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NEGOTIATED AGREEMENT

between the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 134

and the

LAKEWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION

September 1, 2014 through August 31, 2018

AGREEMENT

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 134
AND THE
LAKEWOOD BOARD OF EDUCATION

September 1, 2014 through August 31, 2018

This Agreement between the Ohio Association of Public School Employees, Local 134 and the Lakewood Board of Education shall be effective beginning September 1, 2014 and will terminate August 31, 2018. The Agreement is subject to ratification by the Association and approval of the Board.

Linda Beebe
Linda Beebe — Date
Board President

Peter Radeff — 8-22-14
Peter Radeff — Date
President, OAPSE 134

August 4, 2014
Date Approved

7/23/14
Date Ratified

Board Resolution No. #171/14

Board Bargaining Team

Dr. Bill Wagner
Mr. Jim Reitenbach
Mr. Kent Zeman

OAPSE 134 Bargaining Team

Mr. Peter Radeff
Mr. Troy Brookover
Mrs. Linda Lavelle
Mrs. Andrea Tax
Mrs. Sara Boggs
Mr. Ernest Gregory
Ms. Rachel Jordan McElfresh
Mr. Bill Podisek

OAPSE 134
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ARTICLE 1 – CONTRACT

1.1 Contract Duration

This Agreement between the Ohio Association of Public School Employees, American Federation of State, County, and Municipal Employees/American Federation of Labor-Congress of Industrial Organizations (OAPSE/AFSCME/AFL-CIO) on behalf of Local 134 (hereinafter referred to as the "Union") and the Lakewood Board of Education (hereinafter referred to as the "Board") is effective beginning September 1, 2014 and will terminate at midnight on August 31, 2018.

1.2 Waiver of Bargaining

It is agreed that during the negotiations leading to the execution of this Agreement, the Union had a full opportunity to submit all items appropriate to collective bargaining; that the Union expressly waives the right to submit any additional items for negotiations during the term of this Agreement, whether or not the item was discussed or proposed during the course of negotiations leading to the execution of this Agreement; and that this Agreement represents the sole extent of the Board's obligation to the Union, incorporating the parties' full and complete understanding, superseding and invalidating all previous commitments, agreements, or settlements of any kind, oral or written, existing conditions, and all prior employee and union rights and benefits not specifically incorporated herein.

1.3 Contrary to Law

The Board of Education and the Union agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.01(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

1.4 Mandated Increase

If any salary increase is mandated by the Ohio Legislature to classified employees of this bargaining unit specifically, negotiations shall be reopened to discuss the specifics of the legislative mandate.

ARTICLE 2 – RECOGNITION

2.1 Recognition of Union and Association

The Board hereby recognizes the Ohio Association of Public School Employees affiliated with the American Federation of State, County and Municipal Employees/American Federation of Labor-Congress of Industrial Organizations (AFSCME/AFL-CIO) as the sole and exclusive representative of the classified personnel.

2.2 Bargaining Unit

A. The bargaining unit includes all employees assigned to a work schedule in the following positions:

Head Custodian
Assistant Custodian
Assistant Custodian/Utility
Skilled Maintenance
Assistant Maintenance
Cleaner
Foreman
Driver
Cook
Assistant Cook
Cafeteria Worker

B. All new positions shall be included in the bargaining unit with the exception of supervisory or managerial positions unless excluded by mutual agreement of both parties. Probationary employees are not included in the bargaining unit.

C. OAPSE Local 134 and the Lakewood Board of Education agree that the Lakewood Board of Education is entitled to three (3) undefined positions (three individuals) to be excluded from this OAPSE Local. The Board may not elect to use said undefined positions in any positions that are currently in the Bargaining Unit.

D. Nutrition Services workers shall have the right to join or refrain from joining the Union for the purpose of improving their conditions of employment, salary or benefits. Membership in the Union shall not be required as a condition of employment in the schools of the district. There shall be not discrimination or reprisals by the Union or the Board against an employee based upon membership or lack of membership in the Union or on the basis of sex, race, marital status, creed or national origin. (see 6.14.1)

2.3 Bargaining Unit List

When requested, the Operations Department shall furnish the Union a complete updated list of all members of the bargaining unit by name, job title, work site, home address, business and home phone, and seniority date. This list shall be provided once annually upon request.

2.4 Certification of Membership

The recognition herein granted shall remain in effect uninterrupted unless challenged in accordance with procedures of ORC 4117.07.

2.5 Rights of Individuals

Both parties recognize that employees have the right freely to organize, join and support any organization for their economic improvement. Membership in the Union shall not be required as a condition of employment or continuation of employment for any custodial, cleaning, and maintenance or Nutrition Services person. The Union may set criteria for membership but shall not exclude any employee in the bargaining unit on the basis of sex, marital status, race, creed or national origin.

2.6 Rights of the Board

The Union recognizes that the Board has the responsibility and the right to manage and decide, on behalf of the public, all of the operations and activities of the school district to the fullest extent authorized by law and by Ohio Revised Code Section 4117.08. The Union further recognizes that the Superintendent of Schools is the chief executive officer and that the Board delegates to the Superintendent, or designee, the responsibility to manage, direct, and develop the necessary procedures, rules and regulations to implement the policies of the Board. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the Superintendent, and the adoption of such policies by the Board and the development and the implementation of procedures, rules and regulations by the Superintendent or designees, shall be limited only by the specific terms of this Agreement.

2.7 Rights of the Union

The Union shall have the following rights:

A. The right to obtain a seniority once annually upon request.

B. The right to obtain a printed list of current positions within the unit once annually upon request.

C. The right to use the school mail service for conducting routine communication and business with its membership. Such service shall not include any distribution of political endorsements or matters of a similar nature. All mail is to be treated as according to the laws of the U.S. Postal Service.

D. The right to obtain a copy of the annual budget and appropriation measure. The Board is to pay all duplication expenses.

E. A bulletin board shall be made available by the building principal so that the Union may post official notices and communications.

F. The right to use rooms and AV equipment with advance permit approval. Rooms and any necessary equipment must be scheduled through the Recreation Department and AV equipment through the building principal. Any cost associated with the use of rooms or any material costs shall be paid by the Union.

G. The right of paid release time for Labor/Management Team participation in labor/management meetings held during working hours. The right of paid release time for grievance chairperson/designee and grievant(s) for participation in grievance hearings and disciplinary hearings held during working hours. The right of paid release time for five hours per week for the OAPSE President to conduct Union business. The Executive Director of Operations and/or designee shall be notified in advance of conducting the business. Additional time must be approved by the Executive Director of Operations and/or designee. The position can remain unfilled during those hours.

H. The right of access to employees, at reasonable times, for the purpose of conducting Union business to areas in which the employee works, with permission of the Superintendent or designee. Such visits shall not interfere with the work of any employee or operation of the Board.

I. With the permission of the Superintendent or designee, non-employee representatives of the Union may enter the premises of any operation of the Board, Monday through Friday. Such visits shall not interfere with the work of any employee or operation of the Board.

J. The President shall receive a copy of the agenda and the Personnel section of all Board meetings, as they are normally available to the public.

K. Copies of the Staff Newsletter shall be made available to all employees.

L. The Board shall provide an area for the Union President to conduct Union business. This area shall have a desk, telephone, and locked file cabinet.

ARTICLE 3 – NONINTERRUPTION OF WORK

3.1 Non-interruption of Work

There shall be no strike, slowdown, or work stoppages, or other similar actions suggested, or engaged in by the Union, its officers, members, or agents thereof, for the duration of this agreement. However, the above shall not apply when an employee refuses to cross a picket line of another association or local because of fear for his/her personal health, welfare, and safety. In this instance, the employee must report his/her absence to his/her supervisor or to the Superintendent or designee stating the reason for not reporting for duty. Such employee shall suffer no form of coercion, intimidation or reprisal for his/her failure to report for work. If the employee follows this procedure s/he will not be compensated for such days not in attendance, but his/her insurance benefits will be continued for the remainder of the monthly enrollment period.

ARTICLE 4 – NEGOTIATION PROCEDURES

4.1 Resumption of Negotiations

A. The time period for requesting the opening of any negotiations for any modification of this Agreement shall be sixty (60) to ninety (90) calendar days prior to the expiration of this Agreement. Either party may serve notice on the other that it wishes to commence negotiations for an amended Agreement. Initial negotiations packages shall be exchanged no later than the sixtieth (60th) day prior to the expiration of this Agreement.

B. A copy of the notice shall be sent to the State Employment Relations Board. A mutually convenient date shall be set within fifteen (15) days of the date of the request. All days referred to in this section shall be work days.

4.2 Negotiation Teams

All negotiations shall be conducted exclusively between the designated negotiating teams. Each team will be composed of not more than seven (7) members and not more than four (4) alternates. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adopted by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

The negotiating team shall be compensated for negotiation and mediation sessions not to exceed their normal daily rate of pay.

4.3 Submittal of Issues

All issues for negotiations by the Union and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed to by both parties.

4.4 Meeting Time and Place

The parties shall meet at a reasonable place and time agreed upon at the beginning of the prior meeting. The length of a meeting shall be agreed upon at the beginning of each session. All meetings shall be held in executive session.

4.5 Agreement to Furnish Data

Upon request, each party agrees to supply data to the other party during the period of negotiations to substantiate the issue(s) under consideration.

4.6 Caucus

Upon request of either team, the negotiation session shall be recessed to caucus.

4.7 Interim Reports

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

4.8 Media Release

The content and timing of media releases shall be by mutual agreement.

4.9 Professional Conduct

No participant in negotiations shall be coerced, censored or penalized by another participant or a member of either party. Both parties agree to conduct negotiations in a professional manner.

4.10 Item Agreement

As a written negotiated item is agreed upon, it shall be initialed and dated by the chief negotiator of each team. Initialing only means tentative agreement on that item.

4.11 Approval of Transcript

Before submitting the final Transcript for Union ratification and Board approval, the Transcript shall be reviewed by the negotiating teams for accuracy. If an agreed-upon item is inadvertently omitted from the final negotiated Transcript, the initialed proposal is the source document. An amended article shall be permitted to be attached to the negotiated contract. The Transcript, in proper form, shall be signed by all members of the negotiating teams.

4.12 Ratification and Adoption

The final negotiated Agreement will be recommended for ratification and adoption by the members of both negotiating teams. After ratification by the Union, the Agreement shall be signed by the Union president and forwarded to the Superintendent of Schools for consideration and adoption by the Board. Upon Board approval, the Agreement shall be binding upon both parties.

4.13 Impasse

A. In the event an Agreement is not reached by negotiations, either party may declare impasse. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by the parties unless the parties agree upon specific items which are at impasse.

B. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

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

D. The Mediator has no authority to recommend or to bind either party to any agreement.

4.14 Negotiation During the Term of the Agreement

Should any modifications be made during the term of the agreement such as: wages, hours, terms and conditions of employment, the Board shall immediately notify the Union to collectively bargain any changes.

ARTICLE 5 – HOURS AND CONDITIONS OF EMPLOYMENT

5.1 Standard Work Week

A. Forty (40) hours shall be the standard workweek for all employees whose salary or wage is paid in whole or in part by the board. The standard work week begins at 12:01 a.m. on Saturday and concludes at 12:00 midnight on Friday.

B. Sick leave, essential business leave, vacation days, and holidays shall be included in the forty (40) hour week for purposes of determining overtime pay.

5.1.1 Hours – Nutrition Services

A. The work day of a full-time employee in the bargaining unit is seven and one-half (7-1/2)/eight (8) hours on the days that schools are in session. Part-time employees work their schedule of hours on the days that schools are in session for students. Part-time employees shall be required to work a minimum of 2.75 hours. An employee requested to work extra days beyond the contracted period shall be paid at their appropriate rate of pay. On school conference days, if the employee's school is open for meal service, the employee is required to work.

B. Whenever there is an early dismissal before a holiday, all Nutrition Services employees may be released earlier than regular scheduled time. In order to be granted leave, they must ask the permission of their supervisor, if their duties for the day are completed. A day eligible for early dismissal is defined as the last workday prior to a holiday or break.

C. Advance notice of such dismissal shall be disseminated to the supervisors who are to notify the employees with whom they work.

D. All employees whose schedule calls for a four (4) hour or more work day will be granted a thirty (30) minute duty-free lunch period. If the employee is asked to perform services by his/her administrator during the lunch period, straight (equal) time off shall be provided within the pay period at the immediate supervisor's direction.

The lunch period is non-paid by the Board. Management reserves the right to schedule thirty (30) minute duty-free lunch period. The employee has the right to leave the building as long as the Nutrition Services Supervisor or designee has been notified.

E. An employee may have a fifteen (15) minute rest period in the first half and a fifteen (15) minute rest period in the second half of a seven and one-half (7-1/2)/eight (8) hour schedule. Employees working less than seven and one-half (7-1/2)/eight (8) hours but more than three (3) hours may have one fifteen (15) minute paid rest period. Rest periods shall be scheduled by the Supervisor or designee and shall not

be cumulative for future use. With Supervisor approval, rest breaks for a particular day may be back to back.

F. Once per month on inventory day in elementary schools, extra time will be allotted, if requested by Cafeteria Leader and approved by management, to complete all required paper work. Employees will be paid at their appropriate rate of pay for the actual time that is required.

G. There shall be a First Aid Kit in every kitchen available to Nutrition Services staff. The immediate supervisor or designee will be responsible for stocking this kit.

H. No employee may be scheduled to work in another bargaining unit where hours conflict with their nutrition services scheduled hours.

5.2 Notification of Absence– Custodial and Maintenance

Employees covered by the bargaining unit shall record their absence in the district absence reporting system at least one (1) hour in advance of shift starting time, and must follow any additional instructions and regulations established by the Board. The appropriate telephone numbers shall be published.

5.3 Lunch Period – Custodial/Maintenance

Each employee will have a regularly established one-half (1/2) hour lunch period. This lunch period for any given day may be modified from one time to another. However, if the work schedule is such that an employee does not eat lunch during the regular lunch period or the modified lunch period the employee shall be paid for the lunch period. No lunch period shall be scheduled later than five and one-half (5-1/2) hours after the start of an employee's regular work schedule.

5.4 Building Inspection and Weekend Duties – Custodial/Maintenance

A. A head custodian assigned the responsibility for building inspection and other duties on either weekends or holidays shall be scheduled a minimum of two (2) hours of building inspection and other duties if there is no other scheduled activity in the building requiring the head custodian's attendance. If there is a scheduled activity in the building for which there is an approved building permit, the head custodian shall be paid for all hours assigned.

