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# PROFESSIONAL NEGOTIATED AGREEMENT

between

## FIRELANDS LOCAL BOARD OF EDUCATION

and

## OAPSE LOCAL - #220



Effective July 1, 2012 thru June 30, 2014

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## **I. RECOGNITION AND PROFESSIONAL NEGOTIATIONS AGREEMENT**

### **A. RECOGNITION**

1. The Firelands Board of Education (hereinafter referred to as the "Board") recognizes the Firelands Local of the Ohio Association of Public School Employees, Local #220 (hereinafter referred to as OAPSE) as the sole and exclusive bargaining representative for all regular non-certificated (support) employees in the district.

The bargaining unit includes all regular non-teaching employees employed by the Board including custodians, bus drivers, food service employees, maintenance employees, secretaries and aides-monitors with the exception of the secretary to the superintendent, treasurer, assistants to the treasurer, fleet operations manager, food service coordinator, substitutes and certified employees. Regular non-certificated employee is defined as an employee who works 10 or more hours per week for (36) weeks or more per year.

The Firelands Board of Education will not use "as needed" positions to fill Bargaining unit positions or be used to perform any bargaining unit work. Employees who are currently classified as "as needed", which are performing bargaining unit work, shall be reclassified into their appropriate bargaining unit classification with all rights and privileges under the negotiated contract. Current "as needed" employees in those positions shall maintain their position, and be placed on the closest current salary schedule step and be given accumulated seniority from their original Board hire date into those positions.

Special needs aides shall remain excluded "as needed" positions.

2. Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion.
3. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Master Contract and the Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the State Board of Education and the Constitution and laws of the United States.

### **B. STATEMENT OF PRINCIPLES**

1. The Board and OAPSE state that the purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of Firelands school children by assuring orderly and uninterrupted operation of the public school system. For, and in aid of that purpose, the principles stated in succeeding sections

of this section shall govern the interpretation and application of the remaining provisions of this document and the procedures set forth therein.

2. "Good Faith" negotiation, as provided for in this document, includes reasonable positions on bargainable issues, and indicated willingness to reach an agreement thereon; reasonable considerations in setting forth, evaluating or declining to agree to proposals; a search for counterproposals to proposals not accepted; abstention from the breach of existing agreements and from encouraging, engaging in, or condoning unlawful or improper conduct, sanctions, threats, or other means of coercion; and refraining from unexplained change in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession.
3. The terms of this document, the procedures established herein and the "good faith" provision in Section B-2 hereof, shall not prevent, and shall not be construed to prevent, the Board from performing its obligations within such time and in such manner as may be required by law, not from making such determinations and taking such actions preliminary thereto as may be required to insure timely compliance with the requirements of law.
4. Representatives of the Board and OAPSE shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat, no implication thereof, shall attach to negotiation, provided, however, this section B-4 shall not be construed so as to authorize, condone, excuse or protect any conduct, which is in violation of the laws of the State of Ohio.

#### **C. SUBJECTS OF NEGOTIATIONS**

1. Representatives of the Board and OAPSE will negotiate in good faith on all matters concerning salaries, including fringe benefits related to salaries and such other terms and conditions of employment as are within the authority of the Board to resolve as the parties may mutually agree are proper subjects of negotiations.

#### **D. REQUESTS FOR NEGOTIATIONS – INFORMAL**

1. Either party may, during the first full week of January, request to meet and consult relative to altering the negotiated agreement between OAPSE and the Firelands Board of Education. Such requests shall be in writing and be directed to the President of OAPSE (if the request is made by the superintendent) or to the superintendent (if the request is made by the President of OAPSE).
2. When and if either party requests to meet and consult, a meeting of mutual agreement will be set within two calendar weeks for the purpose of discussing alteration to the negotiated agreement. All additional meetings will be at mutual convenience. Discussions will be conducted between the President of OAPSE (or designated representatives) and the superintendent (or designated representatives).
3. Meet and consult sessions will be informal. Only when agreement on proposed changes is reached will it be necessary to reduce it to writing. Either party may declare, any time after the first meeting, that the meet and consult processes are terminated. Both the superintendent and President will recommend that the Board and OAPSE approve alterations to the negotiated agreement if they arrive at total

agreement through the meet and consult process. If total agreement is not reached through the meet and consult process, or if neither party requests to meet and consult in accordance with D-1 above, then either party may request the opening of negotiations in accordance with Section E – Requests for Negotiations – Formal.

#### **E. REQUESTS FOR NEGOTIATIONS – FORMAL**

1. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party, in writing, not earlier than the fifth day of February and not later than the fifteenth day of February in any year in which negotiations are to take place. Notification in writing from OAPSE shall be served on the superintendent and from the Board shall be addressed to the President of OAPSE.
2. Within fifteen (15) days after receipt of such notice, but not earlier than the first day of March of each school year, an initial meeting will be held for the purpose of permitting the parties to submit in writing all of their proposals for negotiations. Thereinafter, neither party may submit additional items for negotiation except with consent of the other party.
3. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto.
4. The first negotiation session shall be held no later than March 15.

#### **F. NEGOTIATION MEETINGS**

1. Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. Any one negotiations meeting shall not exceed two (2) hours in length unless mutually agreed upon.
3. Negotiation meetings shall be closed to the press and the public. “Reasonable intervals” shall mean the meetings will be held on a weekly basis unless the parties mutually agree to arrange meetings on a different schedule.
4. Either party may recess for caucuses of reasonable length at any time.
5. Either party may keep written minutes of the meetings.
6. Unless mutually agreed upon, any and all changes to the negotiated contract not specifically addressed in the initial proposals between Firelands Local Board of Education and OAPSE Local #220 will stay as per the current Negotiated Contract.

Both parties will mutually agree to change all applicable dates, grammatical errors, headings, article placements and numbering as needed.

## **G. REPRESENTATION**

1. Representation at all negotiation meetings shall be limited to a team of three (3) designated representatives of the Board and one representative of each employee group, respectively. Representatives shall be employees of the Firelands Board of Education. At the initial negotiation session each party shall designate its chairperson and the person so designated shall attend the negotiation meetings, unless the parties agree otherwise, provided however, each party may have one observer present at each meeting.
2. At the initial meeting, each team shall designate one of its members to serve as its spokesperson for the duration of negotiations. The spokesperson shall be in attendance at each negotiation session unless otherwise agreed to by the parties.

## **H. ASSISTANCE AND STUDY COMMITTEES**

1. Either party may call upon professional and laypersons to consider and make suggestions concerning matters under discussion. However, such persons shall attend negotiations meetings only as observers and may speak to either party only with the mutual consent of both parties.
2. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

## **I. INFORMATION**

1. The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

## **J. AGREEMENT**

1. As tentative agreement is reached on items, which are the subject of negotiation, the agreement shall be reduced to writing and initialed by the designed representatives of each party.
2. Final agreement, reached through negotiation, shall be reduced to writing and submitted to the OAPSE membership for approval, and all of the OAPSE designated representatives shall recommend and urge approval. Upon approval by the OAPSE membership, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board.

**K. DISAGREEMENT**

1. If the parties are unable to reach agreement within forty-five (45) days of the first formal negotiation session, either party may declare the issues to be at impasse. Thereupon, the parties will seek to resolve the impasse through mediation. To this end, they shall request the assistance of the Federal Mediation and Conciliation Service. The F.M.C.S. shall appoint a federal mediator who will conduct mediation. The mediator shall meet with the two parties on the negotiating teams, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.
2. Any costs, which may be incurred in securing and utilizing the services of the F.M.C.S., shall be shared equally by the Board and OAPSE.

**L. CONFLICT WITH LAW OR REGULATIONS**

1. The Board of Education and OAPSE agree that all items in their contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
2. The parties will meet to negotiate any necessary change in the contract relative to the effected provision within sixty (60) days by demand of either party.

**M. TERM**

1. Unless terminated or changed by mutual consent of the parties, the procedures set forth in this document and the terms thereof governing its application and interpretation shall remain in force so long as the Board recognizes OAPSE as exclusive representative of this bargaining unit.

**N. EMPLOYMENT PRACTICES AND CONDITIONS.**

1. The Board agrees that it will not discriminate against any member of the bargaining unit because of membership or non-membership in OAPSE or as a result of negotiations, complaint or other proceedings under this document. Membership in OAPSE will not be a condition of employment or continued employment and an employee's membership or non-membership in OAPSE shall in no way affect the employee's status as an employee of the Board.

**O. ENTIRE AGREEMENT**

1. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and OAPSE, and constitutes the entire agreement between the parties. Neither party shall be obligated to negotiate further on any matter during the duration of this agreement. Any amendment to this Agreement shall not be binding upon either party unless executed in writing by the parties.

**P. CLERICAL REVISION, PRINTING AND DISTRIBUTION**

1. Clerical revision of the format, organization and/or sentence structure of the Negotiated Agreement may be made by mutual agreement of the Board and OAPSE within thirty (30) days after final agreement on all negotiated items. The Board's clerical staff for review and approval of both the Board and OAPSE representatives shall type the revised copy of the Negotiated Agreement.
2. Within fourteen (14) days, or as soon as possible, after clerical revision of the Negotiated Agreement has been officially completed, as revised, it shall be printed and bound by clerical employees of the Board. The Board and OAPSE shall share equally all costs of the final document, which would include typing, printing, assembling and the cost of materials.

