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**OAPSE
AFSCME**

**LIMA
CITY
SCHOOLS**

AGREEMENT

BETWEEN

THE LIMA CITY BOARD OF EDUCATION

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCALS 137, 306 & 443

JULY 1, 2015 - JUNE 30, 2016

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ARTICLE I - PREAMBLE

The Board of Education of the Lima City School District hereby adopts the following Agreement covering recognition of the Ohio Association of Public School Employees Locals #137, 306 and 443, and the methods by which negotiations shall take place with said Union.

Equal Employment and Opportunities

Employment practices in the Lima City School District shall be in accordance with federal and state laws, specifically Title VI and VII (Civil Rights Act of 1964), Equal Pay Act of 1963, Title IX (Education Amendments of 1972), and Section 504 of the Rehabilitation Act of 1973, and all such practices, consistent with the total educational program and employment opportunities without regard to race, color, creed, national origin, sex, or handicap as defined by these laws; all employment applications and notices shall carry the label, "An Equal Opportunity Employer M/F/Handicapped."

ARTICLE II - RECOGNITION

The Board of Education of the Lima City School District, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, Locals No. 137, 306 and 443, as the sole and exclusive bargaining representative for all employees now employed in the following units:

1. Maintenance and Custodial Staff
2. Paraprofessionals, Bus Paraprofessionals and Clerical Workers
3. Secretarial and Clerical Staff
4. Food Service Personnel
5. Bus Drivers
6. Campus Protection Officers

For the purpose of bidding, layoff and recall, the following categories of Paraprofessionals shall be considered separate and distinct classifications:

1. Instructional Support
2. Severe Behavioral Handicap Paraprofessionals, Multiple Handicap Paraprofessionals and Orthopedic Handicap Paraprofessionals
3. Vocational and Special Funded Paraprofessionals
4. Bus Paraprofessionals

SECRETARIAL/CLERICAL

Administrative Assistant Executive Secretary Secretary
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Library Office Clerk Library Clerk

Category 4 Paraprofessionals Category 2 Paraprofessionals Category 3 Paraprofessionals Category 1 Paraprofessionals
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Occupational Therapy Assistant
Physical Therapy Assistant

EMIS Coordinator

Network Specialist

FOOD SERVICE

Manager – High School
Manager
Head Cook
Cook

CUSTODIAL MAINTENANCE

Licensed Trades
Utility Repair
Delivery Repair
Head Custodian
Custodian/Fireman
Custodian

Bus Driver

Campus Protection Officers

Specifically excluded from the bargaining unit are the following positions:

1. Treasurer and Assistant Treasurer
2. Executive Secretary to Superintendent
3. Secretary to the Assistant Superintendent for Business Affairs
4. Supervisor of Payroll
5. Supervisor of Accounting
6. Substitutes
7. Supervisor of Custodial Services and Transportation
8. Supervisor of Plant Operations
9. Director of Food Services
10. All other confidential, supervisory and management level employees as defined in Section 4117.01 of the Ohio Revised Code.

The recognition shall remain in effect for the term of the contract.

ARTICLE III - DEFINITIONS

“Union” means the OAPSE/AFSCME Locals 137, 306, 443, and its affiliated organizations, which is the exclusive bargaining agent for the bargaining unit.

“OAPSE Local” means OAPSE Locals #137, #306, #443.

“OAPSE” means Ohio Association of Public School Employees.

"AFSCME" means American Federation of State, County and Municipal Employees, AFL-CIO.

"Employee" means a person who is a member of the bargaining unit as defined in Article II, Recognition.

"Classified Staff" means the members of the bargaining unit.

"Days" means calendar days except when otherwise indicated in this agreement.

"Board" means the Board of Education of the Lima City School District/Superintendent/or designee or their representative that is a party to this agreement.

"Immediate Supervisor" means the supervisor to whom the employee directly reports.

"District" means the Lima City School District.

"Employer" means the Board of Education.

ARTICLE IV - MANAGEMENT RIGHTS

The Board has the responsibility and shall exercise at all times, its exclusive authority to manage and direct in behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, rules and regulations as it may deem necessary shall be limited only by the specific and express terms of this Agreement as entered in the Board minutes with the organization representing the negotiating unit.

ARTICLE V – PROFESSIONAL DEVELOPMENT

- A. Any additional training that the Board deems necessary for an employee's job performance and subsequently offers to employees, the selected employees will be required to attend. Said employees will be compensated for their expenses, as per the negotiated agreement, and will be paid at their regular rate of pay for the regular work hours.
- B. No employee may request vacation or personal leave for any day which has already been scheduled as an in-service day and of which the bargaining unit members have been notified or for any day on which an administrative meeting has already been scheduled and notification given.

ARTICLE VI – UNION RIGHTS

The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Lima City School system. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations are promulgated by the Department of Education in accordance with such statute, unless the parties have agreed to modify such statutory provisions. The Board cannot reduce its legal responsibilities under this Agreement unless agreed to by the Union.

This recognition constitutes an agreement between the Board and the Union to attempt to reach mutual understanding regarding matters related to the wages, hours, terms and other conditions of employment for members of the bargaining unit.

A. Principles

1. The Board shall grant the sole and exclusive representative such rights necessary to provide for proper representation of the classified staff including:
 - a. Board of Education agenda and minutes of each Board of Education official meeting.
 - b. Organizational use of building bulletin boards that are assigned for classified purposes.

B. District Association Team

Union representatives on this committee shall consist of the Presidents of Locals 137, 306 and 443. The purpose of the committee shall be to assist in the process of open communications between both parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussion held by the committee shall not be construed as negotiations or as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the negotiated agreement.

C. Union Meetings

The local Union may use selected Board buildings and grounds for regular meetings by securing proper advance approval from the Superintendent/or designee.

D. Release Time

The Board agrees to permit the president of each Ohio Association of Public School Employees Local (No. 137, 306, and 443) up to four (4) hours per month to conduct union business. Release time shall not be accumulative.

This time may include, but is not limited to: investigating complaints, processing grievances and visiting work sites. Release time shall require three (3) days notice of the requested leave and return times for the specific date. Release time shall be permitted only with the prior consent of the Superintendent/or designee and must be recorded as release time on the District's absence report form. Release time for any particular date may be denied with the understanding that the denial will be based on legitimate scheduling concerns only.

Release time shall not interfere with the regular duties of the presidents or any other employee. However, if necessary, the president of each local may be required by his/her immediate supervisor to complete the assigned work at the end of the school day. The Union shall be responsible for any such additional compensation or substitution necessary to complete the Board-assigned tasks and duties.

E. Right to Join or Not to Join

It is further realized that classified staff has the right to join, participate in, and assist the Union, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee nor is the payment of such dues, fees, or assessments.

F. Job Description Manuals

Updated job description manuals for classified job descriptions shall be kept on file in the district and given upon request.

G. Dependent Children Attendance

Any dependent children of any member of the bargaining unit may attend the Lima City Schools tuition free as provided by Ohio Revised Code 3313.64. However, a dependent of a bargaining unit member requiring special education or related services shall be admitted to Lima City Schools on a tuition-free basis only if the district of residence of that pupil first agrees to reimburse Lima City Schools for any and all costs of special education and/or related services which exceed the per-pupil cost for Lima City Schools from the prior school year.

H. Occupational Safety and Health

1. Before exercising his/her right under R.C. 4167.06, an employee must contact his/her immediate supervisor, principal or Superintendent/or designee and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph 3 (a-c) below.
2. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit or other means of challenge. If the alleged discrimination is in connection with a non-renewal, any claim of discrimination under R.C. 4167 shall be raised only in the challenge to the non-renewal pursuant to R.C. 3319.11.
3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations internally. Accordingly, neither the labor union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:
 - a. An employee or labor union representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal within three (3) workdays of the occurrence of the alleged violation.
 - b. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or labor union must file a formal complaint with the Assistant Superintendent/or designee within two workdays after his conference with the immediate supervisor or principal. The Assistant Superintendent/or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Assistant Superintendent/or designee will respond to the complaint within three (3) workdays.
 - c. If the assistant Superintendent/or designee does not resolve the alleged violation to the satisfaction of the employee, the employer or labor union may appeal the complaint to the Superintendent/or designee by filing a written appeal with him within two workdays of the Superintendent/or designee's response. If the Superintendent/or designee does not respond by his deadline, then the employee or labor union may file their appeal within two workdays of that deadline. The Superintendent or his designee shall meet with the employee or labor union representative in an attempt to resolve the alleged violation. Within five (5) workdays after the conference, the Superintendent/or designee shall provide his written response to the alleged violation.

ARTICLE VII - PERSONNEL RECORDS

A. Information Placed in Personnel File

When a principal, administrator or supervisor finds it necessary to make an adverse notation in an employee's file, the employee shall:

1. Read such a notation and affix a signature indicating they have read the notation, but not necessarily agreeing to it.
2. Have the right to answer such a notation in writing and the answer shall be attached to the file copy.

B. Examination of Personnel File

Employees shall have the right to examine their individual personnel file in the Personnel Office and may file written explanations to any derogatory statements that must remain on file as long as derogatory statements are on file.

C. Material Prohibited in Personnel File

Anonymous letters or materials shall not be placed in employee's file.

D. Removal of Material from Personnel File

Materials may be removed from an individual's file by consent of the Superintendent/or designee or when it is sustained by a grievance procedure.

E. Copy of Information in Personnel File

A member shall be entitled to a copy, at personal expense, of any materials in the private personnel file except for materials originally supplied to the administration as confidential previous to employment.

F. Discipline Documentation

Documentation pertaining to past discipline will be purged from an employee's personnel file at the employee's request and in accordance with law based on the following schedule:

Verbal Reprimands	12 Months
Written Reprimands	18 Months
Suspension Documentation	24 Months
Termination Documentation	Permanent

The date of discipline will be the date used to determine when an item can be removed. Purging only will occur if there has been no intervening discipline.

ARTICLE VIII - WORKING HOURS

Summer hours will begin the week after the students' last day of classes and end two weeks prior to the students return to classes. During the week of July 4th, hours will revert to an 8 hour day plus an unpaid

one half-hour lunch (6:30 a.m. – 3:00 p.m.) for maintenance/custodial and a 7 hour day plus an unpaid one half-hour lunch (7:30 a.m. – 3:00 p.m.) for secretarial employees.

The work calendar for the twelve-month employees shall be prepared by the Superintendent/or designee at the start of the school year and sent to the employees affected.

A. Regular Work Day for Maintenance and Custodians

The start times set forth below may be adjusted up to one (1) hour. Any additional adjustment will be by mutual agreement.

1. Maintenance:

- a. The day shift workday shall consist of eight (8) hours beginning at 6:30 a.m. plus an unpaid one half-hour lunch.
- b. The night shift workday shall consist of eight (8) hours beginning at 3:00 p.m. plus an unpaid one half-hour lunch.

2. Custodian (8 hour):

- a. The day shift workday shall consist of eight (8) hours beginning at 6:30 a.m. plus a one-half hour paid lunch. Custodian-firemen must remain in the building.
- b. Mid-day Custodian: The workday shall consist of eight (8) hours, beginning at 10:00 a.m. with a one-half hour paid lunch. The custodian must remain in the building. Each custodian will be allowed no more than two 15-minute break periods that should be taken between 12:00-12:30 p.m. and between 4:00-4:30 p.m.
- c. Night Custodian-Fireman (secondary): The workday shall consist of eight (8) hours beginning at 2:30 p.m. plus a one-half hour paid lunch when school is in session.
- d. The night custodian workday shall consist of eight (8) hours beginning at 2:30 p.m. for elementary buildings and 3:30 p.m. for secondary buildings with a one-half hour paid lunch. Custodians must remain in the building. Each custodian will be allowed no more than two 15-minute break periods, which should be taken between 5:00-5:30 p.m. and between 8:30-9:00 p.m.
- e. Each custodian will be allowed no more than two 15-minute break periods between 8:30 and 9:00 a.m. and between 1:30 and 2:00 p.m. This shall apply all year.
- f. Summer Work Week: Custodians shall work four 10-hour days Monday through Thursday beginning at 5:30 a.m. with a one-hour unpaid lunch, which will begin at the employee's selected time of 10:30 or 11:30 a.m. The selected option shall remain in effect for the duration of the summer. The supervisor must approve any change. Lunch breaks must remain consistent throughout the summer and building coverage must be adequate.
- g. During Christmas break, spring break and Friday of Parent/Teacher Conference week(s), the work hours for custodians shall be 6:00 a.m. – 3:00 p.m. with a one (1) hour unpaid lunch.