B. The assistant custodian shall perform the building inspection or other duties of the head custodian if s/he is absent on Friday because of vacation or sick leave.

5.5 Rest Break – Custodian/Maintenance

An employee may have a fifteen (15) minute paid rest period in the first half and in the second half of an eight (8) hour schedule. Employees working less than eight (8) hours but more than three (3) hours may have one fifteen (15) minute paid rest period. Rest periods shall be scheduled by the Principal, Superintendent or designee and/or their designee, and shall not be cumulative.

5.6 Job Descriptions

A. The Director of Operations and Union President will meet as needed to discuss any modifications to job classifications or descriptions.

B. The current printed job description of each position within the bargaining unit shall be on file and available, upon the request of the employee or the Union. If any changes are made in the job descriptions of any employee, the Union president shall be notified. The revised job description will then be placed on file.

C. A printed list of current positions within the bargaining unit shall be on file and available.

D. If an employee considers the duties and responsibilities of the current job to be inconsistent with the duties and responsibilities being performed and as outlined in the employees' job description, the employee may notify, in writing, the Executive Director of Operations or designee. The designated administrator of the Operations department shall investigate and make recommendations and reply, in writing, to the employee. The affected employee(s) and/or the Union may appeal the recommendation(s) and response of the Operations Department to the Superintendent or designee.

E. No employee may be scheduled to work in another bargaining unit where hours conflict with their nutrition services scheduled hours.

F. Job descriptions shall be available to candidates at the interview.

5.7 Vacancy

A. For any employee in the bargaining unit who applies for a vacancy or a newly created position, without regard if it is a promotion, transfer, or demotion, system seniority shall be considered. The best qualified candidate shall be appointed to the position.

B. An appointee shall be expected to remain in the designated position for a minimum of ninety (90) days before requesting another promotion, transfer, or demotion, unless the requirement is waived by the administration.

C. When a promotion, transfer, or demotion is granted, the employee shall be assigned to the new position for the first ninety (90) days with the option of returning to his/her previous job grade and step. The return to the previous job-grade and step may be requested by the employee or the Board.

D. If no one in the bargaining unit applies for the vacancy or newly created position, it shall be offered to substitute employees when possible.

E. When substitute/temporary/extra help worker is employed on a regular basis for more than ninety (90) work days consecutively in the same position, a new position shall be deemed to have been created. That position shall then become available to qualified members of the bargaining unit (exception – when a substitute is hired to fill in for a regular employee on an authorized leave consisting of a minimum of ninety (90) work days.

F. When the position has been filled, a notice shall be sent to the president showing the name of the applicant selected for the position and the date that the applicant is scheduled to start the new position.

5.8 Appointment

A. The parties agree that Civil Service law shall not apply to the Board or Union, except as mandated by O.R.C. §4117.10(A).

B. All new employees shall serve a ninety (90) calendar day probationary period. Employees who complete their probationary period by June 1, will move one (1) step on the wage schedule effective the following September. A probationary period is a time when an employee can be discharged without cause.

C. The general procedures shall be as follows for filling vacancies that occur outside of the entry level position:

When a position becomes vacant, or a new position is created, the notice shall be advertised on the District's website. Employees shall have access to school computers in order to access the school's website. In addition to posting the vacancy on the District's website, a notice of the vacancy shall be mailed to the OAPSE President as soon as it is posted.

An employee with continuous service in the bargaining unit shall not be required to serve more than one (1) ninety (90) day Probationary period as an employee of the Board. If re-employed within twelve months of separation from employment in a bargaining unit position, said employee shall not be required to serve a new probationary period.

5.9 Promotion Increase Adjustment

When a member of the bargaining unit is appointed to a position in a classification higher than the one currently held, the salary offered shall be at the same step in the new position. Annual increment increases thereafter shall be in accordance with the salary schedule in effect at that time.

5.10 Upgrade

Should any job title or position within the bargaining unit have substantial change in the duties and/or responsibilities so as to justify a request for upgrade of pay, the employee shall first follow the procedures in 5.6 D. Thereafter, the Union has the right to request a Labor/Management meeting for the purpose of discussing adjusting wages and salaries for the employee(s) so affected.

5.11 Transfer

When a new position is created, or a position is vacated, employees who have served a minimum of ninety (90) work days in the same position may have the opportunity to apply for transfer to that position by filing a written notice as required by the Operations Department. If more than one employee in the same position and job grade apply, and both are equally qualified according to criteria determined by the Operations Department, the employee with the most system seniority shall fill the position. The ninety (90) work day service requirement may be waived by the Superintendent or designee. New employees will be required to remain in the building they were hired for, when possible, for the first ninety (90) work days prior to being assigned to another building, to assist them in properly completing their probationary period.

5.12 Involuntary Transfer

Should an employee be involuntarily transferred, the Board and the Union shall meet and confer as to the reasons and feasibility of such involuntary transfer prior to implementation. The Administration agrees to consider any undue or unreasonable hardship that would be imposed on any so affected and act in a reasonable manner. An involuntary transfer will be made only after both parties, the Union and the Administration, discuss the transfer. The employee shall be given a reason for the transfer in writing.

5.13 Medical Transfer

The Board shall attempt to provide an alternate work assignment, if available, to an employee who becomes medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute a promotion, demotion or lateral transfer to a related class, but it shall be assigned only with the concurrent approval of the Union and the employee.

5.14 Asbestos Medical Transfer

For an employee hired on or before July 11, 1989, the Board shall provide an alternate work assignment to an employee who becomes medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute a promotion, demotion, or lateral transfer to a related class, but it shall be assigned only with the concurrent approval of the Union and the employee. The employees' contracted hours will not be reduced, unless it is medically required to do so.

5.15 Health and Safety

A. The Board agrees to:

1. Provide a safe and secure workplace within its capabilities.

2. Provide appropriate training on new equipment as required.

3. Provide safety protection for all employees within its capabilities.

B. All employees should notify his/her immediate supervisor of any perceived unsafe condition in a timely manner.

C. Upon notice of any alleged violation, the administration will investigate the situation and determine whether a violation exists and the appropriate steps to abate the violation. The administration will notify the individual making one complaint and its response to that complaint.

D. Any matter concerning an alleged health and safety violation shall be addressed during a reasonable length of time.

5.16 Harassment Clause

Employees/members of the bargaining unit/Board shall take no action, either overt or covert, to harass, interfere, intimidate or coerce employees and/or members of the bargaining unit and/or Board in the performance of their duties.

5.17 Training

At management's discretion, a current employee may be asked to attend advanced training. The Board shall pay for said training.

5.18 Bureau of Criminal Identification and Investigation (BCII) and FBI Report

The Board shall cover the cost of both BCII and FBI criminal background checks.

ARTICLE 6 – SALARY, ALLOWANCES AND PAYROLL PRACTICES

6.1 Salary

Salary schedules are listed in the appendix of this agreement.

6.1.1 Salary Effective Date

Salary and wages shall become effective with the first day of the new school year for which employees are required to report to work.

All members of the bargaining unit shall have the choice of receiving their wages over a twelve (12) month period. If a Section 125 plan is implemented, any employee who participates shall be required to receive their pay over a twelve (12) month period.

Election of this option can be made in writing to the Nutrition Services Supervisor, or designee, in May of each year for the following school year. This option is not subject to cancellation midyear. The option chosen will automatically default to the last change on a year-to-year basis, unless otherwise changed during the specified time period allowed.

6.2 Basic Rate of Pay

The basic rate of pay for the following positions shall be in accordance with the job grades as follows:

Position	Job Grade
Cleaner	1
Assistant Custodian	2
Assistant Custodian, Middle School	3
Driver	3
Assistant Custodian/Utility	4
Assistant Maintenance	4
Head Custodian, Garfield	11
Head Custodian, Harding	11
Head Custodian, Emerson	8
Head Custodian, Grant	9
Head Custodian, Harrison	8
Head Custodian, Hayes	8
Head Custodian, Horace Mann	8
Head Custodian, Lincoln	8
Head Custodian, Roosevelt	8
Skilled Maintenance	9
Foreman	11

6.3 Longevity Increments – Custodial/Maintenance

Longevity increments are granted on September 1 of each year, which follows the completion of such service:

Yearly Service Stipend 2014-2015 School Year

9 years of service	$721	per year
12 years of service	$1,171	per year
15 years of service	$1,316	per year
20 years of service	$1,456	per year
25 years of service	$1,604	per year

Yearly Service Stipend 2015-2016 School Year

9 years of service	$739	per year
12 years of service	$1,200	per year
15 years of service	$1,349	per year
20 years of service	$1,492	per year
25 years of service	$1,644	per year

Yearly Service Stipend 2016-2017 School Year

9 years of service	$757	per year
12 years of service	$1,230	per year
15 years of service	$1,383	per year
20 years of service	$1,529	per year
25 years of service	$1,685	per year

Yearly Service Stipend 2017-2018 School Year

9 years of service	$776	per year
12 years of service	$1,261	per year
15 years of service	$1,418	per year
20 years of service	$1,567	per year
25 years of service	$1,727	per year

6.3.1 Longevity Stipend/Cafeteria Stipend

Yearly Service Stipend 2014-2015 School Year

Years of Service Completed	Additional Hourly Wage
10 - 12	$0.64
13 - 17	$0.90
18 - 24	$1.18
25 or more	$1.40

Yearly Service Stipend 2015-2016 School Year

Years of Service Completed	Additional Hourly Wage
10 - 12	$0.66
13 - 17	$0.92
18 - 24	$1.21
25 or more	$1.44

Yearly Service Stipend 2016-2017 School Year

Years of Service Completed	Additional Hourly Wage
10 - 12	$0.68
13 - 17	$0.94
18 - 24	$1.24
25 or more	$1.48

Yearly Service Stipend 2017-2018 School Year

Years of Service Completed	Additional Hourly Wage
10 - 12	$0.70
13 - 17	$0.96
18 - 24	$1.27
25 or more	$1.52

A. Longevity increments are granted on September 1 of each year, which follows the completion of such service:

B. The cafeteria leader stipend = $.77 per hour.

6.4 Boiler License

A. A full time employee who has a boiler operator's license shall receive a stipend of $624 per year, or prorated for those employees scheduled to work less than eight (8) hours per day, with no increase in job grade.

B. If an employee refuses to operate a boiler or fails to renew their license each year, the employee shall lose his/her boiler license stipend.

C. Employees hired after September 1, 2014 will no longer be eligible to receive the Boiler License stipend.

6.5 Skilled Maintenance Stipend

A. Employees who are classified as skilled maintenance and perform a service to the Board which requires special training and is comparable to skilled service performed in the building trades shall receive an additional stipend over and above any other wage, salary or increment that they may receive.

B. Rates to be in effect only after the employee reaches job grade 9.

C. Such skilled maintenance stipend shall be $1000 per year for a full time employee or prorated for those employees scheduled to work less than eight (8) hours per day.

6.6 Staff Development Guidelines - Forms D & E

A. The Staff Development Committee for the Lakewood Schools' classified personnel is made up of four (4) members. OAPSE 134 (Custodial/Maintenance, Nutrition Services) will provide two (2) representatives to the committee. There are two (2) representatives from the Lakewood Schools' administrative staff.

B. One of the committee's major responsibilities is to evaluate all Staff Development Applications and recommend to the Superintendent or designee either to grant or not to grant pre-approval for educational growth. Progress toward educational growth and consideration for salary increase are based on Staff Development Units (SDU's).

C. An employee's course work for SDU credit must relate to his/her current position and will require pre-approval by the Staff Development Program Committee and final approval by the Superintendent or designee.

D. All requests for SDU credit must be submitted to the Superintendent or designee. Formal Applications for Staff Development are available in the school offices or Human Resources office. If a course is taken without pre-approval, the employee is taking the course at his/her own risk; there is no guarantee that the course eventually will be approved for SDU credits. Only courses taken since January 1, 1984 will be considered for SDU credit.

E. SDU credit will be given for staff development work completed and, if fee is necessary, paid for by the employee. Exceptions: A Lakewood Schools' employee can take a class, free of charge (unless otherwise noted), and, if the course is applicable for Staff Development credit, said employee can apply for SDU consideration even though there was no fee paid for the class.

F. SDU credit will not be granted for any training or development done during regularly scheduled work hours. Rationale: If the Board of Education is paying an employee's hourly wage or salary while the employee is receiving on-the-job training, or attending job-regulated seminars, conferences, workshops, etc., during regularly scheduled work hours, then said employee is not entitled to SDU credit.

G. All course work toward SDU credit must relate to, or enhance, the current position the employee holds. The purpose of granting staff development credit is to improve job performance as it relates to the employee's current position.

H. The Staff Development Committee will convene periodically through the year. A tentative schedule of meeting dates for the following school year will be established at the last meeting of the previous school year. To qualify for SDU salary credit effective September 1 of each year an employee shall file by October 15 with the Operations Department an application and satisfactory evidence (grade slips or a letter from the instructor) of course completion.

To qualify for SDU salary credit on February 1 evidence of completion shall be submitted by February 28.

I. Approved educational work will be credited as follows:

1. One (1) SDU = Five (5) clock hours of work.

2. For each accumulation of ten (10) SDU's, a $50 salary increase will be granted twice each year (September 1/February 1) to a maximum of four hundred (400) SDU's ($2,000).

J. SDU's can be accumulated in several ways:

1. Workshops and Seminars by the clock hour.

2. Educational institution work to be credited as follows:

a. One (1) Quarter hour = Seven (7) SDU's

b. One (1) Semester hour = Nine (9) SDU's

c. One (1) Continuing Education Credit (CEU) = Two (2) SDU's

In order to earn SDU credit for quarter, semester and Continuing Education course work, the course must be taken for credit. Otherwise, the course will be evaluated according to clock hours.

K. Before a salary increase is granted, all course work must be completed and a final grade submitted (if course is taken for credit).

L. If course is being taken on the basis of clock hours, employee's hours of attendance must be verified by course instructor.

6.7 Overtime

A. When overtime is authorized by the Superintendent or designee, overtime shall be assigned to employees as needed.

B. Any employee required to work on a holiday, which is not part of his/her regular work schedule, shall be compensated at twice the regular rate of pay for hours worked plus the holiday pay.

