In the event that either Friday or Monday is also a holiday, the holiday status will be designated to the non-holiday Friday or Monday.

10.03 When any employee is required to work on any of the above paid holidays, he/she shall be paid at time and one-half (1 ½) his/her regular rate of pay for all hours worked in addition to the holiday pay. TO CLARIFY: Custodian A is not scheduled to and does not work on Christmas Day (a paid holiday). In his/her

pay check, eight (8) hours are paid on the custodian's appropriate pay schedule for that day. Over the holiday break the water pipes freeze, and the supervisor requests that Custodian A work eight (8) hours on New Year's Day, a paid holiday. Custodian A agrees to work eight (8) hours on New Year's Day. In his/her pay, Custodian A receives eight (8) hours of pay for the paid holiday, New Year's Day, and then receives 1 and ½ times his/her normal rate of pay for actually working on New Year's Day (8 + 4). So, for working on New Year's Day the compensation for Custodian A will reflect twenty (20) hours of pay.

ARTICLE XI PAID VACATIONS

11.01 Employees engaged for twelve (12) months employment shall be eligible for paid vacations in the following:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
1-5	10
6-11	15
12 and above	20

11.02 Eligibility for vacation shall be determined on the anniversary date of employment and may be taken at a time approved by the superintendent.

11.03 An employee who may be hospitalized or may have a death in the family while on vacation may request sick leave time and be eligible to take the rest of their vacation at a later time.

11.04 In an office or department where more than one (1) employee is working, the employee with the most seniority shall have first choice for vacation scheduling.

11.05 In the case of the death of a classified employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid (in accordance to Section 2113.04 ORC) to his/her estate.

11.06 Upon prior approval of the superintendent a member of the bargaining unit shall be permitted to carry over vacation from one year to the next not to exceed ten (10) days.

11.07 Payment in lieu of vacation will be paid at the employee's current rate of pay, at a maximum of five (5) days per school year. The employee must notify the treasurer in writing no later than June 30 if he/she is going to request payment in lieu of vacation.

ARTICLE XII FRINGE BENEFITS

12.01 Life Insurance

The Board of Education shall provide a 100% Board paid life insurance policy for all employees in the amount of \$50,000.00. The employee shall have the option to buy additional life insurance of \$10,000 increments at the group rate at the employee's expense.

12.02 Hospitalization/Major Medical Insurance

The Board and the Association agree that employee contributions contained in Article XII of the Collective Bargaining Agreement shall remain in full force and effect from June 15, 2014 through June 14, 2016.

As of July 1, 2008, all classified employees of the Lakeview Schools eligible for coverage as set forth below, will only have one of the following three (3) choices of hospitalization/major medical and prescription drug plans according to the level of benefits for which they are eligible; all percentage of employee contributions will remain as outlined below in Section 12.021 through Section 12.05.

Any bargaining unit member hired prior to July 1, 2008 may select the PPO plan of her/his choice.

Any bargaining unit member hired after July 1, 2008 may select either the PPO #2 plan or the PPO #3 plan.

12.021 Board paid hospitalization/major medical insurance rates of 90% of the current monthly rate for full time employees thirty (30) hours or more. The 10% contribution shall not exceed \$150.00 for the family per month plan and \$50.00 for the single plan.

12.022 Board paid hospitalization/major medical rates of 70% of the current monthly rate for employees contracted at least twenty (20) hours or more per week.

Part-time (70-30) bargaining unit member's contribution shall not exceed \$450.00 for the family plan and \$170.00 for the single plan. Part-time (50-50) bargaining unit member's contribution shall not exceed \$750.00 per month for the family plan and \$284.00 per month for the single plan.

12.03 Dental Insurance

- 12.031 Board paid dental insurance rates of 90% of the current monthly rate for full time employees working thirty (30) hours or more per week.
- 12.032 Board paid dental insurance rates of 70% of the current monthly rate for employees contracted to work at least twenty (20) hours or more per week.

12.04 Prescription Insurance

- 12.041 Board paid prescription insurance rates of 90% of the current monthly rate for full time employees working thirty (30) hours or more per week. The prescription drug card will have a deductible in accordance with the One-Plan option.
- 12.042 Board paid prescription insurance rates of 70% of the current monthly rate for employees contracted to work at least twenty (20) hours or more per week. The prescription drug card will have a deductible in accordance with the One-Plan option.