3. Custodian (4 hour):
 - a. The workday shall begin at 2:30 p.m.
 - b. Summer Work Week: Custodians shall work four 5-hour days Monday through Thursday beginning at 5:30 a.m.
 - c. Each custodian will be allowed no more than one 15-minute break period between 4:30 and 5:00 p.m. during the school year and between 8:30 and 9:00 p.m. during the summer.
5. Educational Center/District Custodian (8 hours):
 - a. The workday shall consist of eight (8) hours with an unpaid one-half hour lunch.
6. Campus Protection Officers:
 - a. The workday shall consist of eight (8) hours and begin at 7:30 a.m. with an unpaid one-half hour lunch.

B. Regular Work Day for Secretarial and Clerical Employees

1. Library Clerks - The workday shall consist of seven (7) hours per day, plus an unpaid one-half hour for lunch.
2. Library Office Clerk - The workday shall consist of eight (8) hours, plus an unpaid one-half hour for lunch.
3. Secretaries - The school year workday shall consist of seven and one-half (7-1/2) hours, plus an unpaid one-hour for lunch.

Summer schedules shall be as follows:

Secretaries shall work four 8-3/4 hour days, Monday through Thursday, beginning at 6:45 a.m. with either a one-hour or half-hour unpaid lunch or beginning at 7:15 a.m. with a half-hour unpaid lunch.

4. When parent/teacher conference days are held on the same day District-wide, the Education Center and Central Services secretaries must work an extra 3.75 hours on Monday and Wednesday in order to have Friday as a day off of work.

C. Regular Work Day for Paraprofessionals

1. Educational Paraprofessionals - The workday shall consist of seven (7) hours plus an unpaid one-half hour for lunch.
2. Bus Paraprofessionals – The workday shall consist of four (4) hours beginning at either 7:00 a.m. or 11:30 a.m.

D. Regular Work Day for Food Service Employees

1. 5 hours or more - The workday shall consist of the specified number of hours daily plus an unpaid one-half hour for lunch.
2. 4 hours - The workday shall consist of four (4) hours daily.
3. 3 hours - The workday shall consist of three (3) hours daily.

E. Regular work Day for Network Specialist

1. The regular work day shall consist of 8 hours and begin at 7:30 a.m. with a half-hour unpaid lunch.
2. Summer work week: Monday through Thursday, beginning at 6:45 a.m. or 7:15 a.m., 9 hours and 22 minutes a day, with a half-hour unpaid lunch.

F. Transportation

1. Length of Work Day - Shall be defined as driving time (time leaving until returning in 15-minute increments) including forty-five (45) minutes per day for pre-trip inspection, sweeping, washing, etc. In addition, any route (except Pre-school) that includes a daily layover that exceeds one-half hour during the route shall be entitled to an additional forty-five (45) minutes of paid time. The driver must remain at the bus garage during the layover. Lima City Schools bus drivers will follow the Lima City School schedule and if driving parochial/charter routes will be compensated at their normal rate for additional days/routes due to any difference in the parochial and/or charter school schedules.
2. Vacant Routes - Vacant routes will be posted for bidding in accordance with Article XI. Route time is to be established within the first thirty (30) days of school for Parochial, charter and normal routes. Pre-school routes will start the year at a minimum of six (6) hours per day. For all routes, any change of 60 minutes or more per day in total route time from the last posting will constitute a new route and will be posted and bid as such.
3. Athletic Trips - Athletic Trips shall be divided into four categories: town trips, short trips, intermediate trips and long trips. Prior to the beginning of each sports season (Fall, Winter, Spring) each bus driver shall be given the opportunity to express his/her desire to drive each category of trip. This must be done on the required athletic trip sign-up form and be returned by the posted deadline date. The trips within each category shall be divided as equally as possible among those drivers expressing a desire to drive trips in that category.
4. Field Trips - Field trips and summer trips shall be rotated among drivers who have expressed a desire at the beginning of the year to drive these trips beginning with the most senior employee. If the field trip is refused by the most senior driver, it shall be offered to the next most senior driver and so on. The subsequent field trip shall then be offered to the driver next on the list after the one who was last given a field trip. If a trip is canceled and the driver is not notified, he/she will receive a minimum of one (1) hour pay. The driver will remain at the pick-up point at least forty-five (45) minutes unless he/she knows for certain that the trip has been canceled.
5. Extra Trips - Bus drivers will be paid at their regular rates for extra trips. Athletic trips and field trips shall be considered extra trips. Waiting time shall be paid at the driver's regular rate, except that time spent sleeping and eating on an overnight trip shall not be considered waiting time. The

Board shall reimburse the driver for his/her reasonable actual and necessary expenses for the overnight trip. All trips will be assigned in accordance with this Article.

If a driver fails to report or arrives late for a trip that has been previously accepted, he/she will be subject to disciplinary action.

6. Enrichment trips will be rotated through the seniority list quarterly through the year at the start of each grading period among those drivers who are interested and whose routes allow them to drive the trips.
7. Assignment of substitutes to extra trips – If all regular bus drivers refuse an athletic trip or field trip, the Board may utilize a substitute or another qualified employee.
8. Bus Driver Physicals - The Board shall pay for bus driver physical examinations conducted by a board-appointed physician. If the driver elects to have the physical conducted by his/her personal physician, the driver shall pay for the physical.
9. The Board reserves the right to approve the use of charter bus services for extra trips as follows:
 - a. The continuation of transporting students for one administratively selected band event.
 - b. In the event that a Lima School team has the opportunity to play for a state championship.
 - c. Any other use of charter transportation of students would need to be discussed with and approved by the Union.

ARTICLE IX – WORK CONDITIONS

A. Health and Safety

The Board shall comply with all state and federal health, safety and sanitation laws and regulations. No employee shall be discriminated against for reporting any condition violating such a law or regulation. The Board shall provide training in any new equipment purchased for any job site.

B. Health Examination

Before being employed all potential candidates shall be required to satisfactorily pass a health examination and may be tested for drugs/alcohol. Whenever a current employee is promoted to a maintenance position, they will be required to pass a physical examination paid for by the Board.

The district retains the right to require that employees submit to a drug and/or alcohol test in order to provide for the protection of the employees, students, and staff in the Lima City Schools. The Board shall pay for the cost of the drug/alcohol test.

C. Smoking

Employees may not smoke cigarettes, cigars, pipes or other forms of tobacco or tobacco products inside or outside buildings/enclosed vehicles owned, leased, or controlled by the Board, or inside or outside buildings/enclosed vehicles in which activities or instructions are being conducted for or with any pupils of this district.

D. Delay or Closing of School

1. The decision to delay opening or to close some or all schools due to severe weather and/or hazardous travel conditions will be made by the Superintendent/or designee.
2. The decision to delay opening or to close an individual building due to a heating malfunction, interruption of electrical service, or some other calamity, will be made by the building principal after consultation with the Superintendent/or designee. Should the building temperature fall below 60 degrees with little or no reason to believe that it can be raised above 60 degrees within a reasonable time, steps will be taken to dismiss students and to notify parents. Day shift custodial employees shall be allowed to leave after the building is secured or by order of local authorities. The night shift shall not report for duty.
3. Secretaries will not report for duty when schools are closed or delayed because of inclement weather or fuel shortage unless notified to the contrary by the Superintendent/or designee. Secretaries who may be directed to report for duty will be paid at the applicable rate of pay.

E. Heat Advisory Procedures

In the event a heat advisory or excessive heat warning is called by the National Weather Service and schools are closed pursuant to Section D of this Article, the following will apply:

1. Secretaries are to remain in the building until they are certain that all students have gotten to their residence.
2. The day shift custodians will secure the building before they leave. They shall be compensated for a full day's work.
3. Day shift maintenance personnel will be dismissed after buses have returned from the afternoon routes.
4. The night shift employees will be expected to work one-half (1/2) of their regularly scheduled hours, sometime during their shift. They shall be compensated for a full day's work.

F. Outside Employment

Outside employment or volunteer work of classified personnel shall not be permitted if it interferes in any way with the quality of the employee's regular work in the Lima City Schools.

In addition, no employee may engage in outside employment or volunteer work on any day the employee has taken sick leave from his regular work in the Lima City Schools.

G. Early Release

1. There will be a two (2) hour early release preceding Thanksgiving break, Christmas break, Spring break, Independence Day and the last day of the school year for students for staff working seven (7) hours or more per day except for bus drivers. Eligible Food Service employees may leave only after duties pertaining to the last lunch are complete. Eligible paraprofessionals may leave only after duties pertaining to their students are complete. Second shift custodial staff will report two hours early. When an employee is required by the employee's supervisor to work during the early

release, he/she shall be paid 1.5 times his/her regular rate of pay for the time worked during the early release.

2. Paraprofessionals and library clerks will be released at the same time as teachers on the last scheduled work day for teachers.
3. There will be an early release on in-service days. Employees shall work five and one-half (5-1/2) hours with no lunch. Secretaries shall work 8:00 a.m. to 1:30 p.m. with no lunch.

H. Food Service Training

Food Service training opportunities will be offered to employees in the highest sub classification with the most seniority first. "Seniority" as used in this section will be classification seniority.

ARTICLE X – SENIORITY

- A. The Board annually shall give each Local President an updated seniority list.
- B. The seniority list shall be posted by October 15 of each work year. The employer shall prepare and post on the designated building/work site, a seniority list by classification, the first day worked after completion of the probationary period, and the date of hire under a probationary contract.
- C. Each employee shall have a period of 30 calendar days after posting of the seniority list in which to advise the Board in writing of any inaccuracies which affect his/her seniority. The Board shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after 30 calendar days of the posting of the seniority list and the list shall be considered as final until the next posting period.
- D. Seniority Defined -
 1. System seniority shall be that which is accrued as of the employee's last date of hire into the Lima City Schools.
 2. Classification seniority shall be that which is accrued as of the employee's original date of hire and actual working time within a specific classification.
 3. Seniority shall begin to accrue on the first day worked following completion of the 60-working day probationary period.
 4. Seniority shall accrue for all time an employee is on active pay status or receiving workers' compensation benefits.
 5. Time spent on inactive pay status (unpaid leave or lay off) shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.
- E. Equal Seniority -
 1. A tie in seniority shall occur when two or more employees have the same amount of seniority.
 2. Ties in seniority shall be broken by the following method to determine the most senior employee:

- a. The employee with the first day worked; then
- b. The employee with the earliest date of employment (date of hire on a probationary contract); then
- c. by lottery, with the most senior employee being the one whose name is drawn first, etc.

This procedure shall be implemented in the presence of a designated Union representative.

- F. Seniority Lost - Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the Board.