C. Overtime will be honored only when it is worked at the specific direction of the Superintendent or designee. All overtime must be pre-approved by an administrator, added to the employee timesheet, and will be paid accordingly.

D. If an employee calls in sick or is off for other reasons, the additional work assignment shall, when possible, be offered to bargaining unit employees.

E. When possible, maintenance work shall be offered the same way as in the paragraph above.

F. When any employee is required by the Superintendent or designee, to work more than forty (40) hours in any calendar week, or more than eight (8) hours in any day, the employee shall be compensated for such time at one and one-half times the regular rate of pay. (ORC 124.18)

G. A Seniority List made up of those requesting to be on the list, shall dictate the order of the overtime rotation. The list shall be updated by management every 6 months. The list, and rotation, may be bypassed only in an emergency situation. Emergencies are defined as unseen overtime that is not known about 24 hours prior to the need.

H. The overtime rotation list shall be devised and offered in the following order for custodial personnel:

a. Employees of the Building beginning with top classification

b. Employees of the Classification within a building

c. Employees of the list, by seniority of the classification

I. If the employee in each list refuses the overtime, then the overtime shall be offered to the next person eligible in the closest proceeding category, until the overtime is filled.

J. Once an employee has worked overtime, s/he is not eligible to be asked to work overtime until it is their turn in the rotation.

K. If the operations department cannot get in contact with a person to work overtime, he/she will be passed on the list and the next person in the rotation shall be asked.

L. Skilled overtime will be assigned to those who can perform the duties.

M. The program rotation may be reviewed once every year of this contract by the Union President or designee.

6.8 Shift Differential – Custodial/Maintenance

Shift differential applies to time worked when scheduled to work an afternoon or night shift. An employee who receives shift differential for the day before and day after a holiday shall receive shift differential for the holiday. Shift differential shall be applied to straight-time hours worked after Noon for the afternoon shift and to straight-time worked after 10:00 p.m. for the night shift. There shall be no partial shift calculations if the afternoon shift begins before 12:00 noon or if the night shift begins before 10:00 p.m.

Afternoon shift	8%
Night shift	10%

6.9 Temporary Job Classification Pay

When members of the bargaining unit are temporarily assigned and performs work in a higher position than the one for which they are employed, they shall receive the rate of pay for that position at their current step.

When it is determined by the administration that a temporary assignment is expected to last thirty (30) or more consecutive work days, the employee will receive temporary job classification pay beginning with the first day of the assignment. Temporary job classification pay rate will apply to all paid leave days during said assignment.

A. If the head custodian is off work then the following steps shall be taken to fill the position:

1. The assistant custodian at that school shall be asked to fill in

2. Then utility workers, as designated by management

3. Then assistant custodians at other buildings, as designated by management

4. The cleaner at that school shall be asked to fill in

5. Cleaners will be upgraded to head custodian when determined necessary by management

B. If the assistant custodian is off work only when school is in session, then the following step shall be taken to fill the position:

1. Cleaners will be upgraded to assistant custodian position.

C. Custodial employees interested in temporary job upgrades shall submit a letter of interest to the Operations Department. This list will be used to make temporary assignments. An on-going list will be maintained in the Operations Department and employees may add or delete their names at any time.

6.10 Call Back Pay – Custodial/Maintenance

A. If an employee is asked to report back to work either after the completion of his/her regular assignment or on a day the employee is not scheduled to work, that employee shall work the reason for the return to duty and be guaranteed a minimum of three (3) hours at the rate of time and one-half his/her basic hourly rate. On a holiday, the rate shall be two (2) times the employee's basic rate.

B. However, an employee who is asked either to report or remain on duty, before or after the employee's work schedule, shall be paid for actual time worked at the rate of time and one-half (1-1/2) for any hours in excess of eight (8) hours in any one (1) day or forty (40) hours in the calendar week.

6.10.1 Required Meetings – Nutrition Services

Employees required to attend meetings requested by administration or required to attend in-service training programs, shall be paid for the hours of attendance at their appropriate rate when such meetings or programs take place after the employee's regular scheduled hours of work. This shall not include training that is required by law for acquiring or retaining employment.

6.11 School Closing Procedure

A. Whenever it is necessary to close schools for an entire day or part of a day because of snow/calamity, all bargaining unit members (except Nutrition Service employees) will report for the first two (2) calamity days at their regular rate of pay.

B. First shift employees will report to their buildings within two hours of their scheduled starting time and leave at their regular time, unless early release is granted by their supervisor due to weather. Second shift employees will report to their buildings at 10:00 a.m. and work until 4:00 p.m., unless early release is granted by their supervisor due to weather. Third shift employees will report at their regular times and work a comparably-reduced amount of time. Those employees who work second or third shifts who cannot for any reason report during the modified times will notify the Operations department and begin at their regular start time or a mutually-agreed upon time, and work the comparably-reduced amount of time. There will be no loss of shift differential pay.

C. Employees directed to report to work by the Director of Operations or designee for calamity days beyond the first two, will be paid the time and one-half91.5) rate for hours worked. Those employees not required to work will receive their regular basic daily rate.

D. When schools are closed for a snow/calamity day, no sick leave, vacation leave, essential business, or professional conference leave shall be charged against any employee for that day.

E. Employees who work on a "snow/calamity day" will be paid at their regular rate of pay plus time and one half (1/2) rate for hours worked on days 3 and beyond. Those employees not required to work will receive their regular basic daily rate.

6.12 Paychecks

Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandated for all members of the bargaining unit. Employees will receive their direct deposit and notification every two (2) weeks beginning with the legal and appropriate Friday in September of each year as determined by the Treasurer of the Board. When a holiday falls on a Friday, direct deposit and notification will be delivered on the day before the holiday.

6.13 Deductions

With the proper written authorization, the Board agrees to deduct for the following:

1. Federal Income Tax
2. Ohio State Income Tax
3. Lakewood City Income Tax
4. School Employees Retirement System
5. Medical Insurance
6. Group Income Protection Insurance
7. United Way
8. P.E.O.P.L.E. (Political Action organization)
9. Dental Insurance
10. Union Dues
11. Tax Sheltered Annuities
12. Prescription Drug Insurance
13. Vision Insurance
14 Medicare
15. School District Income Tax, where applicable
16. Purchase of SERS service credit (taxes deferred)
17. Ohio tuition authority
18. Life Insurance Premium
19. Life Insurance

6.14 Organization Dues

A. The Board agrees to deduct Union dues from the pay of any employee requesting that such deduction be made. Monthly dues shall be forwarded to the State Association.

B. Authorization for Union dues shall continue to be in effect from year to year until such time as an employee requests in writing to withdraw from deductions. The Board shall not recognize any written revocation unless such revocation is received by the Board's Treasurer on or between August 22 and August 31 of any calendar year. (Note Fair Share 6.14.1)

C. The amount of dues to be deducted for the Union shall be designated by letter to the Board's Treasurer if the amount has changed from the previous year.

D. All dues shall be deducted in twelve (12) equal monthly payments.

E. All dues shall be deducted in eighteen (18) equal bimonthly installments beginning October through June for Nutrition Services.

6.14.1 Fair Share Fee Requirements

Fair share for employees scheduled to work more than fifteen (15) hours per week.

A. As of September 1, 2012, an annual fair share fee shall be assessed to all members who choose not to join the Union. The notice of the amount of annual fair share fee, which shall not be more than 100% of the dues of the Union, shall be transmitted by the Union to the Board's Treasurer by September 15 of each year during the term of this Agreement. The Union shall also transmit to the Board's Treasurer by September 15 the names of the employees who have elected not to join the Union (those who will be paying a fair share fee) as well as those for each employee who is a Union member. The list shall include the amount of dues for each employee. The Board's treasurer will deduct the fair share fee from the paychecks of employees who elect not to join beginning with the first paycheck in October. The annual fair share fee shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

A member paying dues to the Union has the right to revoke such dues but upon doing so shall be subject to a fair share fee.

B. New Employees

The Operations Department shall inform the Union when there is a newly-hired employee. If that employee elects not to join the Union, the Union shall inform the Board's Treasurer of that within one hundred and twenty (120) days of that employee's date of hire and shall also inform the Board's Treasurer as to that employee's annual prorated fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after one hundred and twenty (120) days of employment. If an employee retires or otherwise leaves the district, any remaining pro-rated fair share fee deductions shall be deducted in a lump sum from the employee's final pay check and forwarded to the Union treasurer in the bimonthly payment.

C. Rebate Procedure

The fair share fee shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Section 4117.09 (C) of the Ohio Revised Code.

D. Union Membership: No employee is required to become a member of the Union.

E. Indemnification

The Union on behalf of itself and OAPSE agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Union within ten (10) working days of receiving the written claim.

2. The Union shall reserve the right to designate counsel to represent and defend the employer.

3. The Board agrees to (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliates to intervene as party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Union or its affiliates application to file briefs amicus curiae in the action.

4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

The Director of Human Resources shall notify the Union President of any change in a bargaining unit member's employment status such as employment, termination, reclassification and building assignment.

F. In the event that Local 129 agrees to fair share language that is different than agreed to by Local 134, this Local shall have the right to opt to select the language agreed to by Local 129. This Local shall have fifteen (15) days after the Board approves Local 129's contract to exercise this right.

6.15 Cash Payment for Sick Leave Credit

Employees who elect to retire from active service with the district after completing five (5) or more years of service with the Lakewood Schools, shall be paid a lump sum equal to one-fourth (1/4) of the value of accrued but unused sick leave to a maximum of seventy (70) days. Such payment shall be based upon the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplemental pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee according to Board policy and procedure. Employees who leave the system prior to retirement and have been employed

for five (5) or more years by the Lakewood Schools may convert up to ten (10) days of sick leave to cash at their per diem rate as long as such a separation is under honorable conditions.

6.16 Mileage

A. Employees authorized to use their own vehicles on behalf of the Board for travel shall be reimbursed at the current rate per mile as established by the Internal Revenue Service, plus the actual cost of parking and highway tolls with necessary receipts. Payment will be made upon completion of Form B and administrative approval.

6.17 Uniform Allowance

A. The Board shall reimburse bargaining unit employees for the purchase of approved uniforms and accessories to be used in service to the Board.

Maximum reimbursement will be $225.00.

Original receipts must be submitted on or before April 30 of each year, along with the prescribed form, to Superintendent or designee. Each employee can only submit one reimbursement request per year.

B. Standards for type of uniform to be determined by a labor/management committee.

C. Employees shall wear the approved uniforms during their normal work hours. Uniforms must be neat and clean in appearance.

6.18 Estate Payment

A. In the event of the death of an employee who has met the length of service eligibility requirements set forth in Article 6.15 and who is covered under the provisions of the Agreement, the beneficiary of the insurance policy shall receive the severance pay as provided in this article.

B. In addition, the employee's survivors shall be entitled to compensation at the employee's current rate of pay for all lawfully accrued and unused vacation leave to the employee's credit for the two (2) years immediately preceding death.

ARTICLE 7 – VACATION AND HOLIDAYS

7.1 Vacation – Custodial and Maintenance - Form A

A. Each full-time, twelve (12) month employee, as defined by section 3319.084 ORC, of the bargaining unit shall be entitled to vacation with full pay as follows:

After 1 year of employment	11 days annually
After 5 years of employment	17 days annually
After 12 years of employment	23 days annually
After 20 years of employment	25 days annually

For employees hired after September 1, 2014:

After 1 year of employment	10 days annually
After 5 years of employment	15 days annually
After 15 years of employment	20 days annually
After 20 years of employment	25 days annually

A year is defined as September 1 through August 31, consisting of two hundred and sixty (260) scheduled paid days. A calendar shall be developed by the Payroll Department for 12-month employees covered by the Negotiated Agreement. This paid work day calendar shall be modified, as necessary, to reflect two hundred and sixty (260) paid days. These modifications shall be scheduled during winter break in two hundred and sixty-one (261) day calendars and one day each for winter break and spring break for two hundred and sixty-two (262) day calendars.

The days earned and awarded on September 1 are defined in Chart A (paragraph B) for: (1) the reassignment of a non-twelve month Lakewood employee; (2) new employees.

B. New Employees – Newly hired 12-month employees will accrue the following number of vacation days to be awarded September 1 of their first partial year of employment.

If Hired During:	Accrue
September/October	10 Days
November/December	9 Days
January	8 Days
February	7 Days
March	6 Days
April	5 Days
May	4 Days
June	3 Days
July	2 Days
August	1 Day

Employees hired in June, July, or August must satisfactorily complete their ninety (90) day probationary period before the above days are accrued and are eligible to be taken.

C. To determine the number of weeks of vacation for a twelve month employee, the years of employment with the Board shall be computed as follows:

1. The number of years as a twelve month employee plus

2. The number of days of employment in part-time, and/or in less than 12-month bargaining unit positions divided by two hundred and sixty (260) to obtain a twelve (12) month, full-time equivalency.

3. The vacation days awarded are located in 7.1 B.

4. Credit towards vacation accumulation will be based on continuous years of service in a bargaining unit position.

D. Maintenance and custodial employees shall be compensated, for vacation purposes, at the basic rate of pay plus shift differential, provided that the majority of hours the employee worked during the preceding year included shift differential and also provided that the employee maintains classification.

7.2 Vacation Scheduling

A. Vacation time, in part or entirely, can be taken at any time effective September 1 each year, with the approval of the Director of Operations or designee. Vacations must be taken in accordance with the rules and regulations set up by the Director of Operations or designee. The approval of vacation time will not be unduly regulated or withheld. The refusal of a vacation request may be appealed to the Superintendent or designee.

B. A full-time employee may elect to carry over up to five (5) days of accrued vacation time from the previous year. A maximum of five (5) days of vacation time accrued as a result of the carryover privilege will remain in the employee's vacation time balance indefinitely, until he or she elects to use that vacation time or receive payment for that time when his or her employment with Lakewood City Schools terminates. Bargaining union members may submit for payment up to an additional five (5) unused vacation days at their current per diem rate by submitting a request for payment in writing by July 31 to the Director of Operations. All vacation days remaining beyond those carried over or cashed out shall be lost.

C. If there is a conflict between employees working in the same building or department, the employee with the greatest system seniority shall be given preference.

7.3 Vacation Pay Upon Termination

A classified employee is entitled to all vacation leave earned up to the time the employee is separated from the Board, subject to Article 7 in this agreement. Payment shall be made in accordance with procedures established by the Board.