12.05 Vision Care

- 12.051 Board paid vision care rates of 90% of the current monthly rate for full time employees working thirty (30) hours or more per week.
- 12.052 Board paid vision care rates of 70% of the current monthly rate for full time employees contracted to work at least twenty (20) hours or more per week.

12.06 Duplicate Coverage of Benefits

The Lakeview Board of Education believes that its employees should be covered by adequate insurance benefits. It does not believe that employees should be covered by the Lakeview plan and by another plan through the spouse's place of employment which duplicates the coverage of our plan. Duplicate coverage by both husband and wife is of great financial benefit to the insurance companies because they collect two premiums and protect themselves through a "coordination of benefits clause" that will not permit two companies to make payment for the same claim. The increased cost to the Board simply means that the amount of funds available for other salary or benefit increases is reduced or eliminated. Thus, it is the employee and the students who bear the burden of this waste of taxpayers' funds. Lakeview employees are not to seek coverages that would result in duplicate coverage.

12.07 Severance Pay

The Lakeview Board of Education shall provide severance pay to all qualified employees who retire from Lakeview Schools. Such severance pay shall be paid under provisions of Sections 124.38,124.39 and 3319.11 ORC.

12.071 Eligibility

To receive severance pay an employee must:

- A. have been employed for ten (10) years by the Lakeview Local School District:
- B. submit a letter of resignation and provide evidence of acceptance into the retirement system by notification from the retirement system of the employee's retirement;
- C. If an employee meets the eligibility set forth in (A) and (B) but dies prior to actually receiving their severance check, it shall be paid in accordance with the designation made by the employee prior to his/her death, or in the event that the employee has not designated a beneficiary of the severance pay, to his/her estate.

12.072 Payment

- A. The severance pay shall be granted at the final year per diem rate of said retiring individual as follows. For the first five (5) days of unused accrued sick leave or converted personal leave at 100% (5 days) plus 25% of the remaining unused accrued sick leave and converted personal leave of the employee not to exceed an additional 320 days (80 days) for a maximum of 85 days.
- B. Payment shall be made within sixty (60) days of retirement.
- C. All salaries from which retirement contributions were deducted will be used to determine per diem rate.
- D. Severance pay shall be paid only once to those employees retiring from the Lakeview Local Schools.

ARTICLE XIII SALARY AND SALARY ADJUSTMENTS

Salary Schedules – See attached Appendix B

13.01 There shall be a Salary Increase of .75% for the 2014-2015 school year and a Salary Increase of .75% for the 2015-2016 school year. Additionally, a step will be added to each classification category.

13.02 Payment of Salary

Salaries shall be paid in twenty-four (24) equal gross pay installments. Salary payments will be made twice monthly. Payments will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the working day nearest to the tenth (10th) and the twenty-fifth (25th) day of each month. (Note: Salary schedules are based on 180 state-required student days and 4 in-service/clerical days.)

All bargaining unit members shall have their paycheck placed into direct deposit at a financial institution of their choosing.

In the event the scheduled pay day falls on a day on which banks are closed, pay will be deposited on the last business day prior to the scheduled pay date.

13.03 Calamity Day Pay

When all schools are closed for an entire day because of a public calamity or a national day of mourning, no classified employee shall be required to work, except in an emergency, and shall be paid regular wages for the day. Any employee required to work shall be paid for the hours worked in addition to regular pay for the day. If the Board fails to make reasonable efforts to notify the employee of the school closing and an employee reports to work, the employee shall be paid a minimum of two (2) hours or the number of hours actually worked, whichever is higher. Such employee may be required to perform service for the district during the minimum hours.

In the event that the Board of Education is required to make up calamity days beyond the five permitted by State statute, the Board of Education is not required to pay those employees working the makeup day(s).

13.04 The anniversary date for salary schedule increments shall be July 1. Service of one hundred eighty (180) work days or more for the twelve (12) month employees and one hundred twenty (120) work days or more for nine (9) month employees shall be considered one (1) year of service for salary purposes.