ARTICLE XI - ASSIGNMENT AND TRANSFER

A. Assignment and Temporary Transfer of Employees

1. The Superintendent/or designee shall have the authority to assign or transfer any worker in accordance with law and the needs of the school system. Such involuntary transfer will be on the basis of seniority, with the least senior employee being the first to be considered for such transfer. When a temporary transfer is deemed necessary because of an extended absence of a day custodian, the night custodians in the absent custodian's building shall be offered the temporary transfer on a seniority basis. An "extended absence" shall be a pre-arranged absence of more than four (4) days or an extended medical leave. The Superintendent may consider factors other than seniority if such consideration is deemed necessary to achieve a fiscal, educational, or quality goal that could not be met by strict adherence to seniority or contract status.
2. Any person who is transferred from one building to another or from one position to another will be granted the courtesy of a conference before the transfer is made, unless an emergency demands immediate transfer. Conference will then be the next office day.

B. Voluntary Transfer

1. Requests for voluntary transfer shall be made to the Superintendent/or designee.
2. A letter or e-mail of request spelling out in detail the reasons for transfer shall accompany each request.

C. Layoff and Recall

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedures shall be utilized:

1. The number of employees affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
2. Whenever it is necessary to lay off full-time employees for reasons set forth above, employees shall be laid off in the order of seniority in the affected classification with the least senior employee within the classification laid off first. Seniority shall be defined as set forth in Article X, Section D.2.

3. Job classifications for purposes of layoff and recall shall be the classifications and sub-classifications set forth in Article II. Employees shall be laid off by job classification based upon seniority, with displacement rights only as set forth in paragraph (C) (4) of this Article. The Board shall determine in which sub-classification any layoff shall occur and the number of employees to be laid off. Probationary employees shall be laid off before permanent employees.
4. Employees shall have displacement or bumping rights in the following manner:
 - a. Within the same sub-classification, an employee displaced may bump the least senior employee within that sub-classification, based on classification seniority, who occupies a position that would put him/her as close to his/her financial benefit and/or shift as possible (without increasing his/her pay), as long as he/she meets licensing requirements or can meet licensing requirements within six (6) weeks from the date the employee is notified of the layoff recommendation and/or are qualified. The six (6) week period may be extended by mutual agreement.
 - b. If the employee displaced cannot exercise the bumping procedure as described in (a) above because of classification seniority or licensing requirements or the increase in pay prohibition, the employee with greater classification seniority may displace the least senior employee in the next lower sub-classification who occupies a position that would put him/her as close to his/her current financial benefit (not including stipends) and/or shift as possible, as long as he/she meets licensing requirements or can meet licensing requirements within six (6) weeks from the date the employee is notified of the layoff recommendation and/or are qualified. It is understood that Bus Drivers will be based on total hours worked per week and a layoff may result in an increase in total hours worked per week to bring them as close to their financial benefit. The six (6) week period may be extended by mutual agreement.
 - c. If the employee displaced cannot exercise the bumping procedure as described in (b) above because of classification seniority or licensing requirements, the employee with the greater system seniority may displace or bump the least senior employee in any previously held lower classification who occupies a position that would put them as close to their current financial benefit and/or shift as possible, as long as they meet licensing requirements or can meet licensing requirements within six (6) weeks from the date the employee is notified of the layoff recommendation and/or are qualified. Said employee shall be placed at their current increment. The six (6) week period may be extended by mutual agreement.
5. Each laid off employee shall be notified of the layoff by certified mail to his/her last known address. The notice shall advise the employee of the reason for the layoff, the effective date and his/her rights of reinstatement.
6. The Personnel Department shall prepare a reinstatement list for any classification in which a layoff occurs. Employees who are laid off pursuant to this Article shall be recalled in the order of seniority to the first available positions within the classification.
7. If an employee's position is eliminated or he/she is bumped and that employee in turn bumps to a lower sub-classification/classification/ days/hours, etc., and a same or similar position becomes available within three (3) years of the employees position elimination through retirement, resignation, or recreation, said employee shall have call back rights to the same/similar position. If changes in qualifications/certifications occur, up to six (6) weeks will be given to obtain needed training. Separate recall lists will be

maintained for those employees displaced or bumped from their current classification/sub-classification/days/hours. This provision does not supersede Sections E and F of this Article.

An employee who is laid off shall remain on the recall list for three (3) years unless he/she waives recall rights in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within seven (7) calendar days after written notice of recall is sent by certified mail.

The employee is responsible for notifying the Personnel Office of his/her current address. The Personnel Office has complied with this provision when it sends notice of recall to that address. If recalled from layoff, an employee shall retain all previously accumulated seniority, but time spent on layoff shall not count as experience for pay purposes.

8. The Superintendent/or designee may deviate from seniority when necessary to meet the licensing requirements of State or Federal law.
9. When a reduction is necessary, it will be done in accordance with this layoff procedure.
10. Any laid-off employee who chooses to may sign up to work as a substitute in their classification and must be called first on a rotational basis when a sub is needed. However, absences longer than five (5) days will be filled at the discretion of the supervisor and remain for the duration of the absence.

D. Educational Paraprofessionals

Educational Paraprofessionals employed as Category 2 Paraprofessionals as listed in Article II, Recognition, of this agreement are employed to assist special needs students. Assignments for Paraprofessionals in this category will be made and adjusted, if necessary, to meet these students' specific needs. Any changes resulting in a decrease of hours employed and/or benefits realized will be subject to all provisions relating to seniority rights.

E. Posting & Bidding

1. When a vacancy occurs within a classification or assignment, it will be posted after the Superintendent/or designee decides to fill the position. The notice of vacancy shall contain the type of position; qualifications, if needed; and number of work hours. The job description for the vacant position will be available for review by interested parties and a copy of the notice shall be provided to each local president. Such postings shall be in a conspicuous place as identified at each building for five (5) working days. All bids must be submitted during the five (5) working-day posting period. If there is at least one qualified and timely bid from a bargaining unit employee, posted positions shall be awarded within fifteen (15) working days following the prescribed posting period.
2. First consideration for the placement process will be lateral transfers followed by promotion within classification then promotion between classifications.
3. During summer recess, when vacancies are posted, they will be on the District's telephone hot line for a period of ten (10) days.
4. For promotions between classifications the board may wait to fill the position vacated by the newly promoted employee until the 30-day trial period is over.

F. Lateral Placement Selection

Any employee, if qualified, may request the vacant position by forwarding the Job Bid form to the Personnel Office. In selecting an employee for the vacant position, the Superintendent/or designee will use the following procedures:

1. Lateral transfers shall be to the most senior employee currently occupying a position in that distinct sub-classification or in any sub-classification listed above the posted sub-classification and within the specific classification (box) as defined in Article II - Recognition.
2. Seniority shall be determined by length of time within that same classification (box).

G. Promotions Within Classification

1. All appointments and promotions may be made by the Board selecting the candidates who are deemed most qualified for the open position. Employees will be required to demonstrate the necessary skills required for the vacant position in order to determine if qualified.
2. For promotional appointments, the sub-classification(s) below the vacant position and within that specific classification (box) will represent the pool from which prospective candidates, if qualified, may apply.
3. If there is only one qualified employee bidding on the open position, the position shall be awarded to that employee. If there are two or more equally qualified employees bidding on the open position, the position shall be awarded to the most senior employee. If no qualified employee in or outside of the classification bids on the open position, the Board may fill the position as it deems appropriate. If an employee from outside the classification bids on the position, the parties shall follow the procedure in Article XI.H.
4. Either the employee and/or the administration may return the employee to the employee's previously held position at anytime during the first fifteen (15) days working in the awarded position.
5. Employees who change sub-classifications shall not receive any additional fringe benefits beyond their current level until the end of the 15-working day trial period.

H. Promotions Between Classifications

1. All appointments and promotions may be made by the Board selecting the candidates who are deemed most qualified for the open position. Employees will be required to demonstrate the necessary skills required for the vacant position in order to determine if qualified.
2. If there is only one qualified employee bidding on the open position, the position shall be awarded to that employee. When the Administration determines there are two or more equally qualified employees bidding on the position, the position shall be awarded to the most senior employee. If no qualified employee bids on the open position, the Board may fill the position as it deems appropriate.
3. During the 30-day probationary period, if a determination is made by the administration that the employee does not possess the necessary skills, the administration reserves the right to return the employee to his/her vacated position. The employee shall have a minimum of fifteen (15)

working days under a probationary assignment before any decision is made by the administration to remove him/her from that position. The employee may elect to return to his/her vacated position during the first fifteen (15) days working in the awarded position.

4. Employees who change classifications shall not receive any additional fringe benefits beyond their current level until the end of the probationary period.

I. Probationary Period

The probationary period for all newly hired classified employees shall be sixty (60) working days. A probationary employee may be dismissed at any time during his probationary period and Article XX, Discipline Procedure, shall not apply. After completion of the sixty (60) working day probationary period, employees may only be removed in accordance with Article XX. An employee's seniority will begin on the first workday after he/she has completed the probationary period. Probationary employees shall be ineligible to receive group insurance benefits, personal leave, sick leave and other fringe benefits during the probationary period.

J. Subcontracting

No member of the bargaining unit shall be terminated, laid off or displaced and replaced as a result of the Board contracting out work normally performed by members of the bargaining unit unless the Board and the Union have first bargained collectively concerning the decision. However, the Union recognizes the Board may contract out electrical, plumbing and other similar skilled work, as well as work it has historically contracted out. Likewise, the Board may use supervisors in emergency situations to perform work normally performed by members of the bargaining unit.

ARTICLE XII – VACATIONS/HOLIDAYS

A. Vacations

1. The following shall be the schedule for vacations with pay for employees. Vacation accumulation for part-time twelve-month employees will be prorated.

Completed Years of Service	Monthly Vacation Accrual
0 to less than 8 years	.83 days (2 weeks per year)
8 years, but less than 14 years	1.25 days (3 weeks per year)
14 years and above	1.67 days (4 weeks per year)

2. Employees may use earned vacation time when school is not in session by filling out the appropriate request form, and with the prior approval of their supervisor. All vacation requests must be made for a minimum of 1-hour increments.

When school is in session with students and teachers in the building, the vacation shall be granted by date of request and be limited by the following:

- a. May not be taken on the first or last day of school for students or teachers.
- b. The form must be received by the Departmental Supervisor at least 24 hours in advance.
- c. All vacation requests must be made in 1-hour increments.

d. Administration must be able to secure adequate substitutes.

3. The Superintendent/or designee may grant exceptions based on emergency situations, which may arise. Employees wishing to be granted leave under this exception must submit their request and rationale to the Superintendent/or designee in writing.
4. A completed year of service is the twelve-month work year beginning with the first workday after the employee completes his/her probationary period with the Board.
5. Any employee promoted to a 12-month position will receive three-fourths of their system seniority toward the vacation schedule.
6. When an employee is forced to bump from a 12-month position to a position of less than 12 months, the employee will be permitted to use his/her vacation pursuant to Section A.2. of this article so long as the vacation is used within 9 months of the effective date of the bump. Any unused vacation remaining 9 months after the effective date of the bump will be forfeited. Alternatively, an employee who is forced to bump from a 12-month position to a position of less than 12 months may elect at the time of the bump to be paid for his/her vacation time at the employee's 12-month position daily rate. In order to be eligible for the payout option, the employee must make a written request to the Treasurer within one week of the effective date of the bump.
7. Upon separation from employment, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two (2) years immediately preceding his/her separation and the prorated portion of his earned but unused vacation leave for the current year. In case of death of the employee such accrued and unused leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his estate.

B. Paid Holidays

1. To be eligible for holiday pay, an employee must ordinarily be scheduled to work on the day of the holiday and must work the scheduled workday before and after the holiday or be on paid sick leave, personal leave or vacation; contingent on the school operating on a 5-day work schedule not to include the summer schedule.
2. Eligible 9 and 10-month employees and bus drivers shall receive the following holidays:

New Years Day	Memorial Day
Martin Luther King Day	Thanksgiving Day
Labor Day	Christmas Day
3. Eleven and twelve month employees shall receive all holidays as listed above plus Independence Day if eligible under Section B.1.
4. When any employee is required by the employee's supervisor to work any of the paid holidays or Easter Sunday, he/she shall be paid 1.5 times his/her regular hourly rate of pay plus regular holiday pay.
5. Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. The Board may change the observance of any holiday at any time when necessary to conform to any change

in state or federal law or to resolve any conflict between state and federal law. Such changes shall not require prior negotiation with the Union.