7.4 Holidays

A. Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin L. King Day
Presidents' Day
Good Friday
Easter Sunday for 12-month employees regularly scheduled to work
Memorial Day
Independence Day (Custodial/Maintenance Only)

B. In order to receive holiday pay, employees must work their regularly scheduled work day prior to and following such holiday unless excused from work by one's supervisor or one is on paid authorized leave.

If a holiday falls on a weekend, a Saturday holiday will be taken on Friday. A Sunday holiday will be taken on Monday.

NEOEA Day is not a holiday, but an uncompensated day whereby employees do not report to work. (Nutrition Services)

ARTICLE 8 – AUTHORIZED LEAVES

8.1 Sick Leave – Form A (Forms M, N, O, P)

A. All sick leave accumulated annually by an employee shall not exceed fifteen (15) days and shall be earned at the rate of one and one-fourth (1-1/4) days for each twenty (20) days of completed service. (Does not include conversion of Essential Business days) Sick leave with pay shall be computed from September 1 to August 31 of the following year. The employee shall be paid his/her own daily rate.

B. An employee shall accumulate sick leave at a rate of one and one-fourth (1-1/4) days per month for an annual sick leave of fifteen (15) days. For purposes of accumulation and use sick leave, a "day" shall be defined as a scheduled day (regardless of hours worked). Working the scheduled day constitutes a day worked. Sick leave accumulation is the sum of all unused sick leave which an employee earns from his/her first employment with the Board. Sick leave will accumulate to three hundred and thirty-five (335). The cumulative sick leave shall be added to the employees' annual sick leave to determine the maximum allowance in a given year.

C. The board shall provide an advancement of not less than five (5) days of sick leave to full-time, newly hired or veteran employees of the Board (ORC 3319.141) upon written request by the employee. The Superintendent or designee may grant the right to use more days of future sick leave at his/her discretion. The employee agrees that the advanced sick days will be paid back with newly accrued sick leave days upon return to work. In the event that the employee separates from employment with the District prior to repayment of the advanced days, the days shall be deducted from employee's final pay.

D. An employee who has accumulated sick leave with pay from state, municipal, or board of education in Ohio, upon entering the service of the Lakewood Board of Education, shall present to the Treasurer a written statement from the former place of employment, which includes the amount of approved accumulation. Re-employment must take place within ten (10) years of the date on which the employee was last terminated from public service. (ORC 124.38)

The use as well as the accumulation of sick leave by an employee shall be in accordance with Board policy.

Acceptable reasons for absence with pay are:

- Personal illness
- Personal injury
- Exposure to contagious disease
- Illness, injury or death in the immediate family
- Birth or adoption

1. Use of sick leave for adoption shall be limited to the six weeks immediately following the adoption or initial placement of the child with the employee. The employee shall be entitled to use up to six weeks under this paragraph without regard to whether or not the child is ill as that term is used in Section 8.1 (E).

2. If after the adoption, the child is ill, the provisions of Section 8.1 (E) shall apply. However, if the child is ill, the provisions of Section 1 of the understanding shall run concurrently with the sick leave provided under Section 8.1 (E) of the agreement. For example, an employee adopts a child and the child has no illness, the employee can use up to six weeks of sick leave under paragraph 1 of this understanding. However, if the child is ill at adoption, the employee can use sick leave under Section 8.1 (E) of the agreement and the time provided under Section 1 of this understanding shall run concurrently. The employee shall not be entitled to six weeks under Section 1 of this understanding in addition to any time period provided under Section 8.1 (E) of the agreement.

E. Illness in the employees' immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, grandchild, grandparent, or any member of the family or household who clearly stands in the same relationship with the employee as any of these. There is no absolute rule as to how much leave with pay will be allowed for illness in the immediate family; but, unless specifically approved by the Director of Operations or designee, fifteen (15) Nutrition Services, Twenty-five (25) days per school year for all such illness is the maximum allowed.

F. Death in the immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, parent-in-law, grandchild, grandparent, sister-in-law, brother-in-law aunt, uncle or any member of the family or household who clearly stands in the same relationship with the employee as any of these. There is no absolute rule as to how much leave with pay will be allowed for death in the immediate family; but, unless specifically approved by the Superintendent or designee, five (5) days for each such occurrence. Leave not to exceed one (1) day shall be granted to attend services for a niece, nephew, first cousin, where significant travel is involved, three (3) days shall be granted. Additional days for any funeral may be granted by the Superintendent.

G. Excessive use of sick leave or questionable patterns may be grounds for discipline or termination.

H. The employee shall submit a signed Schedule Absence Form (form A) to justify the use of sick leave. This form must be submitted within the payroll period of employee's return. Head custodian/leaders shall collect time sheets and all absence forms. The Supervisor will oversee the collection of forms not submitted in accordance with this paragraph. Failure to return this form may result in absence

without authority. The administration may request further documentation. Evidence indicating that absence for sick leave with pay privileges has been misused may be grounds for discipline or dismissal as follows:

First Day: Dockage of pay for day misused plus one (1) day suspension without compensation.

Second Day: Dockage of pay for each day misused plus suspension, without compensation, not to exceed five (5) days.

Third Day: Shall be grounds for termination of contact.

The union recognizes that an infraction involving three days or more, whether in a single infraction or multiple infractions, can result in termination.

I. Discipline involving suspensions of three (3) days or less is not subject to the grievance procedure.

8.2 Sick Leave Pool – Forms K & L

A. A Sick Leave Pool for employees covered by Local 134 Bargaining Unit shall be established from voluntary donations of sick leave days from employees on a case by case basis as needed.

B. No employee may donate more than eight (8) days of sick leave to any employee requesting use of the Sick Leave Pool. These days may be donated one at a time.

C. Donated sick leave shall be added to the accumulated sick leave of the absent employee and deducted from the donating employee.

D. Once an employee donates sick leave, the leave is forwarded to the Board through the Union President (using the sick leave donation form, appendix/Form L) sick leave donation is irrevocable.

E. An employee may use the Sick Leave Pool if s/he has met all the following criteria:

1. The employee has applied for SERS disability retirement or private disability insurance benefits whichever is applicable, within thirty (30) calendar days from the start of use of the sick leave pool benefit. This requirement to apply for SERS disability retirement or private disability insurance may be waived at the discretion of the superintendent/designee. The Board will provide assistance to the employee in preparing the disability retirement application when requested.

2. All of his/her sick leave accumulation has been exhausted. (An employee does not have to use future sick leave.)

3. His/her absence is due to an illness, or ongoing illness or accident that will disable the individual from performing normal job duties and that such condition is anticipated to continue at least sixty (60) working days from the date of application. Written medical verification of the above is required by a licensed medical doctor.

4. The employee has completed the Application to use Sick Leave Pool (Appendix/Form K).

5. An administrator from the Operations Department and the Bargaining Unit President will jointly review each application and will make a recommendation to the Superintendent of Schools who will make the final decision as to the eligibility of the applicant.

F. When the decision has been made that an employee can use Sick Leave Pool, a request to the employees for sick leave donation will be made as soon as possible; however, the confidentiality of the employee requesting use of the sick leave pool cannot be guaranteed.

Donation forms shall be forwarded to the Bargaining Unit President who will then forward days to the Board as needed.

G. In the case of an employee qualifying for Sick Leave Pool days because of personal illness or injury, if approved, then said thirty (30) day increments shall be granted until the employee clearly needs no more and goes on SERS disability retirement.

H. The maximum number of Sick Leave Pool days that may be claimed by any one employee is one hundred twenty (120) days for each separate and distinct catastrophic illness, accident, or long-term illness as certified by a doctor of the employee. (Form O) .

I. The exempt employees have volunteered to participate in the Sick Leave Pool with the understanding that the Union shall extend the same courtesy to the exempt employees in utilizing the sick leave pool. In so doing, the Board and Union expressly acknowledge and agree that this voluntary agreement in no way implies or recognizes that the exempt employees are a member of the bargaining unit or have any rights under the agreement.

J. When an employee is approved for SERS disability retirement or for private disability insurance benefits during the one hundred and twenty (120) day sick leave pool period, s/he must immediately utilize such benefits, and sick leave pool benefits shall cease.

1. The Board shall reimburse said employee the difference between the gross disability payment and the gross salary payment for the remainder of the one hundred and twenty (120) day sick leave pool period.

2. The Board shall reimburse said employee the cost of life insurance coverage under the waiver of premium provision for the waiting period required by the insurance provider if the employee does not receive reimbursement from another source. The waiver of premium period will continue in accordance with the terms of the life insurance plan document (certificate booklet).

3. The Board shall reimburse said employee the cost of COBRA continuation of insurance benefits, up to the Board paid monthly premium amounts for the remainder of the one hundred and twenty (120) day sick leave pool period for employees and/or dependents covered at the time of application for sick leave pool usage.

K. Employees may return to work according to the policies set forth by SERS.

8.3 Absence for Essential Business – Form A

A. Essential business leave will be unrestricted. These days shall not be used for vacation, entertainment or recreation purposes when adjacent to any vacation period, or on the students' first/last day of school (as defined in 7.4A).

In each school year, four (4) days of absence for essential business are permitted without loss of pay for nine (9) and ten (10) month employees and five (5) days for twelve (12) month employees. Prior to using these days, the employee will submit the authorized leave form (Form A) to the immediate supervisor that he/she will be absent for reasons of essential business and will follow the established procedure for securing a substitute. However, in cases of emergency, approval for absence due to essential business may be granted after the absence. Following his/her return to work the employee will submit an authorized leave form (Appendix Form A) within two (2) days to the immediate supervisor.

Essential business leave may be taken in quarter (1/4) day increments.

B. If additional absence is required for essential business, the Superintendent or designee may grant such days with full deduction of pay or deduction only for the cost of a substitute.

C. At the end of each school year any unused essential business days will be added to the employee's total sick leave accumulation.

8.4 Assault Leave – Form A (Forms M, N., O, P)

A. An assault leave may be granted to an employee who is absent due to disability resulting from a physical assault which is clearly unprovoked, by a student, parent, or employee. Compensatory damages awarded to an employee through the Workers' Compensation Act of Ohio from the day of the assault through the ninetieth (90th) day shall be remitted to the Board. (This does not include a punitive award).

B. An accident or critical incident report must be filed within twenty-four (24) hours of the physical assault. Before assault leave compensation will be provided, a report must be filed with the proper law enforcement authority within seventy-two (72) hours of the alleged assault.

C. This physical assault must occur on Board premises, or during school sponsored activities.

D. The employee will be maintained on full pay status during the period of such absence, upon verification of a licensed physician, up to a maximum of ninety (90) working days.

E. The employee is expected to assist the criminal justice system in the prosecution of the assaulter.

8.5 Leave Without Pay

Upon an application by an employee and the recommendation of his/her immediate supervisor, a personal leave without pay for no more than fifteen (15) days in any calendar year may be granted, upon the approval of the Superintendent or designee. Such leave may be used under the following rules.

A. It may be used only in whole-day increments. A day shall be defined as the employee's normal workday.

B. Such leave shall not be cumulative from year to year.

C. Leave without pay is to allow for extraordinary circumstances.

D. Requests for such leave should be submitted at least five (5) days in advance of the effective day of the requested leave.

8.6 Leave for Further Study and Training

A. A leave of absence without pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the employee's assignment.

B. In order to apply for this leave, the employee must have completed three (3) years of employment in the Lakewood City School District.

C. The Board retains in its sole discretion the right to: (1) determine if the formal training or study is directly related to the performance of the employee's assignment, and (2) determine whether the leave of absence without pay is to be granted.

8.7 Extended Leave

Extended leave of absence without pay may be granted with permission of the Superintendent or designee.

8.8 Procedures

The following procedure shall be following in requesting all leaves of absence without pay (article 8.5, 8.6 and 8.7).

A. Requests for leaves of absence without pay must be made to the Superintendent or designee in writing.

B. The Superintendent or designee shall review each request and determine whether the request and documentation is sufficiently appropriate under this Article and whether the leave of absence without pay shall be granted.

8.9 Conference Attendance

A. Local 134 shall be allowed to send up to four (4) delegates to the bi-annual meeting of the Ohio Association of Public School Employees. The delegates shall be elected through the channels of Local 134. Permission for absence from work to attend this meeting shall be given by the Superintendent or designee. Such delegates shall receive their daily rate of pay for all scheduled work days while in conference attendance.

B. Members of the bargaining unit will be permitted to attend, with pay, conferences, the annual fall district meeting, workshops and inservice programs related to their work experience with the prior approval of the Superintendent or designee. Such permission shall not be arbitrarily or unreasonably withheld by the Superintendent or designee on those occasions when a request is made.

C. No member shall be required to sign and present to the administration a sign-up list of personnel in attendance at workshops or conferences. The employee must submit, however, the standard permission form for attendance at conferences or meetings.

8.10 Subpoena/Jury Duty

An employee who serves as a juror or an employee who is involuntarily summoned or subpoenaed by a court regarding a school-related issue shall be granted a leave without loss of pay or other compensation for days covered by the summons, subpoena, or jury duty. The employee shall not be required to remit any compensation for jury duty to the Board.

8.11 Absence Without Authority

An employees' absence must be covered by accumulated sick leave, essential leave, or authorized leaves of absence. Unapproved absence may be grounds for discipline and/or termination.

8.12 Family and Medical Leave Act of 1993 (FMLA)

The Lakewood City School District Board of Education shall abide by the requirements of the Family and Medical Leave Act of 1993 and its subsequent amendments.

FMLA Leave shall be taken concurrently with sick leave. An employee shall not be entitled to stack an additional twelve (12) weeks of leave onto accumulated sick leave.

Copies of FMLA flyer prepared by Department of Labor will be available in the Human Resources Office.

8.13 Military Leave

Any employee who is called to perform any type of military service shall be placed on military leave according to the Ohio Revised Code Section 3319.085.

ARTICLE 9 – INSURANCE BENEFITS

9.1 Eligibility for Insurance

Employees are eligible for insurances identified by 9.2-9.6 the first of the month following employment, which includes coverage for eligible same-sex domestic partners and children defined by the plan. In order to be considered eligible same-sex partners, the employee and domestic partner must complete and submit documentation for that purpose to the Board (Appendix A). Pre-existing condition exclusions apply.

Bargaining Unit members have the option to enroll in the Lakewood City Schools Medical Plan (Appendix B) or Option 1 Plan (Appendix C) or Minimum Value Plan (Appendix D).