13.05 Longevity

13.051 Ten (10) Years of Service

A. Longevity payments shall be granted to employees who have completed ten (10) years of continuous service with the Board and shall be as follows:

30 hours per week or more	\$450
20-29 hours per week	\$325
10-19 hours per week	\$250

B. Such longevity payments shall be paid in one lump sum on the anniversary date (hire date) of attainment of ten (10) years of service.

13.052 Eighteen (18) Years of Service

A. Longevity payments shall be granted to employees who have completed eighteen (18) years of continuous service with the Board and shall be as follows:

30 hours per week or more	\$500
20-29 hours per week	\$350
10-19 hours per week	\$300

B. Such longevity payments shall be paid in one lump sum on the anniversary date (hire date) of attainment of eighteen (18) years of service.

13.053 Twenty-Four (24) Years of Service

A. Longevity payments shall be granted to employees who have completed twenty-four (24) years of continuous service with the Board and shall be as follows:

30 hours per week or more	\$600
20-29 hours per week	\$500
10-19 hours per week	\$400

B. Such longevity payments shall be in one lump sum on the anniversary date (hire date) of attainment of twenty-four (24) years of service.

13.06 Retirement Incentive Bonus

13.061 This bonus will be paid in addition to other retirement benefits such as cash payments for unused sick leave pay and severance pay. A bargaining unit member who is eligible to retire in the first year of this contract (2014-2015) under a qualifying retirement system shall receive a Retirement Incentive Bonus of \$15,000 provided he/she meets the qualifications of Section 13.063 below.

13.062 Thereafter, a bargaining unit member is eligible for this Retirement Incentive Bonus only in the first year the bargaining unit member first becomes eligible to retire. (There will be no Retirement Incentive Bonus provided for those bargaining unit members who were eligible to retire at the end of the 2014-2015 school year, but failed to retire.)

13.063 Qualifications

- A. Must have at least 30 years' experience with the State Employees Retirement System or in a comparable retirement system. Any person eligible who does not elect to retire as set forth in Section 13.061 or Section 3.062 above, forfeits entitlement to any retirement incentive bonus during the term of this agreement.
- B. Must resign by April 1, with an effective retirement date not later than the last day of the current school year. The written notice of retirement submitted in accordance with this provision is irrevocable.
- C. Limit 20% of bargaining unit employees during each year of this contract.
- D. A Retirement Incentive Bonus will be paid to the bargaining unit member thirty (30) days after the Treasurer receives a copy of the bargaining unit member's first SERS check. Severance pay and retirement bonus will be placed in the mutually agreed upon 403(b).

13.07 High Classification Pay

When a regular employee temporarily replaces an employee who has a higher wage classification, such regular employee shall receive after four (4) consecutive days of service in the higher classification, the rate of pay of the higher classification based on the replacement employee's service credit until such time as the regular employee returns. The new rate shall be retroactive

back to the first day of the temporary replacement if the employee works more than four (4) consecutive days in the higher classification.

13.08 Travel Allowance

Any unit member required to use their vehicle for Board business shall be reimbursed at the current IRS rate.

13.09 The following rates will be paid to those classified employees who are required to travel as part of their duties:

- 75 cents per trip between Lakeview Elementary, Middle School, Cortland Bank, and the High School
- 35 cents per trip between the Middle School and the High School
- \$1.65 per trip between Lakeview Elementary and the High School, Lakeview Elementary and the Middle School

13.10 Classified employees shall be paid a clothing allowance by November 15th in a separate check as follows:

2014-2015	\$250.00
2015-2016	\$250.00

ARTICLE XIV RIGHTS OF THE ASSOCIATION

14.01 The Association, or any committee thereof, shall be authorized to use the interschool mail.

14.02 The Association, or any committee thereof, may use school facilities and such equipment as may be authorized by the Superintendent or building principal. The usual and necessary cost for the use of the equipment and supplies shall be paid by the Association. The use of such facilities and/or equipment shall not interfere with the primary purpose thereof.

14.03 A building principal or appropriate administrator shall designate a bulletin board or portion thereof in each building for the use of the Association. The bulletin boards shall, where possible, be located in areas readily accessible to and normally frequented by the employees. All materials posted thereon shall identify the person, committee or organization causing the material to be so posted.