## II. CONTRACTS FOR NON-CERTIFICATED EMPLOYEES

- A. Newly hired regular non-certificated school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment, which shall be for a period of not more than one year. If such employees are rehired, their subsequent contracts shall be for a period of two years.
- B. After the termination of the two-year contract provided in Section II, A, above, if the contract of a non-certificated employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the non-certificated employees of the entire district.
- C. The contracts as provided for in this section may be terminated by a majority vote of the Board of Education. Such contracts may be terminated only for violation of written rules and regulations as set forth by the Board of Education or for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. In addition to the right of the Board of Education to terminate the contract of an employee, the Board may suspend an employee for a definite period of time (see **Progressive Disciplinary Guidelines - Article XIX**) or demote the employee for the reasons set forth in this division. The action of the Board of education terminating the contract of an employee or suspending or demoting him/her shall be served upon the employee by registered mail. Within ten days following the receipt of such notice by the employee, the employee may file an appeal, in writing, with the court of common pleas of the county in which such school board is situated. After hearing the appeal, the common pleas court may affirm, disaffirm, or modify the action of the school board.
- D. Any non-certificated school employee may terminate his/her contract of employment thirty days subsequent to the filing of a written notice of such termination with the treasurer of the Board.
- E. A person hired exclusively for the purpose of replacing a non-certificated school employee while such employee is on leave of absence granted under Section 3319.13 of the Revised Code is not a regular non-certificated school employee under this section.
- F. Contracts will be provided by the Firelands Local Board of Education and will contain the information required by law.

### III. VACATIONS

- A. Each full-time, non-certificated employee, after service of one calendar year, shall be entitled, each year thereafter, to vacation with pay for a minimum of two calendar weeks, excluding legal holidays.
- B. After eight (8) years of continuing employment, three (3) calendar weeks of vacation at full pay is authorized, excluding holidays.
- C. After seventeen (17) years of continuing service, employees shall be entitled to four (4) calendar weeks of vacation at full pay, excluding holidays.
- D. For the purpose of this section, a full-time employee is a person who is in service for not less than eleven months in each calendar year.
- E. The building principal or the superintendent must approve vacation dates prior to the taking of vacation.
- F. Unused vacation time shall not be cumulative, unless prior arrangements have been made with the superintendent.
- G. When an employee is required, by the administration to work on any of the paid vacation, the employee shall be granted compensatory time off for which he/she shall be paid his/her regular salary, or he/she may be paid a premium rate (time and one-half) for work performed on a paid vacation day.

### IV. PAID HOLIDAYS

- A. Regular non-certificated employees on an eleven or twelve month basis are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. President's Day
  - 4. Memorial Day
  - 5. Independence Day
  - 6. Labor Day
  - 7. Thanksgiving Day
  - 8. The day after Thanksgiving Day
  - 9. Christmas Day
- B. If Christmas falls on a Tuesday, Wednesday, Thursday, or Friday, the day preceding Christmas shall be considered a special day for 12 month employees for which they may be absent from work that day, with pay, provided that school is not in session. If a paid holiday falls on a Saturday, employees will have the preceding Friday off. If a paid holiday falls on a Sunday, employees will have the following Monday off.

C. Regular non-certificated employees on a nine or ten month basis are entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Labor Day is also included as a paid holiday of the non-certificated employee provided he/she accrued earnings on the scheduled workday immediately preceding Labor Day and the next scheduled workday following Labor Day.
6. Thanksgiving Day
7. The day after Thanksgiving Day
8. Christmas Day

D. When an employee is required, by the administration, to work on any of the paid holidays, the employee shall be granted compensatory time off for which he/she shall be paid his/her regular salary, or he/she may be paid a premium rate for work performed on a paid holiday. Paid holidays will count toward worked hours for eligibility for overtime.

#### **IV-a. CALAMITY DAYS**

- A. When an employee is required, by the administration, to work on a calamity day, the employee shall be given the choice between compensatory time off, or pay at a rate of time and one half (1-1/2) based on his/her contracted hourly rate.
- B. Employee may accumulate up to 24 hours of unused compensatory time in one school year. This time cannot be used for leave during the first 5 days or last 5 days students are in session. Compensatory time must be used within the school year in which it was earned and may not be accrued to the next school year. Use of compensatory time must be arranged with the employee's immediate supervisor.

Calamity days will count toward hours worked for eligibility for overtime.

**V. PAY PROCEDURES**

- A. Pay periods for all non-certificated employees are bi-weekly.
- B. Authorized deductions include:
  - 1. Federal, State, Local and School District income tax
  - 2. Medicare deductions as required by law
  - 3. State retirement
  - 4. Hospitalization, as approved by the employee
  - 5. Union dues as authorized by the employee
  - 6. United Way deductions as approved by the employee
  - 7. Credit union deductions as authorized by the employee
  - 8. Tax-sheltered annuity payments, (see Appendix B)
  - 9. Insurance purchase, as approved by the employee
  - 10. Ohio Deferred Compensation Plan deductions – (see Appendix B)
  - 11. Firelands Schools Endowment Fund deductions
  - 12. PEOPLE deductions
  - 13. AFLAC deductions
- C. An itemized statement of wages and deductions shall accompany each paycheck.
- D. All non-certified employees working a minimum of three (3) hours per day for 178 or more days per year shall be set up on a work calendar and paid over 26 pays.
- E. All salary schedules include payment for a maximum of six (6) meetings per year for a maximum of ninety (90) minutes each, as authorized or called by the Superintendent, the County Superintendent, or their designees.
- F. Employees shall be eligible to take paid break times based on the following amount of consecutive hours worked per contracted position:

|                |   |
|----------------|---|
| 7+ hours       | two (2) ten (10) minutes breaks and<br>one (1) thirty (30) minute lunch break |
| 6+ hours       | two (2) 10 minute breaks  |
| 4 – 5.99 hours | one (1) ten (10) minute break   |
- G. Effective 9/1/08, all employees shall receive their pay through direct deposit.
- H. Questions regarding pay should be referred to the Payroll Secretary or Treasurer.

**VI LONGEVITY**

- A. The Firelands Board of Education will add an increase to bargaining unit members regular hourly rate in accordance with the following scale for all non-certificated employees who have been employed in the district for:
  - 13 years - 20 cents per hour
  - 18 years - 25 cents per hour (total 45 cents per hour)
  - 23 years - 30 cents per hour (total 75 cents per hour)

## VII. HOSPITALIZATION/PRESCRIPTION

- A. Hospitalization is viewed as a protective device, which will prevent an employee from encountering undue financial hardships.
- B. Currently the hospitalization plan carried by the Board is the Lake Erie Regional Council Employee Protection Plan (hereinafter referred to as "LERCEPP"). Effective January 1, 2009, the hospitalization plan will change to LERC Plan #1 that is summarized in Appendix D. Plan benefits are described in the Firelands Health Plan Document of the LERCEPP.
- C. Hospitalization insurance is available through the Board of Education to eligible persons according to the policies, rules and regulations on file with the treasurer of the Board of Education.

For the purpose of the hospitalization plan, the following definitions will be observed:

1. A regular full-time employee is an employee who works thirty (30) hours (bus drivers – 20 hours) or more per week for thirty-six (36) weeks or more per year.
2. A regular part-time employee is an employee who works at least fifteen (15) hours per week for thirty-six weeks (36) weeks or more per year.
3. Regular is defined as reporting for work five (5) days per week for at least thirty-six (36) weeks per year.

Only regular full-time and regular part-time employees, as defined above, will be considered for eligibility for hospitalization according to the rules and regulations for eligibility as detailed elsewhere in these policies, rules and regulations. All other employees, including employees working less than fifteen (15) hours per week and substitute employees are not eligible for participation in the local plan.

- D. The Firelands Local Board of Education will pay 93% of the monthly premium for an employee choosing single coverage and 91% of the monthly premium for an employee choosing family coverage. In choosing either single or family coverage, the employee hereby authorizes the Treasurer to deduct through payroll deduction, their appropriate share of the monthly premium.
- E. All employees who participate in the hospitalization plan and are not paid during the summer months must agree to pay the Board of Education, in advance, the employee amount necessary to keep the insurance in force during the summer months.
- F. The eligible part-time regular employee must pay by payroll deduction fifty (50) percent of the cost of the Family Plan or Single Plan.
- G. When an employee is no longer covered by a hospitalization plan through a spouse at another place of employment, he/she may select a plan according to the policies, rules and regulations contained herein. When the spouse of an employee is no longer covered by a hospitalization plan at another place of employment, the Board employee, if eligible, may select a plan according to the policies, rules, and regulations contained herein. When the spouse of an employee, both of whom had been employed by the Board, is no longer an employee of the Board, the remaining employee, if eligible, may select a plan according to the policies, rules and regulations contained herein.

- H. Each employee shall be required to complete an application form annually or semi-annually, or at other times as necessary to protect the interests of the Board and employees to determine eligibility for hospitalization.
- I. It is the responsibility of the employee to inform the Treasurer of the Board of Education immediately of any change in status, which affects his or her hospitalization plan.

If the employment of an employee is terminated for any reason, and such termination occurs on any date other than the 1<sup>st</sup> of a month, the benefits of group insurance terminate at the end of the month of the effective date of the termination of employment.

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance continued during a Board approved unpaid leave of absence, provided the employee pays the entire premium(s) for said coverage. The employee shall notify the Treasurer's office by the 15<sup>th</sup> of the month, when possible, of the coverage they intend to continue for the next month. Payments for such insurance coverage shall be received in the Treasurer's office by the 20<sup>th</sup> day of the month proceeding the month of coverage. Failure to meet the payment deadline will result in loss of coverage. Employees will then be considered for COBRA coverage as per law. Any classified employee may take up to five (5) days of unpaid leave as per provisions under **Article XII** and not have to pay benefits. Any days over five (5) shall be the responsibility of the employee.

- J. The Firelands Local Board of Education at its discretion may seek specifications and quotations from other companies and change companies if deemed advisable.
- K. The enrollment period(s) established by the current carrier shall be complied with. For new enrollees the waiting period shall be to the 1<sup>st</sup> of the month following thirty (30) work days.
- L. All Board of Education provisions of Employee Hospitalization Plan, Rules and Regulations in effect on the date of this Agreement, and not changed by the foregoing provisions, remain in effect. Any policies, rules and regulations of the Board of Education in conflict with the foregoing policies, rules and regulations are hereby repealed.
- M. Prescription Drug - (Effective Jan 1, 2004)

|                 |      |            |
|-----------------|------|------------|
| Generic Drug    | \$8  | deductible |
| Mail Order Drug | \$8  | deductible |
| Regular         | \$16 | deductible |
| Non-formulary   | \$32 | deductible |

N. **SECTION 125 PLAN**

- 1. Effective August 1, 2005, the Board shall establish, a "Section 125 Plan" that is designed to provide that employees who must make employee contributions for health care coverage will do so, on a pre-tax basis.

2. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, the “Plan Year” of the Section 125 Plan shall coincide with the annual open enrollment period that applies under the health care plan of the school district; and on an annual basis, employees who elect to be covered under the health care plan of the school district shall be automatically deemed to be enrolled in the Section 125 Plan and to have elected to have their required employee contributions for health care coverage deducted from their compensation on a pre-tax basis. An employee’s deemed election to participate in the Section 125 Plan may not be revoked during a Plan Year unless there is a change in the employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). To the extent required for compliance with IRC Section 125, the Board will provide for restrictions on the timing of the benefit elections of employees and dependents under the health care plans of the school district. Details of the Section 125 Plan will be provided at the time of an employee’s initial enrollment in the plan and on an annual basis. Plan details will also be available through the Treasurer’s office.
3. The Treasurer shall be the administrator of the Section 125 Plan, unless the Board delegates administration to a third party administrator. The Plan administrator shall be permitted to administer, interpret and operate the plan as the Plan administrator shall deem necessary for compliance with IRC Section 125, and applicable regulations (including proposed regulations) and rulings there under. Neither the Board nor OAPSE #220, guarantee the tax consequences associated with the Section 125 Plan; and the Treasurer’s office will report taxable income and prepare and file W-2s and other tax forms with governmental agencies, as it believes it is required to do so by law.

**O. HEALTH INSURANCE OPT-OUT COMPENSATION PLAN**

1. Current full-time employees who carry Health/Prescription coverage provided by the Board of Education and who have carried coverage for a minimum of the past 10 months may elect to opt-out of the district Health/Prescription Plan effective September 1<sup>st</sup> and shall then be eligible for a cash payment in lieu of coverage.
2. Payments shall be as follows for employees who opt to terminate his/her coverage effective September 1<sup>st</sup>.
  - \$2,000 for any employee currently carrying family coverage
  - \$1,000 for any employee currently carrying single coverage
  - \$1,000 for any employee currently carrying family coverage who opts to only carry single coverage.
3. Such payments in lieu of participation shall be made in two (2) installments (February and August), and shall not be subject to SERS contributions but shall be subject to all other applicable taxes.
4. Election of the Opt-Out Plan shall be made in writing to the Treasurer no later than July 31<sup>st</sup> of each year.

5. Any employee, who has elected to participate in the Opt-Out Plan and then loses coverage due to divorce, death, job loss, or any event outside the employee's control, shall be provided insurance coverage per Section VII upon written notification to the Treasurer. The opt-out compensation shall be pro-rated for those employees who need to elect coverage mid-year due to the above conditions.
6. When both spouses are employed by Firelands Schools, switching family coverage from one spouse to the other does not constitute opting out of coverage and therefore no payment shall be made in lieu of coverage.

#### **P. FLEXIBLE SPENDING ACCOUNTS (FSA)**

Flexible spending accounts allow employees to pay for certain eligible health care and dependent care expenses with pre-tax dollars. Effective January 1, 2009 flexible spending accounts will be available to all employees as outlined in Appendix E.

#### **VIII. DENTAL INSURANCE**

- A. The Board shall provide dental insurance coverage for its fulltime employees as outlined in the current district health plan booklet and Appendix D
- B. The definitions of full-time employees are found in **Article VII, Section C 1,2,3** of the current Negotiations Agreement.

#### **IX. LIFE INSURANCE**

- A. The Board of Education shall provide each 9 or 10 month employee who regularly works 27 and 1/2 hours (bus drivers – 20 hours) or more per week with a \$25,000 term life insurance policy, the Board of Education shall provide each 11 or 12 month employee who regularly works 27 and 1/2 hours per week or more with a \$30,000 term life insurance policy. The Firelands Local Board of Education will select the insurance company to provide this coverage.

#### **X. VISION CARE**

- A. The Firelands Board of Education agrees to provide a vision care plan for all regular full-time employees as defined in **Article VII, Section C 1, 2, 3**.

**XI. SEVERANCE PAY POLICY**

- A. Upon retirement, persons who have been in the employ of the Firelands Board of Education for a minimum of 3 years will be paid for one-fourth of their unused, accumulated sick leave (**Article XII, Section G1**) up to a maximum payment as follows:

| <b>Seniority</b> | <b>July 1, 2008</b> | <b>July 1, 2009</b> | <b>July 1, 2010</b> |
|------------------|---------------------|---------------------|---------------------|
| 14 or less       | 40                  | 45                  | 50                  |
| 15-19            | 45                  | 50                  | 55                  |
| 20-24            | 50                  | 55                  | 60                  |
| 25+              | 55                  | 60                  | 65                  |

An additional seven (7) days payment will be granted to that employee who is at or within ten (10) days of the maximum number of sick leave days. No employee will be paid for more than the total number of sick leave days accumulated while employed in the Firelands Local School District. A death benefit shall be paid to the designated beneficiary in the amount of earned severance pay according to this section, if an employee dies and has been employed by the Board for at least ten (10) years.

- B. Days allowable for payment will be figured by dividing the employee's unused accumulated sick leave, as recorded by the treasurer, by four. (Example: 85 unused, accumulated sick days at retirement divided by 4 equals 21.25 days of severance pay.)
- C. Payment will be based on the employee's average daily rate of pay for the last full year of regular employment.
- D. In order to be eligible for Severance Pay, a person must be an employee of the Firelands Board of Education at time of retirement.
- E. Severance payment will be made by the treasurer only after the employee furnishes documentation that he/she has been accepted for retirement by either STRS or SERS.
- F. The retirees shall receive payment in full within ninety (90) days after the documented retirement date. Severance payment will eliminate all sick leave accrued by the employee.
- G. In the event of a shortage of funds, the treasurer and the retiree may, by mutual agreement, decide upon an alternate method of payment.

## **XII. LEAVE PROVISIONS**

### **A. LEAVE OF ABSENCE AND PARENTAL LEAVE**

1. Leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made by the employee and formal approval has been granted by the Board of Education, or without the request of the employee, a period of extended absence from duty granted by the Board of Education to an employee.

2. Leave of absence shall be granted for the following reasons:

Personal illness  
Disability  
Parental  
Military Service

3. Leave of absence may be granted for the following reason:

Election or appointment to public office

4. All leaves of absence are without pay.

5. Length of leave of absence:

a. Leaves of absence for any purpose shall not extend for a longer period than two school years except in the case of disability retirement in which case the length of the leave shall be governed by the applicable Ohio statute, and in the case of military leave, which shall be governed by the applicable Ohio statute.

b. The Board of Education may grant a leave of absence for a period of time different from that stated in the employee's request for the leave.

c. Except for personal illness, disability, parental, or military service, no leave of absence shall begin between the opening date of school and the closing date of school, both dates included in any school year.

d. Except for personal illness, military service, and parental, no leave of absence shall terminate between the opening date of school and the closing date of school, both dates included, in any school year.

### **B. REQUESTS FOR LEAVE OF ABSENCE**

1. Employees requesting a leave of absence by reason of election or appointment to public office shall file a written application for such leave with the superintendent no later than April 1 of the school year preceding the school year for which such leave is requested. Upon the approval of the Board, such leave may be granted for one (1) school year. Such leave may be extended for one (1) additional school year, with the approval of the Board, by the employee's filing a

written request for such extension not later than April 1 of the school year preceding the school year for which such extended leave is requested.

2. Employees requesting a leave of absence by reason of disability shall file a written application for such leave with the superintendent as far in advance of the starting date for the leave as possible. In no event may the application be filed less than fifteen (15) school days prior to the requested starting date. Upon receipt of the application, the Board shall approve such leave for the remainder of that school year. Such leave shall be extended for an additional semester or school year upon receipt of a written request for such extension filed by the employee with the superintendent at least thirty (30) days prior to the starting date of the requested extension.
3. Employees requesting a leave of absence by reason of personal illness or military service shall file a written application for such leave with the superintendent as far in advance of the starting date for the leave as possible. In no event may the application be filed less than fifteen (15) school days prior to the requested starting date. Upon the receipt of the application, the Board shall approve such leave. Such leave shall be extended for additional days, an additional semester, or an additional school year upon receipt of a written request for such extension filed by the employee with the superintendent at least fifteen (15) days prior to the starting date of the requested extension.

#### **C. PARENTAL LEAVE**

1. Parental leave is an unpaid leave taken for the birth of a child, to care for the newborn, and/or legal placement of a child with the employee and to care for the newly placed child.
2. Any request for parental leave shall be submitted in writing to the superintendent not less than six (6) weeks prior to the commencement of such leave.
3. Upon receipt of the request, the Board shall approve such leave for the remainder of that school year. The leave shall be extended for an additional semester or school year upon receipt of a written request for such extension filed by the employee with the superintendent at least sixty (60) days prior to the starting date of the requested extension.

#### **D. RETURN FROM LEAVE OF ABSENCE**

1. Employees seeking to return from a leave of absence for election or appointment to public office shall file a written request for return with the superintendent not later than April 1. Employees may return from such leaves only at the start of a school year.
2. Employees seeking to return from parental leave or a leave of absence for military service for the second semester of a school year shall file a written request to return with the superintendent not less than forty-five (45) days prior to the start of the semester for which they wish to return. Where such employees seek to return at the start of a school year, they shall file with the superintendent not later than April 1 a written request for return.

**E. LEAVE OF ABSENCE AND SALARY INCREMENTS**

1. Only leaves for military service shall be considered valid for increments on the salary schedule. The number of increments shall be the minimum required by law

**F. EMPLOYMENT UPON RETURN FROM LEAVE**

1. Upon the return to service of an employee at the expiration of the leave of absence, the employee resumes the contract status, which he/she held prior to such leave.
2. Failure of an employee to return to service at the expiration of a leave of absence terminates the contract with the employee.
3. Exceptions may be made to the above regulations upon the recommendation of the Local superintendent and the approval of the Board of Education.