9.2 Medical Insurance

A. The Board shall provide medical insurance to employees that meet or exceed the coverages provided during the 1999-00 school year except for the following:

1. The lifetime comprehensive maximum shall be $2,500,000.

2. University Hospital is presently not part of the medical network.

B. The medical insurance plan shall include the following parameters:

1. Comprehensive plan

2.. The deductible is a comprehensive deductible of $200 single/$400 family for out-of-network (Option 3) claims only, from the first dollar.

3. There will be a $200 co-pay on out-of-pocket (Option 3) inpatient admissions. (This does NOT count toward the deductible or out-of-pocket maximum and will be paid before the deductible.)

4. The out-of-pocket co-insurance maximum will be $500 for Options 2 & 3 only. Deductibles, co-pays and charges above reasonable and customary do not count toward this out-of-pocket maximum.

5. Maximums for private duty nursing services are $30,000/year and $100,000 lifetime. (Lifetime maximum includes all claims from October 1, 1993.

6. The deductible noted above will NOT apply to diagnostic services and treatment including, but not limited to, laboratory test, x-rays, imaging exams, ultrasound and specific tests given as part of an annual physical exam which are: one EKG, one chest x-ray, routine Pap test, one SMA-12, urinalysis, and a complete blood count.

C. The Board shall pay eighty-five percent (85%) of the single and family rate.

D. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

E. The Board will pay one-half (1/2) of 85% of either the single person rate or the family rate for employees who work between 3-3/4 and 7-1/2 hours per day, five days per week or who work 18-3/4 hours per week and subscribe. Employees regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week or 18-3/4 hours per week) are not eligible for medical insurance coverage. The Board will continue to pay a pro-rate share of the medical coverage for each regular part-time employee who was eligible for pro-rate medical coverage prior to September 1, 2000.

F. Dependent eligibility – A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26th birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.

G. Newborn children and new spouses must be enrolled within 31 days of the date of birth or date of marriage. However, if the employee already has family coverage, newborn children may be added within 12 months following the date of birth. Otherwise, they will not be eligible for enrollment until the next open enrollment period.

H. <u>Spousal Insurance</u>

1. If an employee's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer-sponsored group insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

2. Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.

3.. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration

verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance sponsored by the spouse's employer.

5. If an employee submits false information or fails to timely advise the Board of any change in his/her spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.

   a) Any amount to be reimbursed by the employee may be deducted from the benefits to which you would otherwise be entitled.

   b) In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

6. If an employee submits false information about his/her spouse's employer-sponsored group insurance coverage(s), the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

7. Effective January 1, 2015, for employee spouses who are enrolled in their employer's insurance plan, the Board agrees to reimburse employees up to One Hundred Seventy-Five Dollars ($175.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and prescription drug medical coverage. Requests for reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Treasurer's office.

9.3 <u>Prescription Drug Insurance</u>

A. The Board will provide a group prescription benefit insurance program:

1. The co-pay costs shall be:
   a) $5.00 if you receive a generic equivalent drug
   b) $15.00 if you receive a preferred drug
   c) $30.00 if you receive a non-preferred drug

2. The following drugs will be covered:
   a) Federal Legend Drugs
   b) State Restricted Drugs
   c) Compounded medications
   d) Insulin

e) Insulin Needles and Syringes on prescription only
f) Injectable bee sting kits
g) Contraceptives

3. The following drugs are excluded (unless covered by above):
   a) Fertility drugs
   b) Investigational or experimental drugs
   c) Non-Federal Legend Drugs
   d) Therapeutic devices or appliances
   e) Medications for which the cost is recoverable under any Workers' Compensation or Occupational Safety or Disease Law or any State or Governmental Agency, or medication furnished by any other drug or medical services for which no charge is made to a member
   f) Self-administered injectables not used to treat illness, injury, or disease
   g) DNA drugs
   h) Growth hormone drugs
   i) Smoking cessation patches or medications in excess of one treatment
   j) Veterinary medications
   k) Weight loss drugs
   l) Rogain, Minoxidol, or any other hair growth products
   m) Any drugs used for cosmetic purposes
   n) Any drugs not used for acute care or maintenance of a medical condition
   o) Retin-A, if over (25) years of age
   p) Vitamins, including prenatal

4. Prescriptions for Legend Drugs are up to a (34) day supply

5. Prescriptions for maintenance drugs are up to (100) or (200) unit doses.

6. A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26th birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.

7. This will be a card program and may or may not include mail order.

B. The Board shall pay eighty-five percent (85%) of the single and family rate.

C. The administration of the prescription benefit program shall be in accordance with Board procedure.

D. The Board will pay one-half (1/2) of 85% of either the single person rate or the family rate for regular contracted employees who subscribe and are scheduled to work a minimum of three and three-quarter (3-3/4) hours per day, five (5) days per

week. Employees regularly scheduled less than half-time (three and three-quarter (3-3/4) hours per day, five (5) days per week or eighteen and three-quarter (18-3/4) hours per week) are not eligible for insurance coverage.

E. The Board may issue two (2) single person coverages in lieu of a family coverage to a married couple, without dependents, employed by the Board, if the combined amount of the two (2) single rates is less than of the family rate.

9.4 Dental Insurance

A. The Board shall pay eighty-five percent (85%) of the single and family rate.

B. The content and administrations of the dental program shall be in accordance with Board procedure.

C. The Board will pay one-half (1/2) of 85% of either the single person rate or the family rate for regular contracted employees who subscribe and are scheduled to work a minimum of three and three-quarter (3-3/4) hours per day, five (5) days per week. Employees regularly scheduled less than half-time (three and three-quarter (3-3/4) hours per day, five (5) days per week or eighteen and three-quarter (18-3/4) hours per week) are not eligible for insurance coverage.

D. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

9.5 Vision Insurance

A. The Board will provide vision coverage that meets or exceeds the 1995 vision plan. Each regular contracted employee can select either a single or family plan, whichever is applicable.

B. The Board shall pay eighty-five (85%) of the single and family rate.

C. The Board will pay one-half (1/2) of 85% of either the single person rate or the family rate to regular contracted employees who are scheduled to work between three and three quarter (3-3/4) hours and seven and one-half (7-1/2) hours per day, five (5) days per week and subscribe.

D. The Board may issue two (2) single person coverages in lieu of a family coverage to a married couple, without dependents, employed by the Board, if the combined amount of the two (2) single rates is less than the family rate.

9.6 Term Life Insurance

A. The Board shall provide fully paid $50,000 term life insurance coverage with accidental death and dismemberment coverage for each regular contracted employee who is scheduled to work a minimum of seven and one-half (7-1/2) hours per day, five (5) days per week. A regular contracted employee who is scheduled to work a minimum of three and three-quarter (3-3/4) hours per day, five (5) days per week, or eighteen and three-quarter (18-3/4) hours per week will receive $25,000 coverage.

Less than regularly scheduled half-time employees (3-3/4 hours per day, five (5) days per week; or eighteen (18-3/4) hours per week) will receive no coverage.

B. Each employee may purchase additional term life insurance through the Board at his/her own cost.

9.7 Workers' Compensation

All employees are covered under the state Workers' Compensation Act of Ohio.

The Act provides coverage for injury or death on the job.

The employee shall have the option to use sick leave or apply for Workers' Compensation. Workers' Compensation may be applied for after seven (7) consecutive days of absence for wage reimbursement or medical benefits.

Any injury occurring on the job shall be immediately reported to the injured employee's supervisor or other designated representative and an accident report completed.

If medical attention is required, the employee shall file the appropriate Workers' Compensation form at the hospital or doctor's office.

A Light Duty Return to Work Plan will be drafted by both Labor and Management through a special by the Union President and Director of Operations, and will be implemented through a mutual agreement. The outcome will be in the form of a Memorandum of Understanding.

9.8 Section 125 Plan ("Cafeteria Plan")

A. A "Cafeteria Plan" that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis and shall allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph C. below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The

election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1st through December 31st) unless there is a change in the employee's circumstances that, in accordance with IRS Section 125, permits the employee to change his/her election under the plan (e.g. divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law.) If revoked, any account balance will be governed by paragraph C3 (below). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office

C. Dependent Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently $5,000.00 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

2. The salary reduction and corresponding credits will be made and issued in twenty-four (24) equal installments, or in twenty (20) equal installments for those receiving pay only into June, beginning with the first pay in January.

3. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount allowed by law (exclusive of employee contributions for health coverage) per year, and receive a corresponding credit under the health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

2. The salary reduction shall be made in twenty-four (24) equal installments, or in twenty (20) equal installments for those receiving pay only into June, beginning with the first pay in January.

E. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board's Treasurer's office and /or third party administrator. When the Board Treasurer is making the decision regarding which company shall be the third party administrator of the Section 125 plan, one of the criterions shall be the amount of administrative fees charged. Any administrative fees shall be borne by the Section 125 Plan participants.

ARTICLE 10 – STAFF REDUCTION AND REINSTATEMENT

10.1 Staff Reduction

If it becomes necessary to reduce employees in a job series due to substantiated lack of funds, declining enrollment, lack of work, or for good cause shown, the following procedure shall govern such layoff. Employees shall be laid off in the following order, in the affected series according to system seniority.

A. Temporary employees
B. Probationary employees
C. Part-time employees
D. Full-time employees with the least system seniority in each series affected

System seniority shall be defined as the uninterrupted length of continuous service with the Employer. Authorized leaves of absence and layoffs do not constitute an interruption in continuous service for the purpose of reduction in force.

In case of identical continuous system seniority, the employee who last signed the employment contract shall be laid off first.

For the purposes of layoff and recall the following series and positions shall be used. The positions listed below are listed by rank order in each series from highest rank (top) to lowest rank (bottom):

Series 1: Foreman
Skilled Maintenance
Assistant Maintenance

Series 2: Head Custodian
Assistant Custodian/Utility
Assistant Custodian
Cleaner

Series 3: Driver

Series 4: Cook
Assistant Cook
Cafeteria Worker

Employees shall be laid off according to system seniority within their series. The employee with the least system seniority in the series affected by a layoff shall be laid off first.

An employee laid off under the above provisions may have the right to bump an employee with less system seniority in a lower position within his/her series.

Employees also have the right to bump an employee with less system seniority in a position previously held.

An employee with less system seniority may not bump an employee with more system seniority.

In the event an employee, with the approval of the OAPSE 134 President, exercises the option to bump upward by one rank within their series (DUE TO HIGHER SYSTEM SENIORITY THAN AN EMPLOYEE ONE RANK HIGHER) they shall be subject to the following requirements and restrictions:

A. A bump upward is limited to one rank position. For example, a more senior cafeteria worker may bump a less senior food handler in the event of a reduction in force.

B. Employees who bump upward into positions one rank above their positions within their series shall be subject to evaluation by their supervisor at their 30th, 60th, 90th, 120th, 150th, and 180th day marks in the new position.

C. Employees who bump upward into positions one rank above their positions within their series can be bumped back into their original position at any time during their first 180 days with written notice and the opportunity for a meeting with their immediate supervisor to discuss the basis for the return. Such return to the former position shall not be subject to the grievance procedure.

D. In the event an employee is moved back to their former position within the first 180 days that they hold the upward position, they shall be ineligible to bump upward again for a period of not less than 5 years unless the employee is able to show proof of additional training in the relevant field to the upward position.

E. In the event an employee successfully completes the evaluation cycles through their first 180 days in the upward position, they shall be subject to the regular evaluation schedule and may only be removed from their position in accordance with Section 12.2.

10.2 <u>Staff Reinstatement</u>

A. Reinstatement shall proceed as follows:

1. Reinstatement lists shall be established. Employees laid off shall be placed on a reinstatement list, by position, series, in the reverse order of layoff.

2. Reinstatements shall be made from the lists before any new employee is hired.

3. Vacancies that occur shall be offered to those qualified on the lists in order of seniority from the reinstatement list. Any employee who declines reinstatement shall be removed from the list except if a position offered is extremely different than the position most recently held. In such a case, the employee shall remain on the reinstatement list. Such refusals, however, cannot go on interminably. The Superintendent or designee shall make the final determination whether or not a position is suitable for the employee.

4. Any employee who declines reinstatement or does not respond within five (5) days (working days) of receipt of notice shall have reemployment rights terminated.

B. Laid off employees shall have reinstatement rights for four (4) years. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.

C. The Union shall be given a written list of all employees recalled.

10.3 Deletion of Positions

The Union shall be notified before the abolishment of any position within the bargaining unit. Both parties shall meet under the Labor/Management format to discuss any abolishment of positions.

ARTICLE 11 – EVALUATION AND PERSONNEL FILE

11.1 Evaluation – Form C

A. Employees in the bargaining unit shall be evaluated at least once each of the first three (3) years they are in a new position and at least once every third (3rd) year thereafter, to determine job performance and effectiveness. Evaluations will be conducted by the Superintendent or designee.

B. Evaluations shall be recorded on the appropriate forms. The evaluation will be reviewed with the employee. The employee may reply, in writing, to the evaluation. The completed evaluation will be sent to the Human Resources Department for file in the employee's personnel folder. A copy will be issued to the employee and a copy shall be retained by the supervisor for his/her file. Any negative evaluation shall include recommendations for improvements and provisions for assistance to the employee in implementing and recommendations made. All such materials will be signed by the employee. The signing of such material does not necessarily mean the employee is in agreement with the evaluation.

C. The application and administration of this article shall be under the Superintendent or designee to ensure the equal and even enforcement of this article.

D. Evaluations shall be recorded on the appropriate forms. (Note: The Union President and Director of Operations will study the present form for possible revisions. Once established, the form will be made available to all parties concerned.)

E. The evaluation form shall include the following: "Signing is merely acknowledgement of having seen the above. It does not indicate agreement or disagreement."

11.2 Personnel File

A. An employee may examine his/her own personnel file by making arrangements to do so with the Superintendent or designee. Confidential items of reference collected to determine qualifications before employment shall be removed from the personnel file before each examination and placed in the file thereafter.

B. The employee's personnel file shall not hold:

- anonymous letters or materials
- written complaints by students

C. Material which may tend to be critical or derogatory of an employee's conduct, service, character, and/or personality shall not be placed in the file unless the employee has had an opportunity to read the material and, if s/he so desires, attached a reply to that material.

D. The employee may refute any negative material in his/her file in a written, dated, and signed statement to be attached to the personnel file copy and the negative material.