14.04 The Board agrees to notify the Association with notice of all regular or special board meetings. The LSSA President shall receive a copy of the agenda and

Board exhibits at the same time as issued to the Board of Education, in advance of the meeting. Such agendas shall be provided at no cost to the Association.

- 14.05 The Board agrees to provide the Association with copies of the approved board minutes following each board meeting at no cost to the Association upon request.
- 14.06 The Board shall provide one (1) copy of the Board Policy Book to the Association. The board shall also provide all changes to the policy book in order that they may be kept current.
- 14.07 Upon prior approval of the superintendent or administrator, employees shall be granted release time to attend union meetings, once per month, should such meeting fall within the employee's regular work shift, such employee shall clock in and out and shall complete the full duty hours required of his/her shift.
- 14.08 Release time shall be granted to the Association president and/or grievance representatives to appear on work sites during working hours as union representatives provided such representation cannot be made at times other than the member's regular duty day.
- 14.09 Superintendent's Advisory Council

In an effort to solve problems before they become formal grievances, the president of the Association or his/her designee may petition to meet with the Superintendent's Advisory Council.

14.10 General Representative Assembly

The local superintendent is authorized to excuse from duty, at no loss of pay, two school employee representatives desiring to attend the annual Ohio Education Association Representative Assembly held in December and May.

ARTICLE XV INDIVIDUAL RIGHTS

15.01 Management Rights

The Board reserves unto itself all rights, privileges and authorities as granted by law except as may be restricted by Section 4117.08 (C) of the Revised Code or by the express terms and conditions of this Agreement.

15.02 Personnel Files

15.021 Personnel records shall be filed in the confidential files at the administration building. During regular business hours, each employee shall have the right to review the contents of his/her own

personnel file. An appointment must be made with the Superintendent's secretary 24 hours in advance. A representative of the Association may, at the employee's request, accompany the employee in such review. The review shall be made in the presence of the superintendent or his/her designee.

- 15.022 Any employee can request to see and will be permitted to examine his personnel file, so long as the employee does not remove any article from the file. An employee may receive at the customary cost, copies of any information in these personnel files except as limited herein.
- 15.023 Privileged information such as confidential credentials and related personal reference normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to a review of the file by the employee.
- 15.024 Communications including evaluations, reprimands, recommendations and derogatory materials which are included in the personnel file shall be called to the employee's attention at the time of inclusion. Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality except as excluded above (i.e. confidential credentials and related personnel references). The employee shall acknowledge that he has read the material by affixing his signature and the date to the filed copy. His/her signature shall not indicate agreement with the content of the materials but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement attached to the file copy.

The employee shall have the right to dispute the accuracy, relevance, completeness, or timeliness of the information contained in his/her file. Upon written request to the board, the board must make an immediate investigation as to the appropriateness of the disputed information and immediately notify the employee of the results of the investigation and the action to be taken. If the employee is not satisfied with the results of the investigation, nothing herein shall abridge the employee's right to file a grievance, at level III as set forth in the Grievance Procedure.

- 15.025 Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record unless and/or until the author of such letter or material can be reasonably identified. Any materials placed in the employee's file shall carry the date of enclosure and initials of the superintendent or his/her designee.

- 15.026 Information pertaining to grievances shall not be placed in an employee's personnel file except as may be necessary to implement an arbitrator's award.
- 15.027 Letters of reprimand, suspension, disciplinary actions and derogatory materials shall not be used for disciplinary actions, including termination for cause after twenty-four (24) months provided, however, such documents may be maintained for a period of sixty (60) months for the purpose of establishing a past practice or continuation of such conduct.
- 15.028 Scheduled leave forms shall be kept on file in the treasurer's office.
- 15.029 Personnel Files shall be open for Inspection
- A. An employee's personnel file shall be available to the employee at his/her request, except for pre-employment recommendations.
 - 1. Each employee shall have the opportunity, upon request and within 24 hours, to review the contents of his/her personnel file. Upon the request of the staff member, an Association representative may accompany the member.
 - B. Employee personnel files shall be open to the public.
 - 1. The Board will notify the employee of any request to review his/her file.
 - 2. Representatives of the Association shall be permitted to review an employee's personnel file as part of contract enforcement. Copies shall be provided upon request.
 - C. Contents of the File
 - 1. The employee will be given a copy of all documents relating to discipline that are placed in his/her personnel file.
 - 2. Anonymous letters shall not be placed in the personnel file.
 - 3. Any corrections or rebuttal by employee or administrator shall be included in the personnel file.