C. Non-Duty Days

Non-duty days for twelve-month employees shall be as follows:

1. Building Department Employees: Building department employees shall be entitled to seven (7) non-duty days in addition to the seven (7) legal holidays per year.
2. Secretarial and Clerical Employees: Secretarial and clerical employees shall be entitled to seven (7) non-duty days in addition to the seven (7) legal holidays per year.
3. Secretarial and Clerical Employees "A" Classification: Secretarial and clerical employees on the "A" classification shall be entitled to twelve (12) non-duty days, seven (7) paid and five (5) unpaid, in addition to the seven (7) legal holidays.
4. If it is required that the employees work on a non-duty day, the employee shall be paid at the regular rate of pay plus 1.5 times the regular rate for a total of 2.5 times the regular rate of pay.
5. If the contract year encompasses a leap year adding an additional day to February, the administration may schedule an additional non-duty day for twelve-month classified employees.
6. To be eligible for non-duty day pay, an employee must ordinarily be scheduled to work on the non-duty day and must work the scheduled workday before and after the non-duty day or be on paid sick leave, paid personal leave or vacation; contingent on the school operating on a 5-day work schedule, not to include the summer schedule.

ARTICLE XIII – PAID LEAVES

A. Purposes for Which Cumulative Sick Leave May Be Used

Employees may use sick leave, upon approval of the Superintendent/or designee, for absence due to illness, injury, exposure to contagious disease, pregnancy, and illness or death in the employee's immediate family.

B. Definition of Term "Immediate Family"

Members of an employee's immediate family shall include grandparent, parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, grandchildren, and in addition, such other persons who, because of close relationship to the employee, shall be determined by the Superintendent/or designee to be the equivalent to members of the employee's immediate family.

Sick leave for grandparents-in-law, sister-in-law and brother-in-law shall be limited to death in the immediate family.

Sick leave for grandchildren shall be limited as follows:

1. Sick leave for grandchild may only be used when child is admitted for overnight stay in a hospital and is further limited to a maximum of three (3) days for any single occurrence.

2. Sick leave for the birth of a grandchild shall be limited to two (2) days unless extenuating circumstances exist which must be approved by the Superintendent/or designee.

C. Cumulative Sick Leave

The Board will accept only the transfer of sick leave accumulated from any Ohio subdivision up to 120 days.

D. Sick Leave for Employees

1. Each classified employee shall be granted five (5) days of sick leave at the beginning of full time employment and another (5) days on the 181st day of employment; these ten (10) days representing two-thirds of the total cumulative days to which the employee is entitled for the first year of employment. Should a classified employee utilize these ten (10) days and then leave the employment of the District prior to the anniversary date of employment, appropriate salary deductions for any advanced sick leave will be made.
2. Each classified employee shall accumulate fifteen (15) days of sick leave each year at a rate of 1-1/4 workday with pay for each calendar month. When an employee utilizes his/her entire accumulated sick leave, his/her absence will be charged first to Personal Leave, then Vacation.

E. Date When Sick Leave Becomes Available

Sick leave shall become available to all regular employees on the beginning day of work.

F. Absence from Duty for Short Periods of Illness

An employee may be absent from duty for short periods of illness without requesting a leave of absence. Absence from duty due to illness must be reported promptly by the classified employee to the employee's supervisor. Upon return to duty after any illness, the employee shall complete the regular sick leave affidavit, including those sections pertaining to dates seen by a physician plus name and address of same, when applicable.

A doctor's note must be submitted after five (5) consecutive days of illness or after the Board has advised the employee, in writing, that it is concerned with the employee's sick leave utilization. If a meeting is requested by the employee, the Board may not require a doctor's note for subsequent absences until after the meeting is held.

G. Absence from Duty Because of Illness and/or Death in the Immediate Family

No more than three days of sick leave may be used for an illness or death in the employee's immediate family without the advance approval of the Superintendent/or designee. No more than ten (10) days of sick leave may be used for such illnesses or deaths in any one school year without the advance approval of the Superintendent/or designee. An employee requesting more than three days for an illness or death in the immediate family, or requesting more than ten (10) days in any one school year, shall fully specify the reasons in writing for the request to the satisfaction of the Superintendent/or designee.

H. Absence from Duty for Reasons Other Than Illness or Death in the Immediate Family

Absence of personnel from duty for reasons other than personal illness or death in the immediate family shall be approved in advance by the Superintendent/or designee in writing and filed with the principal's and/or supervisor's payroll report.

I. Absence From Duty Due to Weather Conditions

Employees will not be paid for time absent because of snowfall or inclement weather if the Lima City Schools are in operation. If the employee makes every effort and is able to get to school late, up to the midpoint of the assigned hours or within 15 minutes from the starting route time for bus drivers on the day of snowfall or inclement weather, the employee will be paid for a full day.

Second shift employees will not report if schools are closed, unless notified to report.

J. Absence from Duty on School Business

Permission shall be approved by the building principal and/or supervisor and granted by the Superintendent/or designee in writing prior to being absent from school for professional purposes without loss of pay. A copy of such permission shall be attached to the payroll report of the principal of the school in which the employee works and forwarded on the schedule to the office of the Treasurer.

K. Attendance at In-service Days

Attendance is required for In-service Days. All classified staff shall work five and one-half (5-1/2) hours on in-service days, excluding lunch.

L. Meetings for Elected and Appointed Officials of Professional Unions

Those classified employees who are elected as officers, appointed as committee members, or elected delegates in their professional state or national associations or affiliated organizations to their state or national associations, may attend official meetings of those bodies which are required in their elected or appointed positions by providing a letter of authorization and appointment from their state or national organization to the Superintendent/or designee without loss of pay.

Each local shall be permitted fifteen (15) days of professional leave in accordance with the aforementioned paragraph. A local may donate up to five (5) days of their leave to each of the other locals, which will be added to the receiving local's total days.

In addition, a maximum of five (5) days professional leave will be permitted for any employee elected to a State office or Executive Board position. These days will not impact on the Local's allotted professional days. Additional days may be approved by the Superintendent.

No expenses for such meetings, other than substitute services, shall be paid by the Board of Education, but shall be limited to thirty (30) days of substitute pay per year.

At any given time, no more than two (2) local employees may use this leave on the same day, except for the OAPSE State Conference when three (3) members of each local may attend this conference.

M. Jury Duty and Court Appearances

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or to give testimony before any judicial or governmental tribunal where the employee has been issued a subpoena. The board shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and who is required to serve all or part of the day on jury duty shall be relieved from work and shall be paid the difference between jury pay and the employee's regular rate of pay. Each bargaining unit member summoned to jury duty or for a court appearance will communicate daily with his supervisor concerning the likely time of return to work.

N. Personal Leave

1. An employee may request three (3) days of leave per school year, which shall be unrestricted as to reason. Unused personal leave shall not accumulate from year to year.
2. Part-time twelve-month employees will have 1.5 personal leave days.
3. All employees hired after January 1st will receive prorated personal leave.
4. Requests for personal leave shall be submitted on forms provided by the Board to the immediate supervisor for their signature for approval at least 24 hours in advance. Any requests received by the immediate supervisor less than 24 hours in advance will require approval by the Superintendent or designee.
5. Personal leave may be taken at any time, so long as the administration is able to secure adequate substitutes, except the first and last day of school for students and teachers.
6. No employee may take personal leave on any inservice day or on any day on which an administrative meeting has been scheduled in advance.
7. The Superintendent/or designee may grant exceptions based on emergency situations, which may arise. Employees wishing to be granted leave under this exception must submit their request and rationale to the Superintendent/or designee in writing.
8. Employees shall have the option of carrying over two (2) unused personal leave days to the following school year and must notify, in writing, the Treasurer of his/her desire to do so no later than June 1. If notice is not received by June 1, then the unused day(s) will be paid in accordance with Article XIII, Section N.8.
9. The Board shall pay employees for unused personal leave annually in July at the rate of 75% of the previous-year's daily rate of any unused days.

O. Sick Leave for Maternity Reasons

Employees of the Lima City School District temporarily disabled by pregnancy will be allowed to utilize sick leave provided:

1. The recommended amount of sick leave to be used for one such specific purpose is limited to any period of between one (1) and thirty (30) days; when the period approaches the latter mark, the employee is urged to consider a suggested time schedule of two weeks prior to delivery and four weeks after delivery.
2. The employee has accumulated the required number of days; i.e. any number between one (1) and thirty (30), prior to the request.
3. The employee may submit written application to the Superintendent/or designee for such leaves and include the following:
 - a. A statement of intent of employee, defining the time limits and indicating that she will return to employment duties at the expiration of the leave.
 - b. Medical verification of delivery date and general approval of such limited absence from duties for pregnancy or illness and complications resulting from pregnancy.
4. If extenuating circumstances develop and if the employee has sufficient accumulated sick leave time, the employee may, by providing medical justification, apply to the Superintendent/or designee for an extension of such leave; such leave then shall be granted.
5. The use of sick leave for maternity purposes is independent of unpaid maternity leave of absence or child care leave and is not designed to be combined with such maternity leave or with child care leave unless justifiable extenuating circumstances are presented in writing to the Superintendent/or designee.
6. Failure to comply with the foregoing provisions of this policy may constitute grounds for termination of the employee's affiliation with the Board of Education.

P. Assault Leave

1. An employee who is absent due to actual disability resulting from a clearly unprovoked physical attack upon the employee (e.g., an injury resulting from the employee breaking up a fight between students) occurring on Board premises or while in attendance at an official school function and in the course of the employee's employment shall, subject to the specifications below and the approval of the Superintendent/or designee, be granted up to a maximum of twenty (20) working days for assault leave. During assault leave, the employee shall be maintained on full pay basis, and the leave shall not be charged against sick leave, vacation leave or personal leave. At the expiration of the twenty (20) working days of assault leave, if the employee is still disabled, the employee may use his accumulated sick leave or apply for workers' compensation, if eligible, for the period of physical disability.
2. An employee requesting assault leave will complete and submit to the Superintendent/or designee, an assault leave request form provided by the Board, which includes the following:
 - a. Date and time of the occurrence.
 - b. Identification of the individual(s) causing the assault (if known).
 - c. Facts and circumstances surrounding the assault.
 - d. A certificate from a licensed physician describing the nature of the injury causing the absence. The Board may also require the employee to be examined by its physician, at its expense.

e. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

f. Signature of the assaulted employee.

3. The employee shall, as a condition of receiving assault leave, file criminal charges against the assailant(s) involved, if known.

4. An employee disabled as a result of assault and who has been granted a leave will be returned to the same position held at the time of the incident whenever possible.

Q. Injury Leave

Any employee of the Lima City Schools injured while in the course of their employment and temporarily disabled by any injury resulting from such injury shall be eligible to receive benefits from one of two sources. The options available to the employee are as follows:

1. Accept temporary total compensation as determined to be payable by the Bureau of Workers Compensation. These benefits become payable if the work-related disability exceeds seven (7) calendar days. The first twelve weeks of benefits are payable in the amount of 72% of the employee's full weekly wage at the time of injury.

2. In lieu of receipt of Workers' Compensation benefits, an employee may elect to receive "injury leave benefits" for a period of time equal to their accumulated sick leave at the time of injury or ninety (90) calendar days, whichever is less, for any one such injury. The employee shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the usual and normal salary and compensation, provided the employee signs over to the Treasurer all temporary total disability payments received from the Bureau of Workers Compensation. Under the guidelines contained within this policy, on those days that payment is received by the Board from the Bureau of Workers' Compensation, there shall be no reduction from the accumulated sick leave of the employee.