**G. SICK LEAVE**

1. All employees of the Board of Education shall accrue sick leave at the rate of 1-1/4 days per month of service. This accrual shall continue until a maximum of 225 (08/09), 240 (09/10), 255 (10/11) days is attained.

Available sick days will be indicated on the employees pay slip three times a year in the 1<sup>st</sup> pay of September, 1<sup>st</sup> pay of January and the 1<sup>st</sup> pay of May of each year.

2. Each new employee who has no accumulated sick leave shall be advanced five (5) days of sick leave when his/her contract begins. These days shall be counted as one-third of the 15 days to be earned during the year.
3. Employees who work part-time shall be entitled to sick leave for the time actually worked, pro-rated at the same rate as full-time employees.
4. Sick leave may be used for the following reasons and conditions.

a. Personal Illness

b. Illness in Employee's Immediate Family – Immediate family shall be interpreted as:

|         |               |
|---------|---------------|
| Spouse  | Grandmother   |
| Child   | Grandfather   |
| Sister  | Grandchild    |
| Brother | Mother-in-law |
| Father  | Father-in-law |
| Mother  |               |

Or anyone considered an integral part of the family whose primary legal residence is the same as the employee who is requesting sick leave. For an immediate family member who is a non-resident – three (3) days.

Additional days may be granted at the discretion of the superintendent. However, only a partial pay equal to the difference between the Board cost of the substitute and the employee per diem pay shall be paid for each

additional day. Additional days may also be granted for out-of-state travel at the discretion of the superintendent.

- c. Death of a Relative – Employees shall be allowed to use up to five (5) days of sick leave in the event of the death of a relative. Up to one day shall be granted for a non-relative at the discretion of the superintendent. Additional days may also be granted for out-of-state travel at the discretion of the superintendent.
  - d. Exposure to Contagious Disease – In the case of exposure to contagious disease, the approval of a physician must be presented for the entire period of absence.
  - e. Pregnancy –The use of sick leave for pregnancy is authorized during such time the condition prevents the employee from performing her job responsibilities.
5. Employees are required to furnish a written, signed statement to justify the use of sick leave. If medical attention is required, the employee statement shall list the name and address of the attending physician and the dates consulted. Falsification of a statement is grounds for suspension or termination of employment under Sections and 3319.16 of the Ohio Revised Code.

Absence forms (Form P-3) are available in each building office for the purpose of complying with this section. Employees are responsible for completing this form each time they are absent.

6. A statement from a licensed physician shall be required for absences of 5 days or more due to illness or pregnancy.
7. In order to return to work following an illness or other disability, an employee must be able to carry out his/her job responsibilities to the satisfaction of the superintendent or his/her designee.
8. **Sick Leave Bank** – Each year employees will be given the choice to donate up to 5 days of accumulated sick leave to a sick leave bank. Such donations must be submitted in writing to the treasurer's office between September 15<sup>th</sup> and September 30<sup>th</sup>, after which no donations may be made until the following year. All donations will be anonymous and unsolicited by either the employer or the Union. Sick days, which are donated, will be cumulative and therefore will not be given back to the employees who donated them.

Bargaining unit members who are absent due to a catastrophic injury or serious long term personal or family illness and who meet the following conditions:

- has donated to the sick leave bank
- has exhausted all of his/her accumulated sick leave
- has used 5 statutory days
- has applied for and been granted catastrophic leave days

may request up to fifteen (15) days per instance with fifteen (15) days maximum used in a five (5) year period, from the sick leave bank.

A committee made up of not more than five (5) OAPSE members and not more than two (2) Administration, shall meet and determine eligibility and number of days to be given.

Withdrawals shall be in full day units for the employees receiving the donation; however, donations shall be in relation to the number of hours worked in a day by the employee making the donation. (For example, a 2-hour employee contributing four (4) days to the sick bank will equate to a donation of only one day to an eight (8) hour employee. An eight (8) hour employee donating one (1) day will equate to a donation of four (4) days to a 2-hour employee, etc.)

## **H. CATASTROPHIC LEAVE**

Catastrophic leave shall be defined as a long, major personal or family illness that exhausts the staff member's accumulated sick leave. Absences for normal pregnancies, colds and the flu shall not be considered for catastrophic leave.

1. When a catastrophic leave becomes imminent, the individual shall contact the superintendent in writing and request the use of catastrophic leave. The superintendent may approve or deny the use of catastrophic leave.
2. Once the employee has exhausted their accumulated sick leave and has been advanced five (5) days as required by law, then the district will advance up to an additional ten (10) days if approved by the superintendent.
3. The days given under the catastrophic leave plan are an advance of the sick leave that the employee is expected to earn through continued employment with the Firelands Local School District. The employee's sick leave record will show a deficit balance until such time as they have earned the advanced sick leave. No other sick leave will be advanced until the employee's sick leave accumulation reaches a positive balance.
4. If the employee severs employment with the Firelands Local School District prior to the repayment of these advanced sick days, the district has the right to recoup the cost of these advanced days from any funds owed to the employee.
5. No employee shall use catastrophic leave to postpone applying for disability retirement.

## **I. ASSAULT LEAVE**

1. "Assault" means the causing of physical harm to an employee by any person when such employee charges such person with an offense prohibited by Title Twenty-nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, Assault Leave shall be granted to an employee who:
  - a. Is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is clearly unprovoked, and
  - b. Files criminal charges against his/her assailant as soon as he/she is physically able if requested to do so by the superintendent.

3. Assault Leave shall be granted for the period of the employee's physical disability or thirty (30) calendar days, whichever is less. If the duration of the physical disability exceeds thirty (30) calendar days, the employee may apply for an extension of Assault Leave, which will then be considered and acted upon by the Board. In no event shall Assault Leave exceed the actual duration of disability.
4. An employee shall be granted Assault Leave according to the following rules:
  - a. The incident, resulting in the absence of the employee, must have occurred during the course of employment with the Board, while on the Board premises, or at a Board approved or sponsored activity/event, or in the course of transporting pupils or material to or from said premises, activity, or event.
  - b. Upon notice to the principal or immediate supervisor that an assault upon an employee has been confirmed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
  - c. To qualify for Assault Leave the employee shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the superintendent. The superintendent may require a licensed physician's statement justifying the continuation of the leave.
  - d. An employee shall not qualify for payment of Assault Leave until the Assault Leave Form (Appendix A) and any requested physician's statement have been submitted to the superintendent.
  - e. Employees shall not be permitted to accrue Assault Leave.
  - f. Payment for Assault Leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
  - g. Payment under this Section shall constitute the employee's entire compensation from the Board during the period of physical disability minus Worker's Compensation or other disability-related compensation, during the allowable period of absence.

## **J. PERSONAL LEAVE**

1. All employees may be granted two (2) days of personal leave. These days shall be non-accumulative and shall be granted for personal business. Personal Leave is designed to cover legitimate reasons for absence, which are not covered in the Sick Leave Policy, for the purpose of attending to personal business that cannot be conducted outside the regular school day or for personal reasons over which the employee has no control.
2. Any employee who has accumulated a minimum of fifteen (15) sick leave days while employed in the Firelands Local Schools shall be granted one (1) day of unrestricted personal leave and any employee who has accumulated one hundred fifty (150) sick leave days while employed in the Firelands Local Schools shall be granted a second day of unrestricted personal leave. Under this provision, unrestricted personal leave

is defined as taking a paid leave of absence for any reason. These days shall be non accumulative.

3. Requests for personal leave must be submitted five (5) school days in advance to the superintendent's office via the school secretary or transportation office. In case of emergency, this provision may be waived. However, any waiver decision by the superintendent shall not set precedent for future requests for waiver.
4. The superintendent or his/her designee must approve all personal leave days.
5. Personal leave days may not be taken the first five (5) days or the last five (5) days with students in session, or three (3) days prior to or following a holiday or vacation. In case of emergency or unusual circumstances, this provision may be waived. However, any waiver decision by the superintendent shall not set precedent for future requests for waiver. Unrestricted Personal Days may be taken directly before or after NEOEA Day, Martin Luther King Day and Presidents Day.
6. For the graduation of a spouse, child, parent or grandchild from high school or college, an exemption from the time limitations of #5 above shall be allowed for one (1) day of personal leave to be used for travel time (if more than 150 miles) or for attendance (if the graduation day falls on a work day). Graduation includes graduation ceremonies at any JVS institution.
7. No more than two (2) employees per classification, or a total of four (4) for all classifications, shall be permitted personal business leave on the same day.
8. Personal leave days may not be taken for any purpose covered by any other form of leave available from the Board; including sick leave.
9. Falsification of personal leave is grounds for termination of employment.
10. Personal leave may be used to prepare for the departure of a spouse or child who is called to active duty. The restrictions listed in Sections 5 and 6 above shall not apply to personal leave used for this purpose.
11. Unused Personal Leave may be converted into either sick leave days or pay. Employees who choose the pay option shall be paid the hourly substitute rate (district maintenance and mechanics paid at bus driver substitute rate, head cooks paid at custodian substitute rate) for the unused personal day. The employee shall submit the Unused Personal Leave Form by July 10<sup>th</sup> each year, and payment shall be made on or before August 15<sup>th</sup> each year.

#### **K. PROFESSIONAL LEAVE**

1. A professional meeting is defined as one, which offers opportunity for the professional growth of the employee and/or is in the best interest of the school district as determined by the Local superintendent.
2. The attendance at professional meetings is subject to the approval of the Local superintendent or his/her designee.
3. A "Professional Meeting Request Form" must be submitted to the superintendent at least two weeks prior to the meeting date.

4. Reasonable expenses that are pre-approved will be paid upon submission of a copy of the request form with the actual expense portion completed. No advance expenses shall be paid. All receipts must be attached.
5. The number of meetings approved will be limited by the amount of funds designated for professional meetings in the annual appropriations.