15.03 Employee Evaluations

- 15.031 All employees shall have the opportunity to review any and all written evaluations regarding their work. The employee shall acknowledge that he/she has read the evaluation by their signature on the copy to be filed and a copy shall be given to the employee. Such signature shall not indicate agreement or disagreement with the evaluation.
- 15.032 The employee shall be given the opportunity to make any comment regarding the evaluation on the form or by letter which will be attached to the evaluation.
- 15.033 If an appropriate administrator/supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set in writing within a reasonable time after the deficiencies are noted.
- 15.034 The employee and the appropriate administrator/supervisor will mutually devise a remedial program to attempt to correct area(s) of noted deficiencies or unacceptable work as indicated by the evaluation.

15.04 Disciplinary Procedures

The Lakeview Board of Education believes that the primary purpose of an employee corrective discipline program is to promote and maintain acceptable behavior on the part of all staff members with the ultimate goal being the best possible working and learning environment for students.

- 15.041 Any decision to discipline, reduce in rank or compensation, terminate, demote, suspend, or deprive any bargaining unit member of a professional advantage must be based on reasonable grounds and be based on fair, honest cause, regulated by good faith and in compliance with applicable provisions of this contract.

Fair honest cause shall include continued violations of written rules and regulations as set forth by the Board, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance.

- 15.042 The Board agrees that the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty. Progressive discipline shall take into account the nature of the violation and the employee's work record and does not preclude the repeating or skipping of steps if warranted by the nature of the infraction.

15.043 Disciplinary actions shall be defined as warnings; reprimands (written or oral); suspensions (with or without pay); and discharge. Members of the bargaining unit shall be subject to disciplinary action under the following procedures:

1st level: Verbal reprimand by the employee's immediate Supervisor. A record of this reprimand will be placed in the employee's personnel file and retained for not more than one year if no further infraction occurs.

2nd level: Written reprimand by the employee's immediate Supervisor. The employee shall receive a copy of the written reprimand and, upon request, a meeting with his/her immediate Supervisor will be held to discuss the problem.

3rd level: Suspension, with or without pay, up to three days. An employee who continues the behavior(s) necessitating the use of this procedure may, after the third occurrence, be suspended for up to three work days with or without pay. The employee shall also receive a written warning that the commission of another infraction may result in the employee's discharge. Upon the employee's return from suspension, a meeting will be held.

4th level: Termination of employment. An employee who continues the behavior(s) necessitating the use of this procedure may be terminated.

15.044 Disciplinary interviews and reprimands shall be made in private. For all disciplinary hearings or actions an affected bargaining unit member may, if he/she deems it necessary, request the presence of a representative, and when such request is made, the hearing or action shall not proceed until the bargaining unit member has been given a reasonable period of time to secure representation.

15.045 Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding, and correcting shall be termed casual and shall not require the presence of a representative.

If a bargaining unit member believes such communication is becoming disciplinary in nature, the bargaining unit member has the right to ask that a union representative be present.

- 15.046 Any employee receiving a written reprimand or notice that is of disciplinary nature shall be given a copy of said reprimand or notice. The employee will also be asked to sign the document to acknowledge that he or she has seen it. The employee's signature shall not mean that he or she necessarily agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document and placed in the file. A bargaining unit member who is disciplined must be disciplined within ten (10) scheduled work days of the time from the dates in which the events occur.
- 15.047 Prior to the suspension or discharge of a bargaining unit member, the bargaining unit member shall receive prior notice of the possible action, with such notice containing reason or reasons for the action. Prior to the suspension or discharge, said bargaining unit member shall be entitled to a hearing before the Superintendent, with union representation, for the purpose of discussing the reasons and permitting the bargaining unit member to offer defense in his/her behalf.