Regardless of the option chosen by the employee, the Lima City School District must be provided with medical proof (Form C-84), including claimant's current diagnosis and substantiation of the period of disability requested. At any time, the Board reserves the right to have an employee examined by a physician of its choice and at its cost to confirm the medical diagnosis and period of disability.

In those instances where an occupational injury results in less than seven (7) calendar days of disability and/or when the injury is not approved by the Bureau of Workers' Compensation, the employee's remedy for wage reimbursement will be the use of accumulated sick leave.

R. Sick Leave Bank

When in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or non-work related injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Union that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Union shall establish an internal policy to administer such a transfer.

Catastrophic illness shall be defined as diseases, injury, or illness which are life threatening or require hospitalization. Examples of qualifying conditions are heart, cancer, stroke, or AIDS. Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

To determine if an employee qualifies for use of the catastrophic sick leave bank, the employee or a representative of the employee will present his/her case to a group of two (2) Administrators and two (2) Union Officials. That group's decision will be final and non-grievable. A majority of the committee must agree to the eligibility of the employee for this benefit.

The Union shall notify the Treasurer in writing of the number of days to be deducted, from who, and the person receiving the transferred days. Included in the notice shall be a signed statement by the employee involved authorizing the Treasurer to transfer the days.

These additional limitations will apply to this paragraph:

1. Donations must be in units of one (1) day.
2. It cannot be used if the employee has applied for and been granted disability retirement.
3. No more days can be given than needed by the employee to serve out the regular school year.
4. The employee must exhaust his/her own sick leave first.
5. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
6. Sick days must be taken in units of one (1) day.
7. No employee shall be permitted to donate more than fifteen (15) days per year (July 1-June 30).

ARTICLE XIV - UNPAID LEAVES OF ABSENCE

A. Definition of the Term, Unpaid Leave of Absence

An unpaid leave of absence means a period of absence for one of the reasons listed below. Short-term unpaid leaves of absence of up to five (5) days may be approved by the Superintendent/or designee. All other unpaid leaves of absence are approved by the Board. Any employee requesting an unpaid leave shall submit the request in writing to the Superintendent/or designee.

B. Purposes for Which Leaves of Absence Can Be Granted

The Board will grant leaves of absence for reasons of illness, maternity, disability, or military service, and may grant child care leaves to regular, full time classified employees in accordance with the provisions of ORC 3319.13 and 3319.085 and the specific policies outlined below. The Board will recognize the provisions of ORC 3313.202 with regard to group life and group medical insurance for employees on leave only to the extent of allowing employees to maintain their membership on the rolls during the leave; all expenses for either group life or group medical insurance during leave time must be assumed by the employee.

1. Maternity

- a. A classified employee who is pregnant and desires to remain a member of the staff will be permitted to do so by obtaining a physician's statement and presenting the statement to

the Superintendent/or designee with a written request to remain on the staff. Such physician's statement shall include the approximate date of discontinuance of service.

- b. Application for a leave shall be made in writing to the Superintendent/or designee at least one (1) month prior to the beginning date of the leave except in emergencies.
- c. Classified staff members shall be returned to service from a maternity leave upon presenting a statement to the Superintendent/or designee, which would include a written statement from her physician that such return to service would not be detrimental to the health of said staff member. Reinstatement on the rolls shall occur no later than thirty (30) days following the doctor's certification.
- d. Every effort shall be made by the Superintendent/or designee to reinstate staff members returning from maternity leave to the original, or comparable, position.
- e. The maximum amount of leave granted for a maternity case shall be the remainder of the year or semester in which the leave becomes effective and one school year thereafter. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent/or designee in writing by certified mail of her intention to return to service, at least 120 days before she expects to resume her duties. Failure to comply with this regulation shall be deemed an automatic resignation.

2. Military

- a. A military leave of absence, without pay, shall be granted to any regular contract employee who shall be called to active duty with any branch of the armed forces of the United States.
- b. Any employee whose service in the Lima City Schools has been interrupted by active duty service in the armed forces shall be re-employed and shall be given full credit in the salary schedule for their service.

3. Child Care

The Board may grant a leave of absence for childcare, without pay, to any full-time classified staff member.

- a. An employee may request a leave of absence, without pay, for the purpose of child care. Except for emergency situations, the request must be submitted to the Superintendent/or designee at least thirty (30) days prior to the start of the requested leave and must be in accordance with the following provisions:
 - 1) The minimal amount of leave shall be sixty (60) days.
 - 2) The maximum amount of leave shall be the remainder of the school year in which the request is initiated and one full school year thereafter.
 - 3) If extenuating circumstances exist, the employee may direct a full explanation to the Superintendent/or designee, who may then recommend that the Board of Education renew the leave for an extended period.
 - 4) In no instance may an employee request maximum maternity leave followed by a request for maximum childcare leave.

- b. For any child care leave less than the maximum, the employee must notify the Superintendent/or designee in writing of intent to return, at least fifteen (15) days prior to the expected date of re-employment. Every attempt will be made for reinstatement as of the date requested, but full reinstatement shall occur no later than thirty (30) days from the requested date. If the employee elects to use the maximum amount of child care leave, the Superintendent/or designee must be provided notice of intent to return, in writing by certified mail, at least 120 days prior to the expected date of reemployment, or no later than March 15 of the year in which the leave expires. Failure to comply with the notification provisions as outlined shall be deemed an automatic resignation.
- c. The contractual status of all employees on child care leave shall be maintained in accordance with the provisions of ORC 3319.13. For salary purposes only, the normal salary increment for any given year shall be granted provided two-thirds of the previous contract has been fulfilled.

4. Family and Medical Leave

- a. An employee may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.
- b. An employee desiring to use family leave shall notify the Superintendent/or designee in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Superintendent/or designee that he/she will use family leave must specify that "family leave" will be the type of leave taken.
- c. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in life, dental and health insurance. The employee must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay his/her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

5. Short-Term Leave

The Superintendent/or designee may grant leave without pay for up to five days for important family or emergency reasons. Short-term leave will not be granted for recreational or vacation purposes or for the purpose of seeking or taking other employment or entering self-employment. Employees requesting short-term leave shall apply to the Superintendent/or designee in writing, fully explaining the reasons justifying the leave. Short-term unpaid leave will only be granted in units of one day or more. Except in unusual circumstances, short-term leave may not be taken contiguous to vacation leave, personal leave, any other paid leave, or contiguous to a holiday or vacation period.

C. Non-Payment for Leave of Absence

All leaves of absence shall be without pay unless specifically specified.

D. Length of Leave of Absence

In accordance with ORC 3319.13, leaves of absence for illness or injury purposes shall be granted for not more than twenty-four (24) consecutive months. Upon subsequent request, the leave may be renewed by the Board. Leaves of absence for maternity and military purposes shall be granted according to the time schedules contained in B.1. and B.2. of this policy. The employee returning from any leave of absence as enumerated in this policy shall be returned to a position comparable to that held before the leave, including supplemental duties, if available; provided, however, that if any organizational problems require it, the employee may be assigned to any other position for which the employee is qualified. At the expiration of the specified period of leave, the employee shall terminate his/her affiliation with the Board, if, at that time, the employee declines such a position, which has been tendered in the Lima City Schools. After January 1 and prior to March 1, the Superintendent/or designee or the Board shall notify by letter, each classified employee on leave that he/she must declare in writing to the Superintendent/or designee by March 15 of the year in which his/her leave expires, as to his/her intention of returning to service. Failure of the employee then to respond to the Superintendent/or designee's letter and supply a statement of intent by March 15, shall be deemed an automatic resignation.

- E. Prior to finalizing termination of an appropriate illness or disability and returning to active duty, the employee must submit a written statement from a physician indicating that he/she is able to return to his/her duties in the schools.

ARTICLE XV - COMPENSATION

A. Increments

Each classified employee who has satisfactorily performed the duties of the position and worked 120 days shall have the normal increment added to annual salary on July 1 of each year until reaching the maximum pay for that classification. If an increment is withheld, the classified employee may utilize Step 3 of the Grievance Procedure for possible remedy.

B. Experience in Other School Systems

An employee entering the Lima City Schools from another school system shall have previous experience evaluated by the Personnel Office and shall be placed in a salary bracket in terms of experience at a point which would recognize one year's credit for every two (2) years of previous experience.

C. Salary Schedule Credit

If an employee moves from one job classification, they shall receive one year of credit on the new salary schedule for every two years of credit they had on the salary schedule for their former position. This shall only apply to those employees who move from one of the three major classifications to another (i.e.; Secretarial/Clerical, Food Service, and/or Custodial/Maintenance).

D. Re-employment Credit

When an employee returns to employment in the Lima City Schools, the employee will be given one year's credit for every two years of previous employment with the Lima City Schools.

E. Payment of Salary

The salary of twelve-month employees shall be paid in twenty-six (26) equal installments every other Friday, while school-year employees will be paid in twenty-one (21) equal installments every other Friday. The only exceptions to this shall be salaried food service employees (cooks, managers and 5-hour general workers), paraprofessionals, bus drivers, and 205-day secretaries who will be paid in twenty-six (26) equal installments every other Friday. In some years the salary of those on 26 pays shall have their salary paid in twenty-seven (27) equal installments because of the relationship between the calendar and payroll periods.

All employees will be paid via direct deposit and will receive a pay stub via email.

F. Supplemental Pay Schedules

The supplemental pay schedules are found in the Appendix of this contract.

G. Salary Schedules

The salary schedules will be provided in the Appendix of this agreement.

H. Credit Union

Payroll deductions for employees enrolled in the Credit Union shall be set up in twenty-six (26) equal installments.

I. Report and Calamity Pay

In the event that an employee is requested to report to work when schools are delayed or closed due to weather or fuel shortage, he/she shall be paid at regular rate plus 1.5 times the regular rate for a total of 2.5 times the regular rate of pay.

J. Overtime

1. For the purposes of overtime compensation, the normal work week shall run from 12:00 a.m. Sunday, through 11:59 p.m. the following Saturday.
2. Compensation for hours worked shall be as follows:
 - a. Less than or equal to 40 hours in one week = 1.0 times the normal rate.
 - b. Over 40 hours in one week = 1.5 times the normal rate.
3. Compensation for required hours at premium rates shall be as follows:
 - a. Specified legal holidays – holiday pay at the regular rate plus 1.5 times the regular rate for a total of 2.5 times the regular rate of pay.
 - b. Sundays will be paid at 1.5 times the regular rate of pay for any hours worked. If a legal holiday falls on Sunday, then it will be paid as in "a" above.

4. Hours for which an employee is compensated, but does not actually work, such as personal leave and vacation, are not to be used for accumulation towards overtime eligibility. However, the Board will recognize paid sick leave, holidays and calamity days for accumulation eligibility.
5. No employee shall work any hours or days which qualify for overtime premium pay without the express authority or direction of the Superintendent/or designee.
6. Overtime shall be voluntary.
7. Additional hours for food service employees shall be offered whenever necessary on a rotating basis in each building by classification by seniority.
8. Routine overtime will be rotated among qualified Maintenance Department employees who have expressed a desire to work extra hours beginning with the most senior employee.

If an employee refuses the request for overtime, is unable to work the scheduled overtime or cannot be reached, the overtime will then be offered to the next senior employee on the list. Subsequent routine overtime opportunities will then be offered to the next qualified Maintenance employee on the list after the employee who last worked the overtime.

In the event of an emergency, the seniority list may be suspended.

9. Routine overtime in each school building will be rotated among the Custodial employees at that building who have expressed a desire to work extra hours beginning with the most senior employee.

If an employee refuses the request for overtime, is unable to work the scheduled overtime or cannot be reached, the overtime will then be offered to the next senior employee on the list. Subsequent routine overtime opportunities will then be offered to the next Custodial employee on the list after the employee who last worked the overtime.