**L. ATTENDANCE AT ASSOCIATION MEETINGS**

1. Elected officers or delegates to OAPSE shall not suffer loss of pay for attendance at meetings to which they are elected, up to a maximum of three (3) days per year.
2. The Firelands Board of Education shall pay no expenses for attendance at such meetings.
3. Elected officers or delegates should use the "Request for Personal Leave" forms when requesting attendance to meetings under this provision. Use of leave subject to this clause in the Agreement shall not be deducted from an employee's personal leave.

**M. DEDUCTIONS FOR UNAUTHORIZED ABSENCE FROM SCHOOL**

1. Absence from school under circumstances other than those listed elsewhere in this Agreement or as outlined in previously adopted Board of Education regulations shall result in deductions from salary of the absent employee in the following manner:
  - a. The multiplier for determining per diem deductions for unauthorized absences shall be the number of contract days. Contract days shall be defined as duty days as set forth in the adopted school calendar and the designated holidays.
  - b. Salary deductions for any unauthorized absence less than a full day shall be pro-rated as a fraction of a full day.

**N. UNPAID LEAVE**

1. All employees will be limited to five (5) unpaid leave days per year. These days shall be non-accumulative and will be considered on an individual basis with prior approval by the immediate supervisor or building administrator first, with final approval given by the Superintendent or his designee.
2. Requests for unpaid leave will be considered on an individual basis and are generally intended for emergencies, which are not covered by any other leave provision under this contract.
3. No more than two (2) employees per classification, or a total of four (4) for all classifications, shall be permitted unpaid leave on the same day.
4. In settling disputes over similar unpaid leave requests, the date that the request was made will determine who shall be permitted to take the leave. If the dates are the same, then seniority will be the final determiner.

5. Unpaid leave days may not be taken the first five (5) days or the last five (5) days with students in session, or three (3) days prior to or following a holiday. In case of emergency or unusual circumstances, this provision may be waived. However, any waiver decision by the superintendent shall not set precedent for future requests for waiver.
6. Fulltime employees who qualify for paid vacation cannot use unpaid leave for the purpose of extending their vacation.
7. Requests for unpaid leave intended to be used as “unpaid vacation” will be limited to five (5) days and must be requested at least two (2) weeks in advance. Personal days may not be used in conjunction with “unpaid vacation”.

**XIII. JURY DUTY**

- A. The Board of Education shall pay employees the difference between such employee’s regular salary and the amount received for serving as a juror. Jury duty shall not be deducted from sick leave or personal leave.
- B. Upon payment by the court for jury duty, the employee shall send a copy of such payment to the Treasurer’s office for deduction from their pay.
- C. Second and third shift employees shall be entitled to a paid day off work according to Article XII, Section A, if they are called and serve on a jury.

#### **XIV. ASSIGNMENT AND TRANSFER**

A vacancy is an opening that the Board has decided to fill, that occurs because of a staff member vacating a current position or when a new job is created by the Board.

Vacancies shall be filled within twenty-five (25) work days of posting.

- A. When a vacancy or newly created position occurs within a job classification, bargaining unit members shall be notified. Within seven (7) work days of such notice, the superintendent, or his/her designee, shall notify the OAPSE President of such postings both in writing and to his/her school E-mail address. The Board also agrees to make every attempt to post such vacancies on the school website. Such vacancies or new positions shall be posted for a period of ten-(10) work days conspicuous place, in each building.

The job notice will specify the title of the position, qualifications, the hours to be worked (ex: number of hours and number of days), and the work location. Salary and benefits shall be according to the Negotiated Agreement. A job description shall be given upon request.

Any employee meeting job qualifications may submit, in writing, to the superintendent their request for the position and shall be interviewed by the administrator in charge, who shall make recommendations to the superintendent.

In selecting an employee when qualifications are equal, the Board shall offer the position to the most senior employee of the school district.

Consideration shall be given to fill such vacancies from within the school system before considering any applicants from outside sources.

- B. Current employees who are hired to fill a vacancy in a job classification with a higher or equal pay scale shall not be paid less per hour than they were paid prior to being advanced to the new position.
- C. No Subs shall be used for more than twenty-five (25) working days to fill vacant positions.
- D. The President of Local 220 shall be notified and consulted prior to the creation and/or posting of any "As Needed" positions.
- E. If management needs to increase the amount of contractual hours an employee works during the workday on a regular basis, the supervisor shall have the right to increase time by no more than thirty (30) minutes without posting the position. Any positions that require an increase of more than 30 minutes, or if the increase would result in the employee going from a part-time to a full-time status, management shall post the position as a new position. An employee's contract shall not be increased more than thirty (30) minutes during the duration of the employee's employment contract.

## **XV. PERSONNEL FILES**

- A. The Office of the superintendent shall maintain the personnel file for each employee.
- B. Pursuant to Ohio's "Public Records Act", Ohio Revised Code 149.43 (B) provides, in relevant part, "[a]11 public records shall be promptly prepared and made available for inspection to any person at all reasonable times during regular business hours. Upon request, a person responsible for public records shall make copies available at cost, within a reasonable period of time. Pursuant to that section, all employees will be given the opportunity to review, and make copies of his/her personnel file upon arranging a suitable appointment with the administrator in charge of personnel files. Employees will have the right to attach any statements of rebuttal to any information in their personnel file. The employee may only review the file with an administrator present.
- C. If a member of the public requests to inspect the personnel file of any classified employee, the following procedure will be followed:
1. The employee shall be notified of the time and date of the examination and the identity of the person requesting to inspect their file.
  2. The employee shall be given two (2) business days to review his/her file prior to inspection, if requested, but in no case may the material to be inspected be delayed beyond the two (2) business days from the public request.
  3. If the request to inspect the file is made during a break or period when the employee is not normally expected to be at work, a reasonable attempt will be made to notify the employee of the request.
  4. Items protected from release by State or Federal law should be removed or blocked out, then recopies, prior to inspection.
  5. The inspection should be done at the Board Office, in the presence of the superintendent or designee, with the inspection recorded and copies made logged in the files.
  6. The superintendent or designee and at least one other district employee, if available, prior to release, should review items copied for release.
  7. Copies of the released documents should be sent to the employee at the time of the release, along with the logging of the inspection.
  8. In no case may the procedures be interrupted as preventing prompt and reasonable access to personnel files and copies thereto.
- D. Complaints Against Members of the Bargaining Unit
- If a parent or other member of the community makes an oral or written complaint about a classified employee, no record of such complaint may be placed in the employee's file unless the Superintendent or building principal has first notified the employee of the complaint. The employee may request a meeting with the Superintendent or principal to discuss the complaint. The employee may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous complaints will be disregarded.

## **XVI. GRIEVANCE PROCEDURES**

### **A. DEFINITIONS**

1. "Association" shall mean the Firelands Local of the Ohio Association of Public School Employees, Local #220.
2. "Immediate Supervisor" shall mean that employee having immediate supervisory responsibility over the grievant.
3. "Grievance" shall mean a claim by an employee that there has been a violation, misinterpretation or misapplication of the Negotiations Agreement between the Association and the Board, unless otherwise set forth in the Agreement.
4. "Grievant" shall mean any person or group of persons in the bargaining unit who claim that a violation, misinterpretation or misapplication of this Agreement has occurred. Where more than one (1) person is a grievant, each shall sign the grievance.
5. "Days" shall mean Monday through Friday, excluding holidays, unless specified differently.

### **B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION**

1. A grievant may appear on his/her own behalf, and at his/her sole discretion, may be accompanied at any time at all steps of the grievance procedure by a representative of the Association. The Association has the right to be present at, and shall be so notified in advance of, any grievance meeting at which a resolution to the grievance may be discussed.
2. The purpose of these procedures is to secure equitable solutions to grievances at the lowest level by the administrator having authority to resolve the grievance. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

### **C. TIME LIMITS**

1. The number of days indicated at each step in the procedure shall be the maximum.
2. If grievant does not file a grievance in writing within twenty (20) days after occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
4. Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver.
6. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.
7. Hearings under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend.

#### **D. GRIEVANCE PROCEDURE STEPS**

1. Informal Procedure:

A grievance, except as indicated, shall first be discussed with the principal or immediate supervisor in an attempt to resolve the problem.

2. Formal Procedure:

**Step 1:** If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a complete Grievance Report Form, Step 1, in duplicate. Copies of this form shall be submitted by the grievant to the principal. Within three (3) days of receipt of the Grievance Report Form, the principal shall meet with the grievant. The principal shall write a disposition of the grievance within three (3) days after such meetings by completing Step 1 of the Grievance Report Form and returning a copy to the grievant and the superintendent.

**Step 2:** If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall within five (5) days complete Grievance Report Form, Step 2 and submit same to the superintendent or his/her designee. Within five (5) school days of receipt of the Grievance Form, the superintendent or his/her designee shall meet with the grievant. Within three (3) days of this meeting, the superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step 2, forwarding a copy to the grievant and the principal.

**Step 3:** If the action taken by the superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and a copy filed with the treasurer of the Board of Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization.

The Board of Education shall act upon such appeal no later than its next regular meeting, and, within 3 days, shall forward a written response of the disposition of the grievance to the grievant, the superintendent and the principal.

**Step 4:** Arbitration – If the grievant is not satisfied with the resolution made by the Board of Education in Step 3, the employee (s) may, within five (5) working days or receipt of such written response, provide written notice to the treasurer of the Board of Education that the grievance shall be submitted to arbitration.

The arbitrator shall be selected from a list of nine (9) names submitted by the American Arbitration Association. The employee (s) and/or his/her representative, with the superintendent and/or his/her designee, shall strike names alternately until one remains who shall be the arbitrator.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The parties intend, if at all possible, that the hearing take place no later than ten (10) days following the arbitrator's selection.

The ruling of the arbitrator shall be made in writing to the grievant(s) and the superintendent, and be final to the limit of the grievance as stated.

Expenses of the arbitration, including the fee of the arbitrator and the American Arbitration Association, shall be borne by the losing party.

In the event of the decision of the arbitrator amounts to a compromise between the positions of the parties, then the above enumerated expenses shall be shared equally by the parties.