E. An employee may review his/her personnel file during the hours that the Human Resources Department is open upon giving one (1) day or twenty-four (24) hours notification of the intent to inspect the file.

F. It is recommended that employees place written documentation in their personnel file regarding positive personal and professional accomplishments.

G. All critical, derogatory and/or disciplinary materials placed in an employee's personnel file which documents actions or behaviors that have not recurred within a five-year period may be removed to a supplemental file at the employee's request.

ARTICLE 12 – HEARING PROCEDURE

12.1 Hearing Procedure

A. When the Administration determines a hearing is necessary, the employee shall be given a written notice of the time, date, place, and purpose of the hearing.

B. The employee has the right to view any material in his/her personnel file, per Article 11.2.

C. Suspensions of two (2) or three (3) days in duration may be grieved at Step 3 only. Suspension of one (1) day may not be grieved.

D. All disciplinary hearings will be conducted by the Superintendent or designee.

E. The Union President or Vice-President or designee will be included and present in any hearing. No more than two (2) Union representatives shall be present at a hearing.

12.2 Discipline

A. The purpose of discipline, other than discharge, is to bring to the attention of the employee the nature of the offending action or conduct and the corrective actions that will be taken. In the case of a serious infraction, progressive discipline may begin at any step. If any of the progressive discipline steps set forth below are skipped and termination is sought, termination shall be in accordance with ORC 3319.081.

B. Except in the case of a serious infraction, discipline shall be levied in a progressive manner as follows:

Step 1. Documented verbal reprimand
Step 2. Written reprimand
Step 3. Written reprimand and unpaid suspension up to three (3) days
Step 4. Termination in accordance with ORC 3319.081

C. Employees shall be entitled to representation at all meetings where disciplinary action may occur. No more than two (2) Union representatives shall be present at a hearing.

D. An employee may only be terminated by a majority vote of the Board of Education.

E. After twenty-four (24) months of good behavior, no intervening disciplinary action, prior discipline shall not be considered for purposes of future discipline. It is the employee's responsibility to request any outdated disciplinary documentation to be removed from the personnel record.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Grievance Definition

A. A grievance is defined as an alleged violation of a specific article or section of this Agreement.

B. Board policy affecting work rules of employees.

C. The grievant(s) shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination or reprisal.

D. Suspensions in excess of three (3) days or termination are grievable and may be appealed directly to Step 3.

E. Suspensions of two (2) or three (3) days in duration may be grieved at step 3 only. Suspensions of one (1) day may not be grieved.

F. The grievant in a termination case may appeal the decision directly to step three (3) or arbitration.

13.2 Grievance Regulations – Form I

A. If any grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure:

B. In order that grievances are processed as rapidly as possible, the number of days indicated at each step shall be maximum. Every effort should be made to expedite the grievance; however, the time limits may be extended by mutual agreement of the parties.

C. Days shall be counted as working days.

D. A grievance must be presented as a Step 1 grievance to the administration within thirty (30) days of the action, which precipitated the grievance.

E. The grievant(s) or the administration may be represented at all stages of the grievance procedure by a person(s) of his/her choosing.

F. Grievance hearing shall be scheduled to avoid conflict and interference with school and employment schedules.

G. No issue shall become a grievance at Step 1 until the grievant(s) communicates with the person(s) who may be responsible for the alleged grievance. If this

informal communication does not resolve the issue, the grievant(s) may submit a written grievance as indicated in Step 1.

H. The administrator who conducts the Level One hearing shall not be the administrator who was responsible for the decision or action being grieved.

13.3 Grievance Steps

Step 1

If a grievance is not resolved through informal communication, the grievant or the Union will present the grievance in writing to the Director of Operations or designee. Within fifteen (15) days after presentation of the written grievance, the Director of Operations or designee shall give a written answer to the grievant or the Union.

Step 2

If the grievant, or the Union does not agree with the Director of Operations or designee response at Step 1, the grievant(s) or Union may, within fifteen (15) days of receipt of the Director of Operations or designee's response, submit the grievance for review by the Director of Human Resources. The Director of Human Resources or his designee shall give the grievant(s) or the Union a written response within fifteen (15) days after receipt of Step 2 of the grievance.

Step 3

If a satisfactory disposition of the grievance is not reached as a result of the Director of Human Resources or his designee's response to Step 2, the grievant(s) and/or Union shall have the right to appeal the grievance to the Superintendent within fifteen (15) days. The Superintendent, or a designated representative, shall provide the grievant(s) or the Union a written response to the Step 3 grievance within fifteen (15) days of receipt.

Step 4

A. If a satisfactory disposition of the grievance is not reached as a result of the procedure provided in Step 3 of this grievance procedure, the grievant(s) or the Union may appeal the dispute to an impartial arbitrator under, and in accordance with, the rules of the American Arbitration Association. Such appeal must be made within fifteen (15) days from the date of the Superintendent of School's response to Step 3. An Arbitrator will be selected using the alternate strike method with either party capable of requesting a second panel for selection.

B. The powers of the arbitrator shall be limited.

C. The arbitrator shall not add to, subtract from, disregard, alter or modify this Agreement or applicable laws and policies, procedures rules and regulations having the force and effect of law.

D. The arbitrator shall not establish or change salary schedules or establish salaries for any position.

E. The arbitrator's judgment shall be binding on the parties.

F. The fees and expenses of the arbitrator shall be paid by the losing party. Any other expenses resulting from arbitration shall be paid by the party incurring them. Neither party shall be responsible for the expense of witnesses except those who are heard during their regular hours of employment.

13.4 Grievance Forms

A. A grievance must be filed on the form agreed to by the Union and the Board. (A sample of the grievance form is included in the Appendix/Form N.)

B. The form must list the alleged article(s) violated, shall state the contention of the grievant, and shall request the relief.

C. The grievance form shall be available from the Human Resources Department or the Union President.

13.5 Grievance Time Limits

Time limits may be extended, in writing, by mutual agreement of the Board, the grievant(s) or the Union.

13.6 Rights of the Union Members

Miscellaneous:

A. The Union and Administration shall exercise mature discretion in discussing any grievance matters.

B. A grievance may be withdrawn at any level without prejudice.

C. When a grievance is satisfied at Step 1, 2 or 3, the solution shall be reduced to writing and signed by the parties involved.

D. Readily available information necessary to the determination and processing of the grievance shall be made available to parties of interest.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

14.1 Concerns and Conflict Resolution

The Union President or an Operations Department administrator may request a meeting to discuss an issue or concern at any time. Any bargaining unit members involved shall receive paid release for such meeting as needed.

14.2 Merit Incentive Award (MIA) – Form F

A. The Board of Education agrees to enter into a Classified Merit Incentive Award (MIA) with employees of this bargaining unit. This program shall operate according to the guidelines established the Union President and Director of Operations.

B. For the purposes of defining "family" in this program, the contract shall refer to the definition in Article 8.1, Sick Leave as to the definition for "family".

C. The program will continue as long as funds are available.

14.3 Seasonal Help

The District may hire one person in the months of April and May as extended summer help for the purpose of grounds work only. This provision will sunset August 31, 2018.

14.4 Incorporation Clause

All prior items of agreement between the parties or their representatives which are not altered, modified or changed through negotiations shall be incorporated into the current Agreement and remain in full force and effect for the term of that Agreement. Any question of reinstatement of prior items must be by mutual agreement of the parties during the term of the current Agreement.

14.5 Publishing of Master Agreement

The Board agrees to pay the cost of printing and distributing copies of this Agreement within sixty (60) days of the conclusion of negotiations.

14.6 Drug-Free Schools

The Lakewood Board of Education is committed to a drug/alcohol free workplace. It will enforce a policy requiring all employees to refrain from the use, distribution, or possession of illicit drugs or alcohol while on school premises or while working with students under the direction of the Lakewood Board of Education. Employees who fail to comply with this policy may be subject to discipline and/or termination.

The initial disciplinary action may be the completion of an appropriate awareness and/or rehabilitation program approved by the Board as determined by the Superintendent with input from the Chemical Dependency Coordinator and the OAPSE President. Subsequent offenses may result in further discipline and/or termination in accordance with the ORC and/or provisions of this agreement.

14.7 Student Employees – Nutrition Services

The Board shall not employ any students under secondary school or college work-study programs or any state or federally funded work experience program in any position that may directly or indirectly affect the rights of OAPSE or of any member of the bargaining unit. Nor shall anyone so employed receive more salary or hourly wage than a bargaining unit employee called on to perform similar or like work. If a conflict should arise, the bargaining unit employee shall receive the higher salary or hourly wage being provided. Student mentorship programs will be permitted as mutually agreed upon by both Union membership and administration.

14.8 Use of Bargaining Unit Members

After August 1, 2012, should the District have a need to utilize outside contractors not currently contracted for work defined in the job descriptions of OAPSE 134 represented positions, the Board and Union shall meet and confer as to the reasons of such action.

14.9 Forms

All forms currently being used are subject to change and are included as reference only.

14.10 No Smoking on Board Property

Every building, Board-owned vehicles, all school grounds and adjacent sidewalks and tree lawns of any school property in the Lakewood School District shall be completely smoke and tobacco free at all times. Violation of this policy shall result in discipline pursuant to Section 12.2 of this Agreement.

The Superintendent or designee shall develop the necessary rules and regulations to implement this policy.

14.11 Upon the opening of the new Roosevelt, Grant, and Lincoln elementary schools, the head custodians, assistant custodians, and all cafeteria workers in these positions at the transition sites shall return in the same position at their respective schools.

OAPSE 134 SALARY SCHEDULE 2014-2015

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$28,721	$35,733	$36,579	$37,724	$38,718	$39,567	$40,562	$41,311	$42,753	$43,797	$44,643
2	$30,259	$36,579	$37,575	$38,569	$39,567	$40,463	$41,308	$42,056	$43,553	$44,545	$45,438
3	$31,253	$37,677	$38,472	$39,567	$40,614	$41,359	$42,356	$43,200	$44,545	$45,592	$46,483
4	$32,400	$38,618	$39,517	$40,659	$41,659	$42,504	$43,300	$44,195	$45,592	$46,685	$47,480
5	$33,395	$39,716	$40,562	$41,656	$42,753	$43,553	$44,344	$45,408	$46,685	$47,728	$48,473
6	$34,442	$40,663	$41,608	$42,753	$43,797	$44,545	$45,438	$46,286	$47,728	$48,724	$49,470
7	$35,482	$41,608	$42,753	$43,748	$44,843	$45,538	$46,534	$47,281	$48,874	$49,717	$50,416
8	$35,934	$41,906	$43,200	$44,046	$45,191	$45,840	$46,981	$47,578	$49,272	$49,971	$50,712
9	$37,081	$42,852	$44,396	$45,042	$46,237	$46,833	$48,175	$48,576	$50,367	$50,911	$51,660

*** - Listed salaries are based on 2,080 hours per year**

OAPSE 134 SALARY SCHEDULE 2015-2016

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$29,439	$36,626	$37,493	$38,667	$39,686	$40,556	$41,576	$42,344	$43,822	$44,892	$45,759
2	$31,015	$37,493	$38,514	$39,533	$40,556	$41,475	$42,341	$43,107	$44,642	$45,659	$46,574
3	$32,034	$38,619	$39,434	$40,556	$41,629	$42,393	$43,415	$44,280	$45,659	$46,732	$47,645
4	$33,210	$39,583	$40,505	$41,675	$42,700	$43,567	$44,383	$45,300	$46,732	$47,852	$48,667
5	$34,230	$40,709	$41,576	$42,697	$43,822	$44,642	$45,453	$46,543	$47,852	$48,921	$49,685
6	$35,303	$41,680	$42,648	$43,822	$44,892	$45,659	$46,574	$47,443	$48,921	$49,942	$50,707
7	$36,369	$42,648	$43,822	$44,842	$45,964	$46,676	$47,697	$48,463	$50,096	$50,960	$51,676
8	$36,832	$42,954	$44,280	$45,147	$46,321	$46,986	$48,156	$48,767	$50,504	$51,220	$51,980
9	$38,008	$43,923	$45,506	$46,168	$47,393	$48,004	$49,379	$49,790	$51,626	$52,184	$52,952

*** - Listed salaries are based on 2,080 hours per year**

OAPSE 134 SALARY SCHEDULE 2016-2017

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$30,175	$37,542	$38,430	$39,634	$40,678	$41,570	$42,615	$43,403	$44,918	$46,014	$46,903
2	$31,790	$38,430	$39,477	$40,521	$41,570	$42,512	$43,400	$44,185	$45,758	$46,800	$47,738
3	$32,835	$39,584	$40,420	$41,570	$42,670	$43,453	$44,500	$45,387	$46,800	$47,900	$48,836
4	$34,040	$40,573	$41,518	$42,717	$43,768	$44,656	$45,493	$46,433	$47,900	$49,048	$49,884
5	$35,086	$41,727	$42,615	$43,764	$44,918	$45,758	$46,589	$47,707	$49,048	$50,144	$50,927
6	$36,186	$42,722	$43,714	$44,918	$46,014	$46,800	$47,738	$48,629	$50,144	$51,191	$51,975
7	$37,278	$43,714	$44,918	$45,963	$47,113	$47,843	$48,889	$49,675	$51,348	$52,234	$52,968
8	$37,753	$44,028	$45,387	$46,276	$47,479	$48,161	$49,360	$49,986	$51,767	$52,501	$53,280
9	$38,958	$45,021	$46,644	$47,322	$48,578	$49,204	$50,613	$51,035	$52,917	$53,489	$54,276

*** - Listed salaries are based on 2,080 hours per year**

OAPSE 134 SALARY SCHEDULE 2017-2018

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$30,929	$38,481	$39,391	$40,625	$41,695	$42,609	$43,680	$44,488	$46,041	$47,164	$48,076
2	$32,585	$39,391	$40,464	$41,534	$42,609	$43,575	$44,485	$45,290	$46,902	$47,970	$48,931
3	$33,656	$40,574	$41,431	$42,609	$43,737	$44,539	$45,613	$46,522	$47,970	$49,098	$50,057
4	$34,891	$41,587	$42,556	$43,785	$44,862	$45,772	$46,630	$47,594	$49,098	$50,274	$51,131
5	$35,963	$42,770	$43,680	$44,858	$46,041	$46,902	$47,754	$48,900	$50,274	$51,398	$52,200
6	$37,091	$43,790	$44,807	$46,041	$47,164	$47,970	$48,931	$49,845	$51,398	$52,471	$53,274
7	$38,210	$44,807	$46,041	$47,112	$48,291	$49,039	$50,111	$50,917	$52,632	$53,540	$54,292
8	$38,697	$45,129	$46,522	$47,433	$48,666	$49,365	$50,594	$51,236	$53,061	$53,814	$54,612
9	$39,932	$46,147	$47,810	$48,505	$49,792	$50,434	$51,878	$52,311	$54,240	$54,826	$55,633