If all the Custodians refuse an overtime opportunity, the District Custodians then Maintenance employees would be offered the overtime.

10. Scheduled overtime at Lima Stadium will be offered among qualified maintenance employees who have expressed a desire to work extra hours with hours to be divided up as equally as possible. If all maintenance employees refuse overtime, the district custodians, then custodians, would be offered the overtime.

K. Call-In Pay

Employees called in for emergencies shall be paid a minimum of two (2) hours at regular or overtime pay as appropriate. Employees required to be on duty for winter firing duties will be paid a minimum of two (2) hours, providing the employee works at least one-half hour.

L. Arrangements for Retroactive Pay Increases

In the event that approved negotiations procedures result in proposed retroactive pay increases, arrangements for actual payment of such increases shall be effective for staff members currently under contract at the date the Board formally approves and authorizes by formal resolution such actual payment.

M. SERS Pickup Utilizing the Salary Reduction Method

The Board agrees with the Lima OAPSE, to SERS “pickup”—utilizing the salary reduction method—contributions to the State Employees Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

1. The amount to be “picked up” on behalf of each employee shall be the required withholding by School Employees Retirement System. The employee’s annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount “picked up” by the Board for the purpose of state and federal tax only.
2. The pickup percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers’ compensation shall be based on the employee’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee’s contract).

Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pickup” in combination with other tax deferred compensation plans.

If the foregoing “pickup” provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

N. Service Credit Purchase

If an employee purchases service credit as provided by retirement system laws and regulations for unpaid leaves of absence, the employee may make payments to the retirement system (if allowed by said system) through payroll deduction. The employee must give the treasurer written authorization specifying the amounts and number of pays from which the deduction is to occur. An employee who purchases service credit must pay SERS for the Board’s contribution cost for the purchased service.

It is understood that:

1. Once an employee begins the purchase of credit by tax-deferred payroll deduction, it is irrevocable. An employee cannot stop or change payments until the purchase is complete or employment is terminated.
2. Employees who begin the purchase of credit by tax-deferred payroll deduction cannot make payments directly to the retirement system for the same credit.
3. Overpayments on tax-deferred payroll deductions will be returned to the employer for proper tax accounting.

O. Professional Dues and Payroll Deductions

The Board agrees to deduct Union dues and People/Payroll Deductions for every bargaining unit member who authorizes the Board to do so in writing, and to remit the dues and contributions to the State Treasurer of the Ohio Association of Public School Employees monthly, together with a list showing the names of the employees and the amount deducted.

Deductions for Union dues shall be made in equal installments on each employee's payroll for twenty-six (26) consecutive payrolls (dependent upon payment of salary) starting with the first pay in September.

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the treasurer. Any new employee shall submit an authorization form to the treasurer and be enrolled during the first month of employment, after completion of his/her probationary period. Dues collection authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10)-day period shall continue for successive periods of one year. Written notice of revocation shall be served upon the local treasurer and the state association treasurer. PEOPLE payroll deduction authorizations can be revoked at any time by giving written notice to the Board and Union treasurers.

P. Temporary Substitute

Whenever an employee is absent for a period of 10 consecutive working days or longer, the regular employee replacing him/her shall receive that rate of pay retroactive to the first day of absence and continue until the absent employee returns to work if it results in a higher rate of pay.

Q. Commercial Driver's License

The Board will reimburse expenses to all employees who are required to renew their Commercial Driver's License.

R. Payroll Deductions

The Board shall make payroll deduction of Locals 137, 306 and 443 dues on the following basis:

Fair Share Fee - Following completion of the probationary period, employees new to the bargaining unit as of 7/1/93, current employees who were members of the bargaining unit as of 7/1/93, and current employees who become members after 7/1/93 shall pay to the union a fair share fee as a condition of employment with the employer. Effective July 1, 2010, all employees who have completed their probationary period shall pay to the union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the union who are in the bargaining unit. The union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the union except that written authorization for deduction of fair share fees is not required.

Fees shall be deducted in twenty-six (26) approximately equal installments from the employee's paychecks, beginning in late September.

The dues or fees of an employee who does not work a full work year shall be pro-rated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

The Board agrees promptly to remit such monies to the State Treasurer of the Ohio Association of Public School Employees along with an alphabetical list of employees for whom such deductions have been made and any changes that may have occurred since the previous list.

The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organizations.

OAPSE and Locals 137, 306 and 443 represent and agree that they will maintain a rebate procedure in accordance with R.C. 4117.09 and all other applicable state and federal laws.

Locals 137, 306 and 443 agree to defend and indemnify the Board, its officers and employees, and individual board members against all claims, demands or causes of action based upon the deduction of dues and/or fees under this Article.

S. Payroll Deductions for Tax-Sheltered Annuities

The Board agrees that pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing.
2.
 - a. In accordance with Ohio Revised Code (ORC) Section 9.91, the Board may require that five (5) employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.
 - b. A newly-hired member of the bargaining unit who has an annuity which cannot be rolled over without penalty will not fall under this specific restriction.
 - c. Deduction for tax-sheltered annuities as approved during the open registration period of November 15 to January 1 will be made, and appropriate payments for such annuities made when due. Annuities will be deducted twice monthly.
3. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
4. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable information sharing agreement protecting the Board from liability.

The Board will make reports to the Internal Revenue Service (e.g. Form W-2's) and withhold federal, state, school district and local income taxes and employment taxes as it believes it is required to do by law.

T. Travel Allowance

Any employee required to use his/her vehicle for service to the Board shall be paid at the applicable rate. Mileage forms shall be filed with the Treasurer's office once each semester.

U. Administration Meetings

The Board agrees that all employees required to attend any administration meeting held other than the employee's regular scheduled work shift shall be with pay at the applicable rate.

V. Attendance Incentive

Employees who work the total number of days in their contract year shall receive an incentive payment. Vacation days, personal leave days, holidays and authorized professional development leave days will not count negatively toward an employee's perfect attendance. Each employee who achieves perfect attendance for the year shall be paid \$100 in July.

W. Chaperones

Classified employees will have the opportunity to chaperone school events (i.e. dances, games, concerts, plays) so long as the work is occasional and sporadic and when there is insufficient coverage from the certified staff. Employees will be paid the rate of \$23.00 per event.

X. Building Meetings

Employees who attend a building retreat and/or BLT meeting at the request of the principal and which are attended by certified staff will be paid \$23.00 per hour.

ARTICLE XVI - FRINGE BENEFITS

The Board of Education will provide family or single medical benefits, prescription drug and dental insurance for classified employees. The cost for those working less than 1337 hours will be prorated accordingly.

A. Coverage

The Board shall provide health and dental insurance coverage.

1. Cost containment provisions shall be implemented including hospital utilization review and second opinion surgery with penalty provisions as outlined in the Medical Benefits Booklet.
2. The current options available to members of the bargaining unit are as follows:
 - a. MDHP
 - b. HDHP

If the Council of Governments alters the options available to the bargaining unit, the Board will meet and discuss the plan's changes with the Union. If new options are made available, the Board will negotiate the premium payment to be set forth in Section D of this article.

The Board shall provide a dental insurance plan equivalent to Oasis Trust Plan 16-B. (100,80,60,60) 25/50 \$2,500 calendar year maximum; \$1,000 lifetime orthodontia.

B. Open Enrollment

Employees shall be limited to the open enrollment window in making decisions about insurance options. However, if an employee successfully bids into a position that allows them enough hours for benefits, they may enroll for those benefits at that time, or at the successful completion of a probationary period, if required.

C. Carrier or Plan Administrator

The Board shall have the sole authority and responsibility to contract with an insurer(s) and/or plan administrator(s) to provide group insurance coverage equal to or better than required under this Article. However, any changes from the current coverage must be first bargained.

D. Premium Payment

If there is any increase in the Board's contribution towards the premium of any other employee in the LEA or LCSAP contracts and that contribution is greater than the contribution for members of the bargaining unit, the greater amount will be the Board's contribution for all eligible bargaining unit employees. This provision shall be in effect for the life of the agreement.

The Board's contribution (per employee) toward monthly premiums for insurance coverage shall be \$1,075.00 for family coverage effective 7/1/13 and \$450.00 for single coverage effective 7/1/13.

The Board's contribution (per employee) toward monthly premiums for dental insurance shall be \$36.55.

The Board's contribution (per employee) for couples shall not exceed an amount equal to the total of 100% of the combined monthly premiums for hospitalization, surgical, major medical and prescription drug insurance.

Each employee enrolled in the insurance programs where limits are exceeded will pay the balance of the monthly premium by payroll deduction. Board payment of hospitalization, surgical, major medical, prescription drug and dental insurance premiums for part-time employees will be prorated based upon the percentage of a regular work day actually worked by such employees, and the part-time employees shall pay the difference by payroll deduction.

Each employee enrolled in the insurance programs where limits are not exceeded will be paid the balance of the monthly premium.

E. A Joint Insurance Committee will be formed to examine current policies with the purpose of making plans serve the best interests of employees and the School Board.

F. Eligibility

Employees who were eligible for health insurance benefits on or before January 1, 2001, but who elected not to enroll are eligible for health insurance but must pay 100% of the premium unless they can establish any of the following changes in family status:

1. The divorce of the employee
2. The death of the employee's spouse.
3. The birth or adoption of a child to the employee.
4. The termination of employment by the employee's spouse.

G. Group Term Life Insurance

The Lima City Board of Education shall purchase group term life insurance for each classified employee. The amount of coverage will be \$30,000.

H. Workers' Compensation

All classified employees are included within the State Workers' Compensation Act and are to be governed accordingly.

I. Flex Spending Plan

1. Members of the bargaining unit enrolled in the health insurance plan may participate in the Flex Spending Plan using their own funds through payroll deduction.
2. The employee may add funds, allowed by IRS rules, to the account by payroll deduction. Those funds will be considered an IRS shelter. Funds must be used by December 31st annually with the unexpended funds being returned to the general fund.
3. Members of the bargaining unit may use these funds toward dependent care and non-reimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars. Payroll deductions must be specified as to non-reimbursed medical or dependent care. These funds cannot be co-mingled.
4. The minimum/maximum annual contribution to the medical spending accounts shall be per IRS code.
5. Members of the bargaining unit may put additional funds up to IRS limits into the dependent care account and health care premium plans.
6. The program will be administered by the plan carrier. The yearly enrollment fee and monthly processing charge will be paid by the board.

J. Premium Payment When on Unpaid Status

An employee who is absent from his/her assignment and not on "paid" status will be charged the cost of any insurance benefits paid by the Board on a per diem basis for the period of unpaid status. The application of this procedure will not apply to Saturdays, Sundays, approved holidays, or approved leaves under the Family Medical Leave Act.

ARTICLE XVII - RETIREMENT

A. School Employees Retirement System

All classified employees participate in the benefits of the Ohio School Employees' Retirement System after they are placed on regular employment. The statutory requirement will be deducted from each employee's salary check as contribution to the School Employees Retirement Fund. The Board of Education will match these funds with a fourteen percent (14.0%) contribution.

B. Severance Pay

Upon retirement, as hereinafter defined, regular classified employees of the Lima City School District shall be entitled to severance pay based upon the monetary value of their accumulated and unused sick leave at the time of retirement, at the rate of one-fourth (1/4) for the first one hundred twenty (120) days plus 1/7 of any days in excess of the 120 days up to and including 300 days at the per diem rate at time of retirement. Payment for severance in excess of 300 days accumulated sick leave will not be made. The provision for 1/7 of any days in excess of thirty (30) days requires notification to the administration by June 30 for regular end-of-year retirement, or at least sixty (60) days prior to the effective date of any in-year retirement, unless disability or illness forces retirement after that date. Retirement shall be defined to mean actual retirement benefits under the School Employees Retirement System; i.e. the employee must actually retire and start drawing reimbursement from state retirement when he/she leaves the employment of the Lima Board of Education. Payments under this policy shall be limited to one (1), and receipt of payment for such accrued, but unused sick leave shall eliminate all sick leave credit accrued by the employee. Accumulation of sick leave shall mean all days accumulated properly in accordance with Ohio law.