## **E. MISCELLANEOUS**

1. Nothing contained in this procedure shall be construed as limiting the individual right of a non-certified employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
2. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedures by reason of such participation.

## **XVII. LAY OFF PROCEDURE**

- A. When it becomes necessary to reduce the number of employees in a job classification due to abolition of a position, or lack of funds, or lack of work, affected employees shall be reduced according to system seniority within the classification with the least senior employee reduced first. Authorized leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward system seniority.

At least forty (40) working days prior to the effective date of any layoff, the Employer shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates, and classification(s) affected, and indicate which employees are to be laid off. Each employee, to be laid off, shall be given advance written notice of the layoff, with a statement advising the employee of their bumping reinstatement rights.

B. Definitions:

1. System seniority dates shall be computed by using the Board's official date of hire as recorded in the Board minutes.
2. Regular employment – is defined as employment in a bargaining unit position. Employment as an extra, casual or substitute employee will not count toward regular employment.
3. System seniority – is defined as the total length of continuous regular employment with the Board of Education computed from the earliest date of hire as stated in the Board minutes. Only regular employment will be counted in determining seniority.
  - a. The official Board of Education records as maintained in the Treasurer's office will be the official and final determiner of length of employment.
  - b. In the event of equal seniority the employees shall draw one card from a single deck of cards (single suit). The order of seniority shall then be determined from high to low (Ace being the highest in seniority, 2 being the lowest in seniority). A union representative shall be present during such tiebreakers.

- C. The following classification series (numbered below) shall be used for the purpose of defining both classifications and job classifications (lettered below) in the event of lay off and/or reduction:

1. Secretarial/Clerical
  - a. Secretary
  - b. Library Technician
  - c. Clerk
  - d. Library Aide
2. Educational aides/Educational Monitors
  - a. Full-time Special Ed Aides
  - b. Aides/Monitors
3. Cafeteria Personnel
  - a. Head Cooks

- b. Helper Cooks
- 4. Transportation Personnel
  - a. Mechanic
  - b. Bus Drivers
  - c. Mechanic Helper
  - d. Bus Monitor
- 5. Maintenance Personnel
  - a. District Maintenance
  - b. Maintenance Assistant
- 6. Custodial
  - a. Building Custodian
  - b. Cleaning Help

When new classifications are created, parties shall meet to determine appropriate placing in the above sequences.

- D. The Board of Education shall determine in which job classification the lay off and/or reduction should occur and the number of employees to be reduced and/or laid off.

Each employee to be reduced/laid off shall be given advance written notice of the reduction/lay off. Each notice of reduction/lay off shall state the effective date of reduction/lay off.

- E. Bumping

1. Any bargaining unit member who is reduced or displaced by a layoff shall have the right to bump an employee within any classification for which the employee has prior experience as a regular employee and has maintained the necessary qualifications, certification and/or license for that position. Employees shall have the right to bump an employee with less system seniority within a previously worked position. Reduced or displaced employees may bump another employee with more or lesser hours per day with the understanding that the total increase in time will not exceed one extra hour per day. Part-time employees cannot bump into a position, which would make the employee full-time.
2. Any employee who chooses not to bump may volunteer to be placed on the recall list.
3. When an employee bumps into a previous job classification which pays less per hour than their contracted rate prior to their reduction, he/she will be placed on the salary schedule of the new classification at the step closest to the hourly rate that he/she received in their former position but not less than their current rate of pay until such time that they return to their reduced position or until the employee's years of services dictates that he/she move on to the next step. This provision will not constitute any increase or decrease in an employee's seniority.
4. During a period of reduction in force, vacancies in classifications in which a layoff occurred shall be offered first to those employees not on the recall list in accordance with Article XIV Assignment and Transfer. However, employees on the recall list may apply for vacancies in the classification from which they were laid off.

Vacancies, which remain following this procedure, shall be offered to employees standing highest on the appropriate reinstatement list before the next person on the list is considered. The employee shall be notified by registered or certified mail addressed to the employee's last known address.

#### **XVIII. RECALL PROCEDURE**

- A. For the classifications in which the lay off occurs, the Board shall prepare a reinstatement list and name all employees who shall be placed on the reinstatement list in the reverse order of lay off. Reinstatement within the designated classification shall be made from this list based upon system seniority. All employees reduced from a classification shall have recall rights to that classification.
- B. A person on lay off shall maintain his/her recall rights for a period of two years from the date of lay off.
- C. A laid off employee will be eligible for recall from his/her last known address in the files of the treasurer's office. It shall be the responsibility of each employee to keep the treasurer's office informed of the current address in writing.
- D. Notice of recall to laid off employees shall be sent by certified mail to the employee's last known address as listed in the treasurer's office. The employee shall have ten (10) working days after date of recall to report to work. Date of recall means date of signed certified receipt of delivery. If addressee left no forwarding address, then the date of attempted delivery shown on returned certified letter shall serve as the date of recall.

If the employee does not return to work within the ten (10) working days, his/her name will be removed from the lay off list and the employee will be considered as resigning his/her position.

## **XIX. PROGRESSIVE DISCIPLINARY GUIDELINES**

The following are guidelines for progressive disciplinary action needed to correct employee job performance deficiencies and/or unacceptable employee conduct, standards or practices. No disciplinary action or termination will be given without just cause.

The following guidelines shall be applied on a step-by-step basis except for situations where the severity of the offense/violation warrants initiating discipline at a more advanced step:

### **Step 1 – Warning**

1. Written notification to the employee and the personnel file.
2. The employee's immediate supervisor shall hold a private informal conference with the employee for the purpose of discussing job performance, or unacceptable conduct.

### **Step 2 – Reprimand**

If an employee's job performance does not improve, a second meeting will be held between the employee and his/her immediate supervisor and/or another representative of the administration. The employee may have a representative of his/her choice at this meeting. This meeting may result in a written reprimand with a copy to the employee and the personnel file.

### **Step 3 – Suspension/Loss of Pay**

Penalty of one (1) to five (5) day(s) suspension with loss of pay may be given; all suspension and/or loss of pay must be with the superintendent's approval. Written copy to immediate supervisor, personnel file and to employee.

### **Step 4 – Ten (10) Day Suspension**

Penalty of up to ten (10) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the superintendent's approval. Written copy to immediate supervisor, personnel file and to employee.

All discipline involving steps 2 through 4 shall be appealable through the grievance procedure. The disciplined employee shall appeal said discipline within five (5) calendar days of the discipline to step 2 of the grievance procedure.

### **Termination of Contract**

Recommendation by the superintendent to the Board of Education.

Provisions of these Progressive Disciplinary Guidelines do not apply to the termination of an employee who is under a contract as defined in ORC 3319.081 (A).

## **XX. ASSOCIATION DUES AND FAIR SHARE FEE**

### **A. DUES DEDUCTIONS**

1. The Board agrees to deduct dues from the wages of OAPSE members to be paid to OAPSE upon presentation of a written authorization form signed by the individual OAPSE member.
2. Dues deductions shall be made from each member's wages for twenty (20) consecutive pay periods commencing with the first pay of October each year.
3. Within five (5) days after each deduction is made, the board shall forward all dues, including the Local dues, to the OAPSE State Treasurer at OAPSE's Columbus office with a listing of those employees for whom payment is made and the amount deducted for each employee. A copy of the deduction listing shall be sent to the OAPSE Local 220 Treasurer.
4. If requested by OAPSE, the Board will provide to OAPSE for each employee who authorizes dues deduction, or for whom fair share fees are to be deducted, the amount of the total gross annual income as reflected on the employee's W-2 form from the previous calendar year.
5. OAPSE shall notify the Board in writing of the annual dues rate for each employee no later than September 20<sup>th</sup> of each year.
6. Once authorization for dues deduction has been made by the employee, such deductions shall be continuous from year to year unless the employee revokes the authorization in writing. Written notice of revocation may be given by the employee only during the period of August 22<sup>nd</sup> through August 31<sup>st</sup> of each year. Said written notice shall be sent to both the Treasurer of the Board and to the OAPSE State Treasurer at the OAPSE Columbus office.

### **B. FAIR SHARE FEE**

1. Sixty (60) days following the beginning of employment or the effective date of this agreement, whichever is later, employees in the bargaining unit who are not members of the union 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 in the same manner except that written authorization for deduction of fair share fees is not required.
2. The union agrees that it will defend, indemnify and hold the employer, individual board members, administrators and other board personnel harmless from any claims, actions, demands, suits, damages, awards, fines and court costs by any employees or former employees arising from deductions made by the employer pursuant to this article.

3. This article shall only apply to regular employees working at least ten (10) hours or more per week for thirty-six (36) weeks or more per year.

**C. AFSCME PEOPLE**

1. The Board agrees to deduct from the wages of any employee who is a member of OAPSE, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Local OAPSE Treasurer. The employer agrees to remit any deductions made pursuant to this provision promptly to the OAPSE State office in Columbus (Attention: PEOPLE Department) together with a list of said deductions. The check shall be made payable to AFSCME PEOPLE. The union agrees to indemnify the employer for claims, demands, suits and any other form of liability incurred as a result of the implementation and enforcement of this provision.

**XXI. OAPSE SALARY NOTIFICATION**

- A. The Firelands Board of Education agrees to annually notify the Ohio Association of Public School Employees (OAPSE) of the base salary of all OAPSE Local #220 members of record in the treasurer's office. For employees who are hourly rated, the base salary shall be computed by multiplying the base hourly rate times the normally scheduled hours per week, times the normally scheduled weeks per year.
- B. If, for any reason, the Board fails to notify OAPSE for any employee as above provided, the employee shall notify the treasurer in writing of the error or omission.
- C. The Ohio Association of Public School Employees and/or the Firelands Local of the Ohio Association of Public School Employees, Local #220 agrees to hold the Board and its designee harmless for any and all errors arising out of this salary notification procedure.