*** - Listed salaries are based on 2,080 hours per year**

OAPSE 134 SALARY SCHEDULE 2014-2015
Per hour equivalent

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$13.81	$17.18	$17.59	$18.14	$18.61	$19.02	$19.50	$19.86	$20.55	$21.06	$21.46
2	$14.55	$17.59	$18.06	$18.54	$19.02	$19.45	$19.86	$20.22	$20.94	$21.42	$21.85
3	$15.03	$18.11	$18.50	$19.02	$19.53	$19.88	$20.36	$20.77	$21.42	$21.92	$22.35
4	$15.58	$18.57	$19.00	$19.55	$20.03	$20.43	$20.82	$21.25	$21.92	$22.44	$22.83
5	$16.06	$19.09	$19.50	$20.03	$20.55	$20.94	$21.32	$21.83	$22.44	$22.95	$23.30
6	$16.56	$19.55	$20.00	$20.55	$21.06	$21.42	$21.85	$22.25	$22.95	$23.43	$23.78
7	$17.06	$20.00	$20.55	$21.03	$21.56	$21.89	$22.37	$22.73	$23.50	$23.90	$24.24
8	$17.28	$20.15	$20.77	$21.18	$21.73	$22.04	$22.59	$22.87	$23.69	$24.02	$24.38
9	$17.83	$20.60	$21.34	$21.65	$22.23	$22.52	$23.16	$23.35	$24.21	$24.48	$24.84

OAPSE 134 SALARY SCHEDULE 2015-2016
Per hour equivalent

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$14.15	$17.61	$18.03	$18.59	$19.08	$19.50	$19.99	$20.36	$21.07	$21.58	$22.00
2	$14.91	$18.03	$18.52	$19.01	$19.50	$19.94	$20.36	$20.72	$21.46	$21.95	$22.39
3	$15.40	$18.57	$18.96	$19.50	$20.01	$20.38	$20.87	$21.29	$21.95	$22.47	$22.91
4	$15.97	$19.03	$19.47	$20.04	$20.53	$20.95	$21.34	$21.78	$22.47	$23.01	$23.40
5	$16.46	$19.57	$19.99	$20.53	$21.07	$21.46	$21.85	$22.38	$23.01	$23.52	$23.89
6	$16.97	$20.04	$20.50	$21.07	$21.58	$21.95	$22.39	$22.81	$23.52	$24.01	$24.38
7	$17.49	$20.50	$21.07	$21.56	$22.10	$22.44	$22.93	$23.30	$24.08	$24.50	$24.84
8	$17.71	$20.65	$21.29	$21.71	$22.27	$22.59	$23.15	$23.45	$24.28	$24.63	$24.99
9	$18.27	$21.12	$21.88	$22.20	$22.79	$23.08	$23.74	$23.94	$24.82	$25.09	$25.46

OAPSE 134 SALARY SCHEDULE 2016-2017
Per hour equivalent

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$14.51	$18.05	$18.48	$19.05	$19.56	$19.99	$20.49	$20.87	$21.60	$22.12	$22.55
2	$15.28	$18.48	$18.98	$19.48	$19.99	$20.44	$20.87	$21.24	$22.00	$22.50	$22.95
3	$15.79	$19.03	$19.43	$19.99	$20.51	$20.89	$21.39	$21.82	$22.50	$23.03	$23.48
4	$16.37	$19.51	$19.96	$20.54	$21.04	$21.47	$21.87	$22.32	$23.03	$23.58	$23.98
5	$16.87	$20.06	$20.49	$21.04	$21.60	$22.00	$22.40	$22.94	$23.58	$24.11	$24.48
6	$17.40	$20.54	$21.02	$21.60	$22.12	$22.50	$22.95	$23.38	$24.11	$24.61	$24.99
7	$17.92	$21.02	$21.60	$22.10	$22.65	$23.00	$23.50	$23.88	$24.69	$25.11	$25.47
8	$18.15	$21.17	$21.82	$22.25	$22.83	$23.15	$23.73	$24.03	$24.89	$25.24	$25.62
9	$18.73	$21.64	$22.43	$22.75	$23.35	$23.66	$24.33	$24.54	$25.44	$25.72	$26.09

OAPSE 134 SALARY SCHEDULE 2017-2018
Per hour equivalent

STEP	JOB GRADE 1	JOB GRADE 2	JOB GRADE 3	JOB GRADE 4	JOB GRADE 5	JOB GRADE 6	JOB GRADE 7	JOB GRADE 8	JOB GRADE 9	JOB GRADE 10	JOB GRADE 11
1	$14.87	$18.50	$18.94	$19.53	$20.05	$20.49	$21.00	$21.39	$22.14	$22.68	$23.11
2	$15.67	$18.94	$19.45	$19.97	$20.49	$20.95	$21.39	$21.77	$22.55	$23.06	$23.52
3	$16.18	$19.51	$19.92	$20.49	$21.03	$21.41	$21.93	$22.37	$23.06	$23.60	$24.07
4	$16.77	$19.99	$20.46	$21.05	$21.57	$22.01	$22.42	$22.88	$23.60	$24.17	$24.58
5	$17.29	$20.56	$21.00	$21.57	$22.14	$22.55	$22.96	$23.51	$24.17	$24.71	$25.10
6	$17.83	$21.05	$21.54	$22.14	$22.68	$23.06	$23.52	$23.96	$24.71	$25.23	$25.61
7	$18.37	$21.54	$22.14	$22.65	$23.22	$23.58	$24.09	$24.48	$25.30	$25.74	$26.10
8	$18.60	$21.70	$22.37	$22.80	$23.40	$23.73	$24.32	$24.63	$25.51	$25.87	$26.26
9	$19.20	$22.19	$22.99	$23.32	$23.94	$24.25	$24.94	$25.15	$26.08	$26.36	$26.75

NUTRITION SERVICES SALARY SCHEDULE 2014-2015

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CAFETERIA WORKER	$10.89	$11.09	$11.26	$11.47	$11.67	$11.90	$12.06	$12.30	$12.45

NUTRITION SERVICES SALARY SCHEDULE 2015-2016

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CAFETERIA WORKER	$11.16	$11.37	$11.54	$11.76	$11.96	$12.20	$12.36	$12.61	$12.76

NUTRITION SERVICES SALARY SCHEDULE 2016-2017

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CAFETERIA WORKER	$11.44	$11.65	$11.83	$12.05	$12.26	$12.51	$12.67	$12.93	$13.08

NUTRITION SERVICES SALARY SCHEDULE 2017-2018

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CAFETERIA WORKER	$11.73	$11.94	$12.13	$12.35	$12.57	$12.82	$12.99	$13.25	$13.41

LAKEWOOD CITY SCHOOLS DECLARATION OF DOMESTIC PARTNERSHIP

(RETURN THIS ENTIRE FORM TO HUMAN RESOURCES)

I. DECLARATION

We, _____ and, _____,
(employee—print name) (domestic partner—print name)

each certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ___/___/___.
2. We are each other's sole domestic partner, and we intend to remain so indefinitely.
3. Neither of us is married to or legally separated from anyone else.
4. We are both at least 18 years of age and mentally competent to consent to contract.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
6. We cohabit and reside together in the same residence and intend to do so indefinitely.
7. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by:

   ___ Proof of marriage from a state that recognizes same-sex marriage

   OR at least three of the following (please check appropriate items):

   ___ Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
   ___ Common ownership of a motor vehicle
   ___ Driver's license listing a common address
   ___ Proof of joint bank accounts or credit accounts
   ___ Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will
   ___ Assignment of a durable property power of attorney or health care power of attorney

8. We are not in this relationship solely for the purpose of obtaining benefits coverage.

III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of the domestic partner signing below are eligible for coverage when they are:

- unmarried
- dependent on the employee for support, and
- meet the age/school and all eligibility requirements of the plan of benefits.

IV. CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the Lakewood City School District by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the Lakewood City School District within 31 days of such change.

2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

V. ACKNOWLEDGMENTS

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify the Lakewood City School District of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify the Lakewood City School District, of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.

2. We have provided the information in this Declaration for use by the Lakewood City School District for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that the Lakewood City School District is not legally required to extend any such benefits. We understand that this information provided in this Declaration will be treated as confidential by the Lakewood City School District but will be subject to disclosure: a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.

3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration, we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

_____ ___/___/__ ___/___/___
Employee Signature DOB Date

_____ ___/___/__ ___/___/___
Domestic Partner Signature DOB Date

_____

_____
Employee and Domestic Partner Address

STATE OF _____ }
} ss.
COUNTY OF _____ }

SWORN TO AND SUBSCRIBED in my presence by _____ (employee name) and _____ (domestic partner name) on this _____ day of _____, 20 ___.

_____

LAKEWOOD CITY SCHOOLS DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ (employee-print name), certify and declare that _____(former domestic partner-print name) and I are no longer domestic partners as of ___/___/___. I understand that insurance coverage for this individual will terminate on this date.

1. I make and file this Declaration of Termination in order to cancel the Declaration of Domestic Partnership filed by me with the Lakewood City School District on ___/___/___.

2. Termination of the Declaration of Domestic Partnership is due to:

   __ Termination of domestic partnership or divorce
   __ Change of residence
   __ Marriage to another person
   __ No longer jointly responsible for each other's common welfare and living expenses
   __ Death of domestic partner

I understand that another Declaration of Domestic Partnership cannot be filed until six (6) months from the date the relationship ends (as indicated above).

In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

_____

_____
(former domestic partner's new address).

I affirm, under penalty of perjury, that the above statements are true and correct.

_____ ___/___/___
Signature of Employee Date

STATE OF _____ }
} ss.
COUNTY OF _____ }

SWORN TO AND SUBSCRIBED in my presence by _____ (employee name) on this _____ day of _____, 20 ___.

_____
Notary Public

	LAKEWOOD CITY SCHOOLS Option 1 SuperMed Plus – Non Grandfathered	
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Removal End of Birth Month	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$100 / $200	$200 / $400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$250 / $500	$500 / $1,000
Physician/Office Services		
Office Visit (Illness/Injury) [2]	$20 copay, then 100%	$20 copay, then 70%
Urgent Care Facility Services[2]	$20 copay, then 100%	$20 copay, then 70%
All Immunizations	100%	70% after deductible
Preventative Services		
Preventative Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	70% after deductible
Routine vision Exams – including Refraction (Age 21 and over)	100%	70% after deductible
Routine Hearing Exam (Age 21 and over)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test & Associated Office Visit	100%	70% after deductible
Routine Lab, X-Ray and Medical Testing (All Ages)	100%	70% after deductible
Routine Endoscopic Services (All Ages)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical/Occupational - Facility and Professional (60 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (30 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[4]	$50 copay, then 100%	
Non-Emergency use of an Emergency Room[4,5]	$50 copay, then 100%	$50 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 days per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail – up to 31 Day Supply	$5 Generic / $20 Formulary Brand / $35 Non- Formulary Brand. Includes Step Therapy, Quantity Management and Prior Authorization (Coverage Management).	
Mail Order – up to 90 Day Supply	$10 Generic / $40 Formulary Brand / $700 Non- Formulary Brand. Includes Step Therapy, Quantity Management and Prior Authorization (Coverage Management).	

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

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

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

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

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

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

[1]Maximum family deductible. Member deductible is the same as single deductible. 3 month carry over.
[2]The office visit copay applies to the cost of the office visit only.
[3]Preventive Services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[4]Copay waived if admitted.
[5]The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

SHC – Minimum Value Plan
SuperMed Plus
(Non-Grandfathered)
Effective 10/1/2014

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26; Removal End of the Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	2 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$6,350 / $12,700	$12,700 / $25,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$0	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury) PCP or Specialist	100% after deductible	70% after deductible
Urgent Care Office Visit[2]	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	70% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21and over)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21; 31 visits per lifetime)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Labs & X-Rays	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

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

[1]Maximum family deductible. Member deductible is the same as single deductible.

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

Lakewood City School District
Local 134 Application for Absence/Request for Leave

Instructions: This form is used to record all employee absences. Submit the form to your immediate supervisor for approval. Please refer to the appropriate sections of the contract for explanation of leaves. If reimbursement is needed for scheduled absence you must fill out the Scheduled Absence and Expense Report on the back. One form per absence unless days are consecutive. Unpaid leaves of any kind must be requested in advance in writing to the Superintendent or designee.

Name: _____ Date _____

Building: _____ Assignment: _____

Dates of Absence/Leave: _____ Total days absent _____
(Whole plus any ¼ day or ½ increments)

This form must be submitted with payroll period following return to work.

Paid Leaves

_____ A. Personal illness or injury

_____ B. Illness or injury in immediate family whose relationship to me is: _____

_____ C. Family death

_____ Immediate family whose relationship to me is _____

_____ Other person whose relationship to me is _____

_____ D. Jury Duty/Court Duty (attach copy of summons/subpoena)

_____ E. Assault Leave – A police report has been filed with _____. Report _____

_____ F. Vacation (12 Month employees only)

_____ G. Scheduled Absence (Fill out Scheduled Absence and Expense Report on back for expenses.)

_____ H. Essential Business

_____ _____
Employee Signature Date

Approved Yes -- No
(circle one)

_____ _____
Building/Department Administrator Date

If building/department administrator does not approve this application, employee has the right to appeal decision to the Superintendent or designee.

Effective September 2012
FORM A

(Back)

Lakewood City School District
Classified Scheduled Absence and Expense Report

Directions: An estimate of the expenses on this form must be submitted to the applicant's supervisor not less than two weeks before the date of the event. After approval, your immediate supervisor will initiate a purchase order. Resubmit this form within two weeks of this event/activity with the actual costs column completed and with your receipts attached for reimbursement.