ARTICLE XVIII - NEGOTIATIONS

A. No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reasons of such activity.

B. "Good Faith" Negotiations - "Good faith" requires that the Union and the Board be willing to react to each other's proposals with the intent to reach agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. "Good faith" requires both parties to recognize negotiations as a shared process.

C. Areas for Discussion and Agreement

The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Lima City School system. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

This recognition constitutes an agreement between the Board and the Union to attempt to reach mutual understanding regarding matters related to the wages, hours, terms and other conditions of employment for members of the bargaining unit.

D. Procedures for Conducting Negotiations

Negotiating Teams - The Board, or designated representative(s) will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. The Board team may consist of three representatives and the Union team may consist of seven representatives, two from each local, plus a professional or lay consultant to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. All negotiations shall be conducted in executive session exclusively between said teams. Union team members may be released from their normal school duties to attend local negotiation sessions without loss of pay with no reprisal or punitive action.

- E. Submission of Issues - Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be not more than fifteen (15) days following such request. In any given school year, such request shall be made ninety to one hundred-twenty (90 - 120) days prior to the expiration of the current agreement.

All issues for negotiation by either party shall be exchanged at the first meeting. All meetings shall be called at times mutually agreed by the parties and shall be in executive session. Every effort shall be made to set said meetings during non-school hours. After an explanation of the items to be negotiated, the negotiation teams shall set up an agenda for negotiations.

- F. If any provision of this Agreement or any application of the document to any person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.

- G. Negotiation Procedures - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Union for the purpose of affecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, as described previously, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached.

- H. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

- I. Exchange of Information - Prior to and during the period of negotiations, or mediation period, the Board and the Union agree to provide to each other, upon written request, all regularly and routinely prepared public information concerning the issue(s) under consideration. Any copy cost shall be borne by the requesting party.

- J. Progress Reports - The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

- K. Item Agreement - As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to approval by ratification by the membership of the Union and adoption by the Board.

- L. Reaching Agreement - The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Board and the Union. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board and Union for approval. Following approval of both parties, the Agreement shall be binding on both parties. The Union agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.
- M. Mediation - Either negotiation team may call for a mediator when it determines an impasse has been reached in the negotiation proceedings or at the expiration of the agreed-to negotiation period. Unless mutually agreed, impasse shall not be declared until after sixty (60) days of bargaining following the initial meeting as provided in Section E above, or until all issues have been fully discussed.
- N. Printing and Distribution - The Union and the Board agree to share the cost of having the Master Contract printed.

The Board shall be responsible for the final typing.

The Union shall distribute copies to all current bargaining unit members.

The Union shall provide a copy to new bargaining unit members upon hire into the Lima schools.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

No member of the bargaining unit shall strike during the term of this Agreement. "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment, which are abnormal to the place of employment, shall not be deemed a strike. The Board shall not lock out bargaining unit members during the term of this Agreement.

ARTICLE XX - DISCIPLINE

If it becomes necessary to discipline an employee, the following procedures will be utilized:

- A. Disciplinary action shall depend upon the severity of the offense. Under usual circumstances the following procedures shall be followed for the same or related non-serious offenses:
 1. First offense - Verbal warning (confirmed by Verbal Warning Form) See Appendix C.
 2. Second offense - Written warning
 3. Third offense - Suspension
 4. Fourth offense - Termination

Should severity of the offense warrant, immediate suspension or termination may be implemented.

- B. An employee may file a grievance concerning any written warning, suspension or termination. A grievance may not be filed concerning a verbal warning. An employee may have a representative present at any conference or hearing concerning a written warning, suspension or termination. The hearing or conference shall not be delayed more than 24 hours while the employee secures

representation. The provisions of Section 124.34 of the Ohio Revised Code are superseded by this Article and any disciplinary action may not be appealed to the Lima Civil Service Commission.

- C. Verbal and written warnings shall be given by an employee's immediate supervisor as specified in the adopted job description. The Department Supervisor may take action to suspend or terminate an employee.

ARTICLE XXI - GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement. If a grievance arises, there shall be no stoppage or suspension of work or concerted activity because of the grievance; but the grievance shall be submitted to the following grievance procedure.
2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

B. Grievance Procedure

Step 1: Within five (5) working days of when the grievance occurs, the grievant shall submit the grievance in writing to the supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance, the supervisor or designated person shall respond to the grievant in writing.

Step 2: If the grievance is not resolved in Step 1, the Union may, within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent/or designee the answer at Step 1 with the original grievance statement. The Superintendent/or designee shall, after a hearing with the grievant and union representative, give the Union an answer in writing within three (3) working days of the hearing date.

Step 3: If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 2, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the receipt of the Superintendent/or designee's response as provided in Step 2, by submitting a letter of intent to arbitrate the grievance to the Superintendent or Designee. The grievance will be deemed waived if the Union does not file, within 60 calendar days of submitting the letter of intent, a notice with the "Statement of Grievance" attached with the American Arbitration Association, and a copy of the notice served on the Administration's representative.

Once the arbitrator has been selected he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The decision of the arbitrator shall be binding on the Board, and the Union. If the arbitrator determines he has no authority to rule on the matter, he shall dismiss the grievance and shall not conduct a hearing on the merits.

C. Grievance Forms

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement. The form shall be completed in triplicate with copies delivered to the appropriate supervisor, Personnel Department and the Superintendent/or designee by a representative of the Union.
2. The forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the Union, and shall indicate the relief requested.
3. The grievance form shall be made available to any employee requesting such either through his/her supervisor or the local Union representative.

D. Time Limits

1. Within the time limit in the step, any grievance not advanced to the next step by the Union shall be deemed resolved by the Administration's last answer.
2. Any grievance not answered by the Administration at step two (2) within the time limit shall be deemed resolved by the relief requested by the employee or the local Union representative.
3. Time limits may be extended by the Administration and the Union in writing; then the new date shall prevail.

E. Power of the Arbitrator

1. It shall be the function of the arbitrator and he/she shall be empowered, except as the powers are limited below, after due investigation to make a recommendation to the Board in case of alleged violations outlined in Article XVIII of this Agreement.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the forms of this Agreement.
3. The arbitrator shall have no power to establish salary schedules or change salary schedules.
4. The arbitrator shall have no power to decide any question, which under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, no arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.
5. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union, with a notification to the Administrator, without decision or recommendation on its merit.
6. There shall be no appeal from an arbitrator's decision if it is within the scope of the authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Administration and the Board.
7. The cost of the arbitration and the services of the American Arbitration Association shall be borne by the losing party. However, in the event the arbitrator renders a decision in which neither party

is clearly identified as the loser, such costs shall be borne by both parties according to a distribution of costs recommended by the arbitrator. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness' regular hours of employment.

F. No Reprisal

No reprisal shall be taken by or against any participant involved in the processing of a grievance.

ARTICLE XXII - AGREEMENT

A. Waiver of Negotiations

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. Likewise, the Board shall not be required to bargain about the effects of management decisions until the parties collectively bargain for a successor contract under the provisions of Article XVIII of this Agreement.

B. Entire Agreement

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Union and constitutes the entire Agreement between the parties. Any Amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. Conflict With Law

Consistent with O.R.C. 4117.10, the terms of this Negotiated Agreement supersede and replace any conflicting provisions of state law. If any provision of this Agreement conflicts with any federal law or state law which cannot be superseded in this Agreement, such provision shall be inoperative, but the remaining provisions hereof shall remain in effect.

D. Consistent with O.R.C. Section 4117.10, the terms of this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members to the extent this Agreement specifically addresses a matter relating to such wages, hours, terms or conditions of employment. Further, the employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the Civil Service laws of Ohio or ordinances or rules of the City of Lima or its Civil Service Commission. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.

E. The terms of this Agreement shall supersede state and local laws and ordinances, except for laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation and original appointments from eligible lists.

F. Duration

This agreement shall become effective at 12:01 a.m. on July 1, 2015, and shall continue in full force and effect until June 30, 2016, when it shall expire.

In witness whereof, the parties have caused this Agreement to be executed on the date(s) set forth below.

For the Ohio Association
of Public School Employees

For the Board of Education of the
Lima City School District

DATE

DATE

F. Duration

This agreement shall become effective at 12:01 a.m. on July 1, 2015, and shall continue in full force and effect until June 30, 2016, when it shall expire.

In witness whereof, the parties have caused this Agreement to be executed on the date(s) set forth below.

For the Ohio Association
of Public School Employees

Kandy Wheeler
Robert M. B...
Cathy Dunbar

Beverly Spetz
DATE
3-22-16

For the Board of Education of the
Lima City School District

John ...
Shirley Reiff

3-22-16
DATE

APPENDIX A

SALARY SCHEDULES

2015-2016 - Clerical Workers, Paraprofessionals & Secretaries

Increment	PARAPROFESSIONALS	LIBRARY CLERK	SECRETARY & LIBRARY OFFICE CLERK		EXECUTIVE SECRETARY		ADMINISTRATIVE ASSISTANT & EMIS COORDINATOR	
	15-16	15-16	14-15	15-16	14-15	15-16	14-15	15-16
0	11.17	11.17	11.78	12.01	12.49	12.74	14.54	14.83
1	11.33	11.33	12.13	12.38	12.86	13.12	14.90	15.20
2	11.69	11.69	12.40	12.65	13.14	13.40	15.19	15.49
3	11.90	11.90	12.68	12.94	13.45	13.72	15.52	15.83
4	12.15	12.15	12.96	13.22	13.73	14.01	15.88	16.19
5	12.38	12.38	13.28	13.55	14.08	14.36	16.15	16.47
6	12.61	12.61	13.56	13.83	14.37	14.66	16.53	16.86
7	12.86	12.86	13.82	14.10	14.65	14.94	16.86	17.19
8	13.12	13.12	14.14	14.42	14.99	15.29	17.19	17.53
9	13.35	13.35	14.44	14.73	15.30	15.61	17.53	17.88
11	13.62	13.62	14.67	14.97	15.56	15.87	17.85	18.21
12	13.72	13.72	14.96	15.26	15.85	16.17	18.07	18.43
14	13.85	13.85	15.25	15.55	16.16	16.49	18.40	18.77
17	13.96	13.96	15.54	15.85	16.47	16.80	18.72	19.10
18	14.07	14.07	15.64	15.96	16.58	16.91	18.81	19.19
20	14.19	14.19	15.82	16.14	16.77	17.10	19.07	19.45
25	14.32	14.32	15.94	16.26	16.90	17.24	19.15	19.54
27	14.47	14.47	16.05	16.37	17.04	17.38	19.24	19.63

1. **PARAPROFESSIONALS**--Regularly employed at 7 hrs. per day, 185 days duty each year plus 6 paid holidays (191 days x 7 hrs. = 1337 hrs.)
2. **LIBRARY CLERKS**--Regularly employed at 7 hrs. per day, 185 days duty each year plus 6 paid holidays. (191 days x 7 hrs. = 1337 hrs.)
3. **LIBRARY OFFICE CLERK**--Regularly employed at 8 hrs. per day, 195 days per year plus 6 paid holidays. (201 days x 8 hrs. = 1608 hrs.)
4. Add \$158.36 per year above base salary for paraprofessionals working with special education and physically handicapped students.
5. Library Clerks & Paraprofessionals obtaining an Associates Degree or higher will receive a 1.7% increase.