**XXII. JOB DESCRIPTIONS**

- A. The Board shall have written job descriptions for each classified position outlining the general duties and responsibilities of each classification. All job descriptions will be reviewed by the District periodically.
- B. The Union President shall be notified prior to any change or revision of a job description and prior to the creation of a job description for a new position covered by this Agreement. If requested by the Union President or designee, a meeting shall be held, at which time the Union may provide input regarding the anticipated change, revision or new job description.
- C. Each bargaining unit member shall be given a copy of his/her job description, and the Union President shall receive copies of all classified job descriptions. All new and revised job descriptions shall be given to the Union President after adoption by the Board of Education.

**XXIII. SERS DEDUCTION “PICK-UP”**

- A. The Firelands Board of Education shall continue to tax shelter the employee’s deduction to the School Employees Retirement System. This “salary restatement” method shall apply uniformly to all non-certified employees and no employee covered by this provision shall have the option to elect another benefit in lieu of this provision.
- B. Since the current taxation of deferred taxation of the “salary restatement” method is determined solely by the IRS, the Firelands Board of Education agrees to file all necessary notification with the State Employees Retirement System, but otherwise assumes no further liability.

The following example illustrates the intent of this provision:

|   |             |
|---|-------------|
| Salary  | \$ 10,000   |
| 8.75% employee’s contribution to SERS   | <u>-875</u> |
| Employee’s salary as restated, minus above retirement contribution (10,000 – 875) | \$ 9,125    |
| 14% board payment of board’s SERS contribution                                    | 1,400       |
| Employee’s salary for IRS purposes  | \$ 9,125    |
| Employee’s salary for SERS calculation of retirement benefits                     | \$ 10,000   |

#### **XXIV. RE-EMPLOYED RETIREES**

- A. Any non-certificated employee who has retired under the Ohio School Employees Retirement System or any other retirement system in the United States and subsequently is employed in the district may be hired and paid at a rate of pay between Step 0 and Step 5 on the appropriate salary schedule contained in this Agreement. For such retired non-certificated employees only, this provision expressly supersedes Section 3317.12 of the Ohio Revised Code and all other applicable laws.
- B. Such non-certificated employee is only eligible for a one-year limited employment contract that shall be automatically non-renewed at the end of that year. Such non-certificated employee will not resume nor be eligible for continuing contract status during any period of employment with the district. For such non-certificated employees only, this provision expressly supersedes the individual contracts and contract renewal provisions of this Agreement (**Article II, Sections A & B**), Sections 3319.081 and 3319.08 of the Ohio Revised Code and all other applicable laws.
- C. Such non-certificated employee who is interested in obtaining insurance benefits must opt for insurance benefits offered by SERS or such other appropriate retirement system and, therefore, is ineligible for district-provided insurance benefits (**Articles VII, VIII, IX and X**). Such non-certificated employee is not eligible to receive any severance payment upon leaving employment with the District (**Article XI**).
- D. For purposes of lay off procedure and recall procedure (**Articles XVI and XVIII**) such non-certificated employee shall begin with zero (0) year seniority in the District. For purposes of sick leave (**Article XII, Section G**) such non-certificated employee shall be considered a beginning employee and start with zero (0) days of sick leave accumulation.
- E. This provision of the Agreement and its terms will not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

**XXV. TUITION WAIVER**

- A. The Firelands Board of Education agrees to waive all tuition costs for the children (including adopted, step and/or foster) of a bargaining unit member who resides outside of the Firelands Local School District.
- B. However, if the superintendent determines that the child is eligible to attend as an open enrollment student, the bargaining unit member agrees to complete all necessary application forms.
- C. The bargaining unit member shall file a written request with the Superintendent by July 1 if he/she intends to enroll a child(ren) under this provision.
- D. New hires after July 1 have ten (10) days to notify the superintendent that he/she intends to use this provision.

**ARTICLE XXVI**

**JOB CLASSIFICATION  
PROVISIONS**

**A. Work schedule for SECRETARY to:**

High School Principal and Assistant  
Middle School Principal and Assistant  
Elementary Principal and Assistant

Work year 10 months, beginning two (2) weeks prior to the first day that teachers are due in the Fall, 210 days per year, 8 hours per day, 8 holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas). Calculations are based on 1,680 hours per year. Between the first day teachers are due in the Fall and the last day teachers are due in the Spring, both dates included, the secretary is due the days the teachers are due. The daily schedule is set by the superintendent and may be changed. The secretary may be required to spend additional time as necessary at the lawful rate of one and one-half times regular pay for time over 40 hours in a week to distribute, to collect, to deposit, and to keep necessary records of activity funds and other collections of money as necessary.

1. For placement on the salary or wage schedule three years of credit for secretarial or clerical experience may be allowed.
2. Regular hourly rate is paid for the first 40 hours in a week. Time over the first 40 hours in a week is paid at a rate one and one-half times the regular rate.
3. In order to be eligible for holiday pay, an employee must work the particular workdays regularly scheduled to immediately precede and follow the holiday. For purposes of this provision, vacation days or sick days are considered as regularly scheduled workdays whereas; personal or merit days are not. If the holiday falls on a weekend, full-year employees will be given a day off and will be paid at their regular rate.
4. Teacher substitute stipend. The employee who is responsible for securing teacher substitutes shall be compensated at the rate of \$10.00 per teacher per school year. Payment shall be based on the total number of certified teachers scheduled to report for work on the first day of the school year.

At the end of the school year, and prior to the payment of this stipend, the employee shall submit to the treasurer a time sheet(s) showing the date, teacher's name, substitute's name and time spent securing the substitute.

**B. Work schedule for MONITORS, AIDES, AND OTHER CLERKS is determined by the assignments.**

- C. Work schedule for the BUS MECHANIC** is based on twelve (12) months per year, 2,080 hours per year.
1. For placement on the salary or wage schedule up to five years credit for experience may be allowed. Prior experience must be similar or equivalent to the job category. A year's experience shall consist of at least 120 working days.
  2. Regular hourly rate is paid for the first 40 hours in a week. Time over the first 40 hours in a week is paid at a rate one and one-half times the regular rate.
  3. The mechanic will furnish his own small tools.
  4. A reasonable rental service for uniforms will be authorized by the superintendent.
  5. The work schedule includes pay for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas.
  6. In order to be eligible for holiday pay, an employee must work the particular workdays regularly scheduled to immediately precede and follow the holiday. For purposes of this provision, vacation days or sick days are considered as regularly scheduled workdays whereas; personal or merit days are not. If the holiday falls on a weekend, full-year employees will be given a day off and will be paid at their regular rate.

- D. Work schedule for BUS DRIVERS** includes pay for the following holidays: Labor day, New Year's Day, Presidents' Day, Martin Luther King Day, Memorial Day, Thanksgiving Day, the day after Thanksgiving, and Christmas, providing such holidays fall during the normal work week of the employee and provided the employee works the regularly scheduled work days immediately preceding and following the holiday. For purposes of this provision, vacation days or sick days are considered as regularly scheduled workdays whereas: personal or merit days are not.
1. Up to 3 years of previous experience may be counted for initial placement on the salary schedule. Prior experience must be similar or equivalent to the job category. A year's experience shall consist of at least 120 working days.
  2. The bus drivers agree to assist in bus routing, with the objective of picking up the greatest number of students in the fewest miles. The pay schedule includes payment to drivers for assistance in bus routing and for completing the initial routing slip (Form T-2) at the beginning of the school year. If, however, after completing the initial Form T-2, a driver is required to redo the Form T-2 because of additions to his/her route, the driver may request payment up to 4 hours at the rate of \$8.00 per hour as deemed payable by the superintendent or his designee.
  3. The bus driver will promptly report route changes and changes in pickups to the superintendent or his designee.
  4. Thirty (30) minutes per day shall be added to the base salary for the following driver responsibilities:
    - a. Completion of the Driver's Daily Safety Check (CDL) requirements.
    - b. Daily interior bus cleanliness.
    - c. Exterior washing of the bus at least once every 10 days – during the period December 1 – April 1. Arrangements to use the bus garage shall be made with the head bus mechanic. This requirement may be waived on an individual basis by the transportation coordinator if extenuating circumstances so warrant.
    - d. Starting the bus at least fifteen (15) minutes prior to the first run of the day.
    - e. Fueling the bus.
  5. Kindergarten bus runs are in addition to regular runs and will be paid on a pro-rated hourly basis with one (1) hour minimum payment.
  6. Kindergarten drivers may turn in time slips bi-weekly.
  7. Any regular or substitute driver is to have 60 routine trips in the district before being assigned or accepting day or night non-routine trips.
  8. The names of the drivers will be listed on the callboard in the order of seniority.
  9. A driver may properly notify the dispatcher that he/she will not take certain trips. He/she will not then be called but his/her name will be moved to the called side each time a trip comes up in his/her turn.
  10. Any driver called for a non-routine trip is to give a "yes" or "no" answer when called.

11. If the school gives sufficient notice of a non-routine trip the dispatcher whose duty is to assign drivers will try for 24 hours to secure the next driver in line for the trip. If unsuccessful, an effort is to be made for the next 12 hours to secure the second driver in line for the trip. After two unsuccessful attempts, a driver, including substitutes, will be secured without reference to turns. Either one of the two drivers called loses his/her turn until the next time around. The driver accepting the trip out of turn does not lose his regular turn.
12. If a driver accepts a trip and later is unable to drive the trip, within 24 hours of departure time, then the dispatcher will make 2 attempts within a 2-hour period to secure the next driver in line for the trip. If the dispatcher cannot secure the next driver after 2 attempts within the 2-hour period, the driver loses his/her turn until the next time around. The dispatcher may contact the next driver on the callboard, and will continue down the list until a driver accepts the trip, the first driver to return the call, when a message was left, will be the driver for the trip. Within 3 hours of the departure time and a driver has not been secured then the substitute drivers will be called. The driver accepting the trip out of turn does not lose his/her regular turn.
13. When a regular driver must take a non-routine trip during part or all of the time when he/she would be running his/her routine trip, he/she will be paid at his/her regular rate for the routine trip plus any additional time for the non-routine trip at the non-routine rate of pay.
14. In the event a non-routine trip is cancelled and the scheduled driver is not notified prior to leaving home, then the driver shall be entitled to one (1) hour's pay upon request. This provision shall not apply to non-routine trips scheduled during normal school hours.
15. For extra trips only, when a driver has already been to school for regular trips, bus drivers shall be paid for time from storage to storage. Extra time, from storage to beginning of trip, shall be established by the bus supervisor.
16. On the weekend, if a driver of a non-routine trip delivers students to an event, returns home, and is not notified at least 2 hours prior to pick-up that the pick-up has been cancelled, then the driver shall be entitled to one (1) hour's pay upon request.
17. For non-routine trips involving students wearing football equipment to and from an event, a time slip not to exceed 15 minutes may be turned in for bus clean up.
18. Turning in time slips for extra time sustained by a driver due to mechanical bus failure, making emergency trips and/or extenuating circumstances, as deemed payable by the superintendent or his designee shall be permitted.