Name: _____ Date Submitted: _____
Building: _____ Position/Job Title: _____
Type of Meeting: _____
Meeting Dates: From _____ to _____
Location: _____
Substitute Needed: Yes _____ Number of days _____ No _____

Expense Description	**Estimated Cost**	**Prepaid** (Yes or No)	**Actual Cost** (Attach receipts after event)
Total mileage Miles x IRS rate			
Registration			
Parking and tolls			
Auto rental			
Cab-bus fare			
Air-rail fare			
Lodging			
Food			
Other			
	Total		Total

Requisition No.	**Account Number** **Charge to: Xref Fnd Func Obj Scc Sub Opu**	**Amount Approved**

Signature of Applicant: _____ Date _____

Building/Dept. Administrator _____ Date _____

Approved By: _____ Date _____
Budget Source

FOR OFFICE USE ONLY

Original Returned	Computer Entered	Sent to Accounting

8/08

Processing of Form A

For All Leaves Except Unpaid and Scheduled Absence:

Employee

to

Immediate Supervisor

to

Payroll

For Scheduled Absence – No Reimbursement Requested:

Employee

to

Immediate Supervisor

to

Employee

For Scheduled Absence – Reimbursement Requested:

Employee

to

Immediate Supervisor

to

Treasurer's office (budget source)

to

Employee

Following Scheduled Absence:

Employee

to

Immediate Supervisor

to

Treasurer's office for payment

Rev. 8/12

GUIDELINES FOR EXPENSE REIMBURSEMENT

These costs must reflect your "out-of-pocket" expenses. For example, if the registration is prepaid by the Board of Education, DO NOT include it with your request for reimbursement. Approved expenses will be reimbursed according to administrative guidelines in effect at the time of the in-service activity. Copies of receipts/checks are not acceptable. The ORIGINAL must accompany the expense voucher. It is understood that cancelled checks may not be available within the two weeks time period.

A. TRAVEL

-Maximum reimbursement is $300.00
-Mileage will be paid at the IRS rate/mile, measured from Lakewood.
-Receipts are necessary for parking, tolls, taxi, etc.
-Only actual gasoline costs reimbursed if a Board vehicle is used.

B. LODGING AND MEALS

-Individual, original receipts are required for all expenses - hotel/motel bills must indicate payment has been made, not a balance due.
-Lodging amount may include room tax, but not phone calls, valet service, movies, etc., single rate only (IF ROOM WAS SHARED, PLEASE NOTE WITH WHOM: SPOUSE, OTHER LAKEWOOD EMPLOYEE, OR TEACHER FROM ANOTHER DISTRICT).
-No meal reimbursement will be made for local meeting when the day is not significantly extended, unless it is included in the registration cost.
-$40.00 per day allowance for meals (tip and alcoholic beverages not included).

C. REGISTRATION

-Individual receipts are required.
-Generally, non-members of a professional organization will be reimbursed at "member rate."
-No reimbursement for meeting events which are primarily social events or general interest tour or activities.

FORM B

LAKEWOOD CITY SCHOOL DISTRICT
Lakewood, Ohio

REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE

(This form is to be used by employees who are required to make use of their own automobile for Board of Education business. Mileage allowed shall be only from where you report to work in Lakewood – not to or from your home.)

NAME _____

SCHOOL _____

DATE _____

SCHOOL YEAR _____

(Send to Supervisor by the last work day of each month and at other times as approved by your Supervisor.)

INSTRUCTIONS:
1.) Complete ALL information on each line.
2.) Complete ONE LINE for EACH DESTINATION.
3.) Failure to follow 1 & 2 will delay processing of this document.

DATE	FROM	TO	MILEAGE	ONE WAY	RD. TRIP	PURPOSE	PERSON CONTACTED	S*

Total Mileage _____

* Check here if person contacted was a student.

The above is true and correct to the best of my knowledge.

Approved by: _____
Supervisor

_____
Signature of Applicant

_____
Date

_____
Date

FORM C

THE LAKEWOOD PUBLIC SCHOOLS

EMPLOYEE EVALUATION REPORT

Name _____ Job Title _____

Date Hired _____ 90 Day Date _____ Location _____

Supervisor: The employee named on this report will complete the period of service indicated below. Upon completion, each evaluation should be discussed with the employee so that the employee is aware of progress. Items that indicate unsatisfactory or improvement needed should include corrective comments.

Evaluation Period: (Please check) 30 days _____ 45 days _____ 60 days _____ 75 days _____ 90 days _____

Year 1 _____ Year 2 _____ Year 3 _____ Other _____

Check in Proper Column

	Unsatisfactory	Improvement Needed	Satisfactory	Good	Very Good	Outstanding
1. Quality of Work – Accuracy, completeness, thoroughness, neatness of work.						
2. Quantity of Work – Amount of work done.						
3. Knowledge – Methods, materials, objectives & other fundamental information – Skill.						
4. Learning Ability – Speed & thoroughness in learning procedures, rules & other details – Alertness, Perseverance.						
5. Work Habits – Organization of work, care of equipment, safety.						
6. Relationship with People – Ability to get along with teachers, students and others of the staff.						
7. Dependability – Degree to which employee can be relied upon to complete job without supervision.						
8. Attendance – Frequency and nature of absences and tardiness.						
9. Attitude – Interest in work, willingness to meet job requirements & accept suggestions, loyalty to organization – Employee's conduct.						
10. Personal Fitness – Physical capacity, appearance, personal habits.						
11. Judgment – Soundness of decisions – Common sense.						

Signing is merely acknowledgment of having seen the above. It does not indicate agreement or disagreement.

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

FORM D

THE PUBLIC SCHOOLS – LAKEWOOD, OHIO
APPLICATION – STAFF DEVELOPMENT CREDIT

pre-approval copy - white
employee final copy - yellow
file copy - pink

Name _____ Date _____

Position _____ School or Department _____

Describe the one specific Staff Development course, workshop or other educational experience for which you desire approval and for which you will receive additional salary credit when approved and successfully completed:

_____

_____

Pre-approval will be considered by the Staff Development Committee. Applications are due by October 15 and February 28 in order to receive an increase in salary on September 1 or February 1 respectively.

At what college, institution or agency will you complete this course or activity?

_____

Date the planned course is to begin: _____ Date to be completed: _____

Planned course is worth: _____ semester hours, _____ quarter hours,

_____ continuing education units or _____ classroom hours

Please indicate the relationship of this course or activity to your Lakewood Schools assignment and attach descriptive brochure or description of the course or workshop.

_____

_____

(Continue on back of sheet if necessary)

Approval – One Course or Activity

Pre-approval _____ _____ Date _____
SDU Committee

Credit Verified _____ _____ Date _____
SDU Committee

Final Approved _____ _____ Date _____
Superintendent or designee

Credit will be recorded upon submission of evidence that the approved Staff Development course or activity has been completed satisfactorily. An increase in salary will be given effective September 1 or February 1 each year, after Board approval.

SDU(s) completed as this time: _____

Recorded: Date _____ By _____

Accumulative Staff Development Unit Total to Date: _____

10/88

FORM E

LAKEWOOD CITY SCHOOLS

STAFF DEVELOPMENT REPORTING FORM

THIS FORM IS TO BE COMPLETED BY CLASS/COURSE INSTRUCTOR

TO WHOM IT MAY CONCERN:

This is to verify that _____ has successfully completed one of the following:

(Select only one category)

_____ Semester hours of credit

_____ Quarter hours of credit

_____ Continuing education credit (CEU)

_____ Clock hours (the actual hours of class attendance)
Deduct for any absences.

Course/Seminar Name: _____

Sponsored by: _____

Location: _____

_____
Instructor Signature

Date _____

LAKEWOOD CITY SCHOOLS

MERIT INCENTIVE ATTENDANCE (MIA) PROGRAM

Any member of the bargaining unit having an exemplary attendance record during his/her contract year (based on non-use of sick leave, essential leave days, dock days, or suspension days) will be provided a Merit Incentive for Attendance Award based on the following: Exception: Spouse/Child/Parent Death

Perfect attendance:

	9 months	10 months	Greater than 10 months
A. Full Time 7-1/2 hours	$150	$175	$400
B. Half time 3-3/4 hrs to 7-1/2 hrs	70	$80	$110
C. Part Time less than 3-3/4 hrs	30	$35	$50

Excellent attendance:	9 months	10 months	Greater than 10 months
no more than -	one day's absence	one day's absence	three day's absence
A. Full time	$95	$105	$130
B. Half time	$50	$55	$70
C. Part time	$30	$35	$45

Said incentive award shall be made in a lump sum payment to those eligible for same within thirty (30) calendar days following Board Approval.

EMPLOYEES COVERED BY OAPSE LOCAL 134

9-month employees may receive ½ of stipend and/or days off at end of first semester
12-month employees may receive ½ stipend and/or days off at the end of February.

Procedures listed above must be followed.

FORM I

LAKEWOOD CITY SCHOOLS

Step 1 – yellow
Step 2 – pink
Step 3 – blue

OAPSE LOCAL #134
INITIATION OF GRIEVANCE

Date Grievance Occurred_____

Name of Grievant_____

Building/Department_____Assignment_____

Date of Informal Meeting_____

STATEMENT OF GRIEVANCE_____

_____

_____

_____

The Grievance involves the following section(s) of the Agreement:_____

_____

RELIEF REQUESTED:_____

_____

_____

_____
Signature of Grievant

Date:_____

RESULTS OF CONFERENCE

From:_____ Date:_____

To:_____ Date Conference Held:_____

_____

_____

_____

FORM J

U.S. Department of Labor

Bureau of Labor Statistics
Supplementary Record of
Occupational Injuries and Illnesses

This form is required by Public Law 91-506 and must be kept in the establishment for 5 *years*. Failure to maintain can result in the issuance of citations and assessment of penalties.	Case or File No.	Form Approved O.M.B. No. 1220 0029

Employer

1. Name
2. Mail address (*No. and street, city or town, State, and zip code*)
3. Location, if different from mail address

Injured or Ill Employee

4. Name (*First, middle, and last*) | Social Security No.
5. Home Address (*No. and street, city or town, State, and zip code*)
6. Age | 7. Sex: (*Check one*) Male ❑ Female ❑
8. Occupation (*Enter regular job title, not the specific activity he was performing at time of injury.*)
9. Department (*Enter name of department or division in which the injured person is regularly employed, even though he may have been temporarily working in another department at the time of injury.*)

The Accident or Exposure to Occupational Illness

If accident or exposure occurred on employer's premises, give address of plant or establishment in which it occurred. Do not indicate department or division within the plant or establishment. If accident occurred outside employer's premises at an identifiable address, give that address. If it occurred on a public highway or at any other place which cannot be identified by number and street, please provide place references locating the place of injury as accurately as possible.

10. Place of accident or exposure (*No. and street, city or town, State, and zip code*)
11. Was place of accident or exposure on employer's premises? Yes ❑ No ❑
12. What was the employee doing when injured? (*Be specific. If he was using tools or equipment or handling material, name them and tell what he was doing with them.*)
13. How did the accident occur? (*Describe fully the events which resulted in the injury or occupational illness. Tell) what happened. Name any objects or substances involved and tell how they were involved. Give full details on all factors which led or contributed to the accident. Use separate sheet for additional space.*)

Occupational Injury or Occupational Illness

14. Describe the injury or illness in detail and indicate the part of body affected. (*E.g., amputation of right index finger at second joint; fracture of ribs; lead poisoning; dermatitis of left hand, etc.*)
15. Name the object or substance which directly injured the employee. (*For example, the machine or thing he struck against or which struck him; the vapor or poison he inhaled or swallowed; the chemical or radiation which irritated his skin; or in cases or strains, hernias, etc., the thing he was lifting, pulling, etc.*)
16. Date of injury or initial diagnosis of occupational illness | 17. Did employee die? (*Check one*) Yes ❑ No ❑

Other

18. Name and address of physician
19. If hospitalized, name and address of hospital

Date of Report	Prepared by	Official position

OSHA No. 101 (Feb. 1981)

FORM K

LAKEWOOD CITY SCHOOLS

APPLICATION TO USE SICK LEAVE POOL

I _____ wish to apply for _____ days of sick leave from the Lakewood Schools Sick Leave Pool.

I will need days from the sick leave pool because _____

_____

_____

_____

_____

I understand that any sick leave that accumulates during my absence will be deducted before days from the pool will be used.

_____
Signature

_____
Date

This form must be forward to the Superintendent or designee will review the application with the Bargaining Unit President.

(Application forms will remain confidential. Please send directly to the Superintendent or designee in an envelope marked "confidential".)

FORM L

LAKEWOOD CITY SCHOOLS

SICK LEAVE DONATION

I _____ wish to donate _____ (up to eight days) day of sick leave to the Lakewood Schools Sick Leave Pool.

I understand that I will be notified of the deduction when it is made.

_____
Signature

_____
Date

This form should be sent directly to the Bargaining Unit President who will forward needed days in the order received. Any day(s) not forwarded to the Board in this case will be returned to the employee who donated the day(s).

NOTIFICATION OF USE OF SICK LEAVE

_____
Donating Employee's Name

The sick leave day that you donated has been used. Thank you very much for your concern for your colleague in need.

_____
Signature of Bargaining Unit President

_____
Date

FMLA Form M

HEALTH CARE PROVIDER'S CERTIFICATION FOR
EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Lakewood City School District. Employee is employed as a _____ (name of position). Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date).

(Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts: (attached separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of her/his position.

The Employee will continue to be under my care for treatment, and I will give Lakewood City Schools District a monthly update in writing on the Employee's condition.

_____
Health Care Provider (Please print of type)

_____
Signature

_____
Telephone Number Date

Return this form to:

Superintendent or designee
Lakewood Board of Education
1470 Warren Road
Lakewood, OH 44107

FMLA Form N

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Lakewood City School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts: (attached separate sheet if necessary).

The Employee will have to care for her/his relative until _____ (Date). (Indicate whether actual __ _____ or estimated _____).

_____
Health Care Provider (Please print of type)

_____
Signature

_____
Telephone Number Date

Return this form to:

Superintendent or designee
Lakewood Board of Education
1470 Warren Road
Lakewood, OH 44107

FMLA Form O

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Lakewood City School District. Please complete the information outlined below so that the employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of the treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary)

_____
Health Care Provider (Please print of type)

_____
Signature

_____
Telephone Number Date

Return this form to:

Superintendent or designee
Lakewood Board of Education
1470 Warren Road
Lakewood, OH 44107

FMLA Form P

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Lakewood City School District.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

_____
Health Care Provider (Please print of type)

_____
Signature

_____
Telephone Number Date

Return this form to:

Superintendent or designee
Lakewood Board of Education
1470 Warren Road
Lakewood, OH 44107