15.05 Alcohol and/or Drugs

- 15.051 Should the administration assert their cause to believe that an employee is under the influence of alcohol and/or drugs or has used such substances on school property, that employee may be directed by the superintendent or designee to undergo immediate medical testing by a board selected certified laboratory at board cost. Any employee who refuses to submit to medical testing under these conditions will be subject to the discipline procedure under the terms of this Agreement. The basis for the superintendent or designee's direction that the employee undergo medical testing will be reduced to writing and provided to the employee no later than seventy-two (72) hours after the direction given.
- 15.052 If the medical testing shows the presence of an illegal amount of alcohol, an illegal drug or mood altering legal drug, the employee may request a confirmation test to be accomplished within forty-eight (48) hours of receipt of the results of the first test at the board's cost, at a certified laboratory of the employee and the Association's choice, to insure the accuracy of the test results. If the confirmation results are positive, the employee shall be eligible to use sick leave or unpaid medical leave to attend a rehabilitation program. Fringe benefits, with the employee paying the premium, shall continue if the employee is on unpaid medical leave. The employee will also be obligated to participate in an Association/Management approved employee assistance program for a maximum of one (1) year period from the date of the initial incident. The employee will be subject to disciplinary

action if the program is not completed, or the goal of the program is not met.

During the period of involvement with the program, no documents or material related to this program shall be used against the employee and shall remain confidential.

- 15.053 All random drug testing required by the Board of Education shall be paid in full by the Board of Education.

ARTICLE XVI GENERAL PROVISIONS

- 16.01 The Board agrees, for the duration of the Agreement, that it will enter into no agreements with private contractors to provide services when such services fall within the job classification of any employee without first giving the Association the opportunity to discuss the proposed contract with the Board.

16.02 Federal/State Programs and Student Employment

The board shall not employ any students under any secondary school or college work study program or any State or Federally funded work experience program in any position that would displace a member of the bargaining unit.

16.03 Job Descriptions

- 16.031 The Association shall be furnished a copy of the job description of each classification covered under the terms of the contract.
- 16.032 Prior to any changes in any job description covered under the contract, the Association shall be notified of such anticipated change. A meeting date shall be established to discuss such anticipated change.
- 16.033 Any newly created position, whose job description would fall within the duties of any classification covered under the terms of the contract, shall be established through meetings and Association input will be considered in the development of job description and salary schedule.
- 16.034 All newly hired employees shall be furnished a copy of their job description upon hiring, all other employees shall receive a copy of their job description upon request.

ARTICLE XVII REDUCTION IN FORCE

When the Board of Education determines upon recommendation of the superintendent that it is necessary to reduce the number of classified staff positions, the following procedure shall apply:

17.01 The number of people affected by reduction in the force will be kept to a minimum insofar as practical by permitting affected employees to bid for any vacancies that occur in other positions for which they are qualified, if an opening exists.

17.011 Prior to the board instituting such reduction, the administration and the Association shall meet to discuss such reductions.

17.02 District Seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit position and determined by the original date of hire as a regular employee. Classification Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in their present classification.

Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:

17.021 Seniority will be applied as follows:

- A. All classified employees shall be placed on a seniority list within their classification. These seniority lists shall govern matters of retention, suspension or recall.
- B. District Seniority and Classification shall include military experience while employed by the Lakeview Board of Education for the total number of seniority years.
- C. When it becomes necessary to reduce employees, affected bargaining unit members shall be reduced first according to seniority within the classification affected by the reduction in force, with the least senior employee laid off or reduced first.
- D. When, upon recommendation of the Superintendent, it becomes necessary to reduce employees, bargaining unit members affected by a reduction in force will be granted bumping status on the basis of qualified classification seniority. A bargaining unit member is considered to be qualified within a classification if he/she holds proper credentials (if applicable), and if, during time spent as an actual bargaining unit member, he/she had been assigned in the past to that classification. (This does not include summer supplemental workers or time spent under a substitute contract.)

- E. Affected bargaining unit members with dual classification status who are subject to reduction in force shall have bumping rights into the other classification.
- F. Bargaining unit members who are on the recall list shall be given preference for filling seasonal and provisional contracts prior to posting seasonal and provisional contracts.
- G. Classifications groupings shall be identified as follows:
 - Bus Drivers and Bus Mechanics
 - Head Cook
 - Cooks
 - Cafeteria Aides
 - Head Custodian
 - Maintenance Workers
 - Custodians
 - Educational Aide/Mail Courier, Classroom Aide (RN/LPN), and Classroom Teacher Aide
 - Clinician
 - Library Assistant

17.022 Highest priority is a continuing contract.

- A. If both have continuing contracts, the number of continuous years in a classification at Lakeview is the determining factor.
- B. The next priority is the date hired by the board as a regular employee or as a substitute.
- C. The next priority is the date signed by the employee.