SECRETARIES

1. **SECRETARY, EXECUTIVE SECRETARY & ADMINISTRATIVE ASSISTANT:** 260 days x 7.5 hrs. = 1950 hrs.
2. **SECRETARY-A & EXECUTIVE SECRETARY-A** 255 days x 7.5 hrs. = 1912.5 hrs.
3. **SECRETARY - 205 DAYS:** (Elementary Schools) 205 days (plus 6 paid holidays) - 211 days x 7.5 hrs. = 1582.5 hrs.
4. **ALL CLASSES:** Salary based on 12 months, except where prorated.
5. The annual salary schedule includes 7 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day,
6. Skill Factors: Microsoft Office Specialist (Word & Excel) - 1.7% increase.
Microsoft Office Specialist - Expert (Word & Excel) - 1.7% increase.
CPS/CAP or Degree - 1.7% increase.

Factor increases will be given two times during a fiscal year (October & February).

Seniority Defined:

1. Full-time employees shall accrue one (1) year of seniority for each year worked.
2. Part-time employees shall accrue seniority equal to credit earned through SERS.
3. No employee shall accrue more than one (1) year of seniority in any work year.

2015-2016

OT/PT Assistants

Increment		
	14-15	15-16
0	18.33	18.70
1	19.23	19.61
2	20.17	20.58
3	20.90	21.32
4	22.69	23.14
5	23.59	24.07
6	24.30	24.79
7	25.03	25.53
8	25.74	26.26
9	26.51	27.04
11	27.27	27.81
12	27.55	28.10
14	28.05	28.61
17	28.52	29.09
18	28.65	29.23
20	29.04	29.62
25	29.19	29.77
27	29.33	29.92

184 DAYS

7.5 hours per day (1,380 hours)

2015-2016

Network Specialist

Increment		
	14-15	15-16
0	23.58	24.05
1	24.21	24.69
2	24.83	25.33
3	25.46	25.97
4	26.08	26.61
5	26.71	27.24
6	27.34	27.88
7	27.96	28.52
8	28.58	29.15
9	0.00	0.00
11	0.00	0.00
12	0.00	0.00
14	0.00	0.00
17	0.00	0.00
18	0.00	0.00
20	29.21	29.80
25	29.83	30.42
27	30.43	31.04

260 DAYS

8 hours per day (2,080 hours)

2015-2016

Campus Protection Officers

Increment		
	14-15	15-16
0	14.78	15.08
1	15.08	15.38
2	15.38	15.69
3	15.69	16.01
4	15.99	16.31
5	16.32	16.64
6	16.65	16.98
7	16.98	17.32
8	17.32	17.66
9	17.67	18.02
11	18.02	18.38
12	18.38	18.74
14	18.75	19.13
17	19.13	19.51
18	19.50	19.89
20	19.90	20.30
25	20.30	20.70
27	20.68	21.10

179 DAYS

8 hours per day (1,432 hours)

Seniority Defined:

1. Full-time employees shall accrue one (1) year of seniority for each year worked.
2. Part-time employees shall accrue seniority equal to credit earned through SERS.
3. No employee shall accrue more than one (1) year of seniority in any work year.

2015-2016 - Food Service Personnel

Increment	High School Manager		Manager		Head Cook		Cook/Food Service Delivery	
	14-15	15-16	14-15	15-16	14-15	15-16	14-15	15-16
0	12.86	13.12	12.27	12.51	11.08	11.30	10.18	10.38
1	13.13	13.40	12.54	12.79	11.35	11.58	10.35	10.55
2	13.33	13.59	12.74	12.99	11.54	11.77	10.60	10.81
3	13.58	13.85	12.99	13.25	11.79	12.03	10.79	11.01
4	13.77	14.05	13.17	13.43	11.98	12.22	11.03	11.25
5	14.00	14.28	13.41	13.67	12.22	12.47	11.23	11.46
6	14.19	14.47	13.65	13.92	12.41	12.65	11.44	11.67
7	14.38	14.67	13.79	14.07	12.60	12.85	11.66	11.89
8	14.65	14.94	14.05	14.34	12.86	13.12	11.88	12.12
9	14.85	15.15	14.25	14.53	13.07	13.33	12.06	12.31
11	15.11	15.41	14.51	14.80	13.33	13.59	12.31	12.56
12	15.35	15.66	14.75	15.04	13.57	13.84	12.58	12.83
14	15.59	15.90	15.00	15.30	13.79	14.07	12.79	13.05
17	15.79	16.11	15.20	15.51	13.99	14.27	13.00	13.26
18	15.92	16.24	15.32	15.62	14.11	14.39	13.10	13.36
20	16.02	16.34	15.43	15.74	14.21	14.50	13.18	13.44
25	16.14	16.46	15.53	15.84	14.33	14.61	13.34	13.60
27	16.25	16.58	15.64	15.96	14.44	14.73	13.51	13.78

COOKS - 181 days duty plus 6 paid holidays.

- 187 days x 3 hours = 561 hours
- 187 days x 3.5 hours = 654.5 hours
- 187 days x 4 hours = 748 hours
- 187 days x 5 hours = 935 hours
- 187 days x 6 hours = 1122 hours

Additional pay on either per diem or hourly basis.

MANAGERS

- 1. -Managers - 184 days plus 6 paid holidays (190 days x 7.5 hours = 1,425 hours).
- 2. HS Manager - 184 days plus 6 paid holidays (190 days x 8 hours = 1,520 hours)
- 3. All Managers - Additional pay on per diem or hourly basis.

HEAD COOKS

182 days plus 6 paid holidays (188 days x 6 hours = 1,128 hours)

Food Service employees - 1.7% increase for Serv-Safe certification. Factor increase will be given two times during a fiscal year (October & February).

Food Service employees assisting outside groups beyond their regular working hours will be paid at the base rate plus \$2.11 per hour.

Food Service employees assisting Sertoma on Pancake Day will be paid at a rate of \$20.00 per hour.

The annual salary schedules for food service personnel includes six (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day & Memorial Day.

Seniority Defined:

- 1. Full-time employees shall accrue one (1) year of seniority for each year worked.
- 2. Part-time employees shall accrue seniority equal to credit earned through SERS.
- 3. No employee shall accrue more than one (1) year of seniority in any work year.

2015-2016 - Maintenance, Custodial Staff & Bus Drivers

Increment	CUSTODIAN-FIREMAN (8 HR.)		CUSTODIAN (8, 6 & 4 HRS.)		UTILITY REPAIR		DELIVERY & REPAIR		LICENSED TRADES		BUS DRIVERS	
	14-15	15-16	14-15	15-16	14-15	15-16	14-15	15-16	14-15	15-16	14-15	15-16
0	14.59	14.88	13.18	13.44	15.35	15.66	14.25	14.53	19.55	19.94	14.79	15.09
1	14.87	15.17	13.53	13.80	15.64	15.95	14.51	14.80	19.73	20.12	15.09	15.39
2	15.23	15.53	13.85	14.13	15.99	16.31	14.87	15.17	20.06	20.46	15.38	15.69
3	15.53	15.84	14.15	14.43	16.32	16.64	15.18	15.48	20.41	20.82	15.69	16.01
4	15.84	16.16	14.49	14.78	16.61	16.95	15.51	15.82	20.72	21.13	16.01	16.33
5	16.16	16.48	14.79	15.09	16.97	17.30	15.84	16.16	21.04	21.46	16.33	16.66
6	16.52	16.85	15.16	15.46	17.28	17.63	16.14	16.46	21.37	21.79	16.66	16.99
7	16.81	17.14	15.48	15.79	17.57	17.92	16.49	16.82	21.68	22.12	16.99	17.33
8	17.09	17.43	15.76	16.08	17.90	18.26	16.81	17.14	21.99	22.43	17.33	17.68
9	17.48	17.83	16.03	16.35	18.24	18.60	17.12	17.47	22.32	22.77	17.67	18.02
11	17.80	18.15	16.42	16.75	18.56	18.93	17.49	17.84	22.63	23.08	18.03	18.39
12	18.09	18.45	16.67	17.00	18.85	19.23	17.74	18.09	22.89	23.35	18.39	18.75
14	18.39	18.75	17.00	17.34	19.15	19.53	18.07	18.43	23.26	23.73	18.76	19.14
17	18.73	19.10	17.35	17.70	19.49	19.88	18.42	18.79	23.57	24.04	19.13	19.51
18	18.86	19.24	17.43	17.78	19.63	20.02	18.50	18.87	23.70	24.17	19.51	19.90
20	18.98	19.36	17.67	18.02	19.77	20.17	18.74	19.11	23.87	24.34	19.91	20.31
25	19.11	19.50	17.76	18.12	19.91	20.31	18.83	19.21	24.00	24.48	20.31	20.71
27	19.24	19.63	17.86	18.21	20.06	20.46	18.93	19.31	24.14	24.62	20.69	21.11

1. HEAD CUSTODIAN:

Elementary - Base plus \$116.45 per month
 Middle School - Base plus \$137.25 per month
 K-8 School - Base Plus \$150.45 per month
 Lima Senior - Base plus \$163.65 per month

2. GENERAL REPAIR CUSTODIAN(S) & DISTRICT CUSTODIAN(S)/SUB BUS DRIVER - Add \$500 per year above custodian salary .

3. ON-BOARD INSTRUCTORS - Will be paid at the regular bus driving rate of pay for hours worked training or certifying drivers.

4. The annual salary schedules include 7 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day & July

4.

5. All currently paid (prior to 7/1/93) licensed firemen will receive boiler pay regardless of job location. In addition, if building requirements for licensing change, the employee will continue to receive fireman's rate as long as he/she maintains that position.

6. Maintenance and custodial staff with appropriate licensure for driving school buses will be given a stipend of \$2.11 per hour when asked to drive a bus for field, athletic or regular bus routes.

Seniority Defined:

1. Full-time employees shall accrue one (1) year of seniority for each year worked.
2. Part-time employees shall accrue seniority equal to credit earned through SERS.
3. No employee shall accrue more than one (1) year of seniority in any work year.

APPENDIX B

GRIEVANCE FORM

OAPSE GRIEVANCE REPORT FORM

Name of Grievant: _____ Date of Grievance: _____

Building: _____ Assignment: _____

GREIVANCE:

RELIEF SOUGHT:

STEP 1: Must be within five (5) days of when grievance occurred.

Date filed: _____ Filed by: _____

Attachments: Yes No Received by: _____

Response date: _____ Received by: _____

Attachments: Yes No

STEP 2: Must be within five (5) days of receipt of response at Step #1.

Date filed: _____ Filed by: _____

Attachments: Yes No Received by: _____

Response date: _____ Received by: _____

Attachments: Yes No

STEP 3: Must be within fifteen (15) days of receipt of response at Step #2.

Date filed: _____ Verification attached: Yes No

Filed by: _____

NOTE: The Grievance Form with the original signatures should move from step to step.

APPENDIX C

VERBAL WARNING FORM

LIMA CITY SCHOOLS
VERBAL WARNING FORM

DATE _____

EMPLOYEE _____

SUPERVISOR _____

Nature of Verbal Warning

Supervisor

Employee

The signing of this document does not mean that I agree with the above statements. I know and understand that I may attach comments to this form.

cc: Supervisor's File
Employee
Personnel Department

APPENDIX D

ASSAULT LEAVE

REQUEST

LIMA CITY SCHOOLS
ASSAULT LEAVE REQUEST FORM

An employee requesting assault leave will complete and submit the following information to the superintendent:

EMPLOYEE NAME _____

BUILDING _____

DATE _____

Date and time of the occurrence: _____

Identification of the individual(s) causing the assault (if known):

Facts and circumstances surrounding the assault: _____

A certificate from a licensed physician describing the nature of the injury causing the absence.

A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

Employee Signature

The employee shall, as a condition of receiving assault leave, file criminal charges against the assailant(s) involved, if known.