17.023 The next priority is the limited contract.

- A. If both have limited contracts, the number of continuous years in a classification at Lakeview is the determining factor.
- B. The next priority is the date hired by the Board of Education as a regular employee or as substitute.
- C. Next priority is the date signed by the employee.

17.03 Notice of Layoff

Each employee to be laid off shall be given a ten (10) day advance written notice of the layoff, with a statement advising the employee of their recall rights.

17.04 Recall Rights

Any employee laid off shall retain recall rights for a period of twenty- four (24) months during which time the board shall not hire any new employee in the laid off persons classification until all employees in that classification have been offered an opportunity to be reinstated.

Reinstatement from the recall list shall be in the same job classification and hours previously held prior to layoff. If reinstated during this period, the employee shall retain all previously accumulated seniority, all rights related to salary and fringe benefits.

17.05 Upon recall an employee shall be given notice by certified mail. The employee shall notify the board within five (5) days from the date of receipt of the notice whether he/she will return. An employee who fails to return shall have his/her name removed from the recall list.

17.06 These reduction in force, layoff and recall Sections 17.01-17.05 supersede the employee's statutory rights.

ARTICLE XVIII EFFECTS OF THE AGREEMENT

18.01 Length of the Agreement

The terms of this Agreement shall be from June 15, 2014, until Midnight, June 14, 2016.

18.02 This contract constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous understandings, either written or oral, not specifically incorporated herein. No changes in a specific term of this contract shall be made during the life of the contract except by mutual agreement. Neither party shall have the duty to negotiate with respect to any matter during the term of this contract.

18.03 Severability

If any provision of this contract is in conflict with any statute, regulation or court decision of the State of Ohio or the federal government to the extent that such conflict exists and such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

18.04 Distribution

Within sixty (60) days after this contract is signed, copies of this contract shall be typed, reproduced and distributed to all classified employees, non-certificated

employees, administrators and board members. Simultaneously, the Lakeview School Support Association shall receive an additional forty (40) copies of the contract. The cost of reproduction and distribution shall be paid by the Board.

18.05 No Strike Clause

Neither the Association or its agents or any bargaining unit member shall strike during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with Chapter 4117 O.R.C. Further, bargaining unit members found to be in violation of the above may be subject to immediate disciplinary action by the Board, including termination.

18.06 Should there be a conflict between any provision of this Agreement and any board policy or practice, then this Agreement shall prevail.

The parties to this Contract, signed this date, _____, as witnessed below.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

Paul R. Chen
President

Beth Harris
President

Melinda K. Rausch
Negotiating Team Member

Robert W. Son
Superintendent

Cynthia Williams
Negotiating Team Member

Ann Miller
Treasurer

Christa Fawcett
Negotiating Team Member

Jeff Ross
Negotiating Team Member

Steve Swegen
Negotiating Team Member

Sheila A. Ford
OEA Staff Representative

APPENDIX A

GRIEVANCE REPORT FORM
LAKEVIEW LOCAL SCHOOLS

Grievance # _____

Form A

A. Date cause of Grievance Occurred _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition by Immediate Supervisor _____

Signature

Date

APPENDIX A-2

GRIEVANCE REPORT FORM
LAKEVIEW LOCAL SCHOOLS

Grievance# _____

Form B

A. Position of Grievant and /or Association

Signature

Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

Signature

Date

**APPENDIX B
SALARY SCHEDULE
LAKEVIEW CLASSIFIED PERSONNEL**

CLASSIFICATION	Years of Experience	2014 - 2015 .75% Increase	2015-2016 .75% Increase
Cafeteria Head Cooks	0	\$13.01	\$13.10
	1	\$13.40	\$13.50
	2	\$14.31	\$14.41
	3	\$14.75	\$14.87
Cooks	0	\$11.19	\$11.28
	1	\$11.35	\$11.44
	2 or 3	\$11.71	\$11.79
	4 or 5	\$12.13	\$12.22
	6	\$12.69	\$12.79
	7	\$13.28	\$13.37
	Cooks also in Bus Driver Classification	0	\$11.19
1		\$11.35	\$11.44
2 or 3		\$11.71	\$11.79
4 or 5		\$12.13	\$12.22
6		\$12.69	\$12.79
Cafeteria Aide also in Bus Driver Classification		0	\$10.95
	1	\$11.30	\$11.39
	2	\$11.67	\$11.75
	3	\$12.05	\$12.14
	4	\$12.28	\$12.37
	5	\$12.75	\$12.85
	6	\$12.89	\$12.98

CLASSIFICATION	Years of Experience	2014 - 2015 .75% Increase	2015-2016 .75% Increase
Custodial/Maint	1	\$15.77	\$15.89
Head Custodian	2	\$16.03	\$16.15
Maintenance Empl	3	\$16.23	\$16.35
	4	\$16.78	\$16.91
	5	\$17.05	\$17.18
Custodian	0	\$14.12	\$14.22
	1	\$14.24	\$14.34
	2	\$14.59	\$14.70
	3	\$14.81	\$14.92
	4	\$15.00	\$15.11
	5	\$15.23	\$15.35
	6	\$15.52	\$15.63
	7	\$15.70	\$15.83
Sub Custodian		\$10.51	\$10.59
Sub Maint Empl		\$10.51	\$10.59
Summer Maint Empl		\$10.51	\$10.59
Transportation	0	\$16.08	\$16.20
Regular and Kind.	1	\$16.48	\$16.61
Driver	2	\$16.89	\$17.02
	3	\$17.35	\$17.48
Mechanic Driver		\$14.81	\$14.92
Bus Assistants		\$10.43	\$10.51
Bus Mechanic	0 or 1	\$15.63	\$15.74
	2 or 3	\$15.93	\$16.05
	4 or 5	\$16.27	\$16.39
	6 or 7	\$16.39	\$16.51
	8 or 9	\$16.57	\$16.69

CLASSIFICATION	Years of Experience	2014 - 2015 .75% Increase	2015-2016 .75% Increase
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Asst. Bus Mechanic	0 or 1	\$15.00	\$15.11
	2 or 3	\$15.44	\$15.56
	4 or 5	\$15.82	\$15.94
	6 or 7	\$16.09	\$16.21
	8 or 9	\$16.25	\$16.37

Chief Bus Mechanic	0 or 1	\$16.57	\$16.70
	2 or 3	\$17.00	\$17.12
	4 or 5	\$17.25	\$17.38
	6 or 7	\$17.51	\$17.64
	8 or 9	\$17.68	\$17.82

Classroom Aide	0	\$12.37	\$12.46
	1	\$12.77	\$12.86
	2	\$13.07	\$13.17
	3	\$13.45	\$13.55
	4	\$13.84	\$13.95
	5	\$14.26	\$14.36
	6	\$14.69	\$14.80
	7	\$15.09	\$15.21

Clinician	0	\$13.62	\$13.72
	1	\$14.04	\$14.15
	2	\$14.38	\$14.48
	3	\$14.80	\$14.91
	4	\$15.23	\$15.35
	5	\$15.70	\$15.81
	6	\$16.17	\$16.29
	7	\$16.56	\$16.68

CLASSIFICATION	Years of Experience	2014 - 2015 .75% Proposed Inc.	2015-2016 .75% Proposed Inc.
Educational Aide	0	\$10.95	\$11.03
Classroom Teacher	1	\$11.30	\$11.39
Aide	2	\$11.66	\$11.74
(9 Month)	3	\$12.05	\$12.14
	4	\$12.28	\$12.37
	5	\$12.75	\$12.85
	6	\$12.89	\$12.98
	7	\$13.32	\$13.42
Library Assistant	0	\$11.96	\$12.05
	1	\$12.30	\$12.39
	2	\$12.65	\$12.75
	3	\$12.97	\$13.06
	4	\$13.36	\$13.46
	5	\$13.67	\$13.77
	6	\$14.06	\$14.17
	7	\$14.44	\$14.55