For the purposes of this provision:

- a. Mechanical bus failure must have occurred on the road while the driver was making a run.
- b. Time gained, due to the failure of a bus to start prior to a run, does not qualify the driver for extra time pay.

- c. Extra time for mechanical bus failure, due to the driver's failure to comply with section EDb-919-05 of the Ohio Pupil Transportation Laws and Regulations, is not payable.
- d. Extra time shall be defined as ten (10) or more minutes of time incurred at the site of the breakdown while awaiting repairs or assistance.

The payment of this extra time will be dependent on the fact that the net effect of the breakdown has caused the driver to exceed the time payable for the run.

19. When a driver is called upon and agrees to train a driver new to the district, the driver will receive additional pay at his/her regular rate. Only those drivers who have successfully completed at least one school bus driver training school may train other drivers. The selection of the driver will be made by the superintendent of schools according to criteria approved by the board of education.
20. Each bus driver must hold a valid CDL license with school endorsement and a Lorain County Board of Education driving certificate.
21. Each bus driver must have a valid First Aid Certificate.
22. Termination of employment with the Firelands Board of Education shall be immediate if a bus driver becomes uninsurable or if there is a loss of license or if the driver cannot obtain a valid Educational Service Center Driver Certificate. Said bus driver(s) automatically waives their right to the negotiated agreement grievance procedure. Furthermore, said bus driver waives their right to bump into another work classification.
23. Should an employee have to take a drug test, the employee shall be compensated for two (2) hours of pay at the employee's regular rate. If an employee is requested to go to court on behalf of the Board, the employee shall be paid for all hours the employee is present at the court at their regular hourly rate.

## **BUS CLEANLINESS**

1. Bus exterior should be clean.
2. Bus interior (floors, seats, walls, ceiling and tray under the seat) should be in clean condition. Driver's area, first aid compartment, glove compartment is to be cleaned and dusted.
3. Bus exterior and windows (inside and outside) shall be cleaned before the bus is returned to service at the beginning of the school year.
4. Cleaning heater filters shall be the responsibility of the bus mechanic
5. Removal of excess tar from the exterior of the bus shall not be responsibility of the bus driver.
6. Substitute bus drivers who are required to clean the bus at the end of the school year shall be paid up to a maximum of 4 hours cleaning time. This provision is based on the assumption that the substitute driver has not been paid a 0.3-hour daily cleaning allowance.
7. Cleaning materials can be obtained in the bus garage. If any driver desires to wax his/her bus, wax will be provided.
8. Bus cleanliness shall be determined by the superintendent and/or his designee.

**E. Work schedule for DISTRICT MAINTENANCE** is based on twelve (12) months per year 2,080 hours per year.

1. For placement on the salary or wage schedule, up to five years of previous experience may be counted for initial placement. Prior experience must be similar or equivalent to the job category. A year's experience shall consist of at least 120 working days per contractual year.
2. Regular hourly rate is paid for the first 40 hours in a week. Time over the first 40 hours in a week is paid at a rate one and one-half times the regular rate.
3. The work schedule includes pay for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas.
4. In order to be eligible for holiday pay, an employee must work the particular workdays regularly scheduled to immediately precede and follow the holiday. For purposes of this provision, vacation days or sick days are considered as regularly scheduled workdays whereas; personal or merit days are not. If the holiday falls on a weekend, full-year employees will be given a day off and will be paid at their regular rate.

**F. Work schedule for BUILDING CUSTODIAN** is based on twelve (12) months per year, 2,080 hours per year.

1. For placement on the salary or wage schedule, up to five years of previous experience may be counted for initial placement. Prior experience must be similar or equivalent to the job category. A year's experience shall consist of at least 120 working days per contractual year.
2. Regular hourly rate is paid for the first 40 hours in a week. Time over the first 40 hours in a week is paid at a rate one and one-half times the regular rate.
3. Overtime and extra time to be rotated within each building to the extent practical.
4. The work schedule includes pay for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas.
5. In order to be eligible for holiday pay, an employee must work the particular workdays regularly scheduled to immediately precede and follow the holiday. For purposes of this provision, vacation days or sick days are considered as regularly scheduled workdays whereas; personal or merit days are not. If the holiday falls on a weekend, full-year employees will be given a day off and will be paid at their regular rate.
6. \$934 per year additional is paid for duties of the High School, Middle School, and Firelands Elementary full-time maintenance custodian.
7. Building assignments, duties and work schedules are made by the superintendent. The building principals with the approval of the superintendent may change duties

and work schedules. Changes in building assignment may be made by the superintendent.

8. Duties include work on the school sites as well as in the school buildings.
9. Custodians and cleaning help may be assigned to work in teams at the discretion of the superintendent.

- G. Work schedule for HEAD COOKS** is based on a minimum of 1,330 hours per year, 190 days per year on duty including 8 paid holidays per year, a minimum of 7 hours per day, due on all parent-teacher conference days, but not on Fall In-Service Day.

**Work schedule for 5 hour per day HELPER COOKS** is based on a minimum of 1,128 hours per year, 188 days per year on duty including 8 paid holidays per year. The work dates for two (2) of the 180 days shall be at the discretion of the Superintendent.

1. For purposes of placement on the salary schedule, a year's experience for head cooks shall be no less than 120 days on 7 hours per day under contract. Experience in institutional food preparation may be counted at the rate of one year of no less than 120 days in a calendar year of 7 hours per day up to a limit of five years.
2. A year's experience for a helper cook shall be no less than 120 days of daily duty at the hours assigned. Local experience in the district as a helper cook shall count as one-half year for each 120 days toward placement on the salary schedule for head cook.
3. Paid holidays include: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas.
4. In order to be eligible for holiday pay, an employee must work the particular workdays regularly scheduled to immediately precede and follow the holiday. For purposes of this provision, vacation days or sick days are considered as regularly scheduled workdays whereas; personal or merit days are not.
5. Assignment:
  - a. A cook in any classification may be assigned to any kitchen in the district at any time.
  - b. A head cook is assigned to each kitchen.
  - c. When the workload of the head cook is in excess of an average of seven hours per day, helper cooks may be assigned.
6. The number of hours assigned to hourly rated cooks may vary from day to day according to the amount of help needed.
7. Helper cooks are not paid for their lunchtime. Head cooks have their lunch time included in the seven hours in their workday, but they may be interrupted to perform a service.
8. Cooks may be required to furnish their own aprons and hairnets. The alternative for aprons is a reasonable rental service approved by the Superintendent.
9. Head cooks in buildings with an in-house student population greater than 400 but less than 500 students shall be paid an additional 5 cents per hour.
10. Head cooks in buildings with an in-house student population greater than or equal to 500 students shall be paid an additional 10 cents per hour.
11. When any of the school kitchens are used by groups to prepare food for purposes other than school lunches, one of the regularly employed cooks will be assigned

as supervisor. Since this regulation is made to protect school property the assigned cook must spend the entire time on the job while the group is using the kitchen. The supervisory cook is not required to perform any services except those of a supervisory nature. It is permissible for the group requesting the use of the kitchen to contact the head cook of the kitchen directly. The group using the kitchen must pay a fee set up by the board of education. The Board of Education will pay the cook upon presentation of a time sheet.

12. When a vacancy occurs and if the vacancy is to be filled, the cooks may be assigned to the position according to seniority provided the cook is the most qualified person for the job.

# SALARY SCHEDULES

JULY 1, 2012

JULY 1, 2013

**2012-2013 Non-Certified Salary Schedules**

1.5% Base, Steps Frozen

| <b>Secretarial</b>  |             |        |        |
|---|-------------|--------|--------|
| Secretary to: High School Principal, Middle School Principal,<br>Elementary Principal |             |        |        |
| Based on 1680 hours, 210 Days   |             |        |        |
| Experience  | Hourly Rate | Salary |        |
| 0   | 13.16       | \$     | 22,116 |
| 1   | 13.94       | \$     | 23,412 |
| 2   | 14.49       | \$     | 24,350 |
| 3   | 14.80       | \$     | 24,862 |
| 4   | 15.14       | \$     | 25,442 |
| 5   | 15.45       | \$     | 25,953 |
| 6   | 15.70       | \$     | 26,379 |
| 7   | 16.01       | \$     | 26,891 |
| 8   | 16.35       | \$     | 27,471 |
| 9   | 16.63       | \$     | 27,931 |
| 25  | 16.97       | \$     | 28,511 |

| <b>Library Tech</b> |             |  |
|---------------------|-------------|--|
| Experience          | Hourly Rate |  |
| 0                   | 13.08       |  |
| 1                   | 13.86       |  |
| 2                   | 14.40       |  |
| 3                   | 14.72       |  |
| 4                   | 15.03       |  |
| 5                   | 15.35       |  |
| 6                   | 15.61       |  |
| 7                   | 15.94       |  |
| 8                   | 16.20       |  |
| 25                  | 16.53       |  |

| <b>General Clerks</b>              |             |  |
|------------------------------------|-------------|--|
| General Clerk (Duties as Assigned) |             |  |
| Experience                         | Hourly Rate |  |
| 0                                  | 12.98       |  |
| 1                                  | 13.77       |  |
| 2                                  | 14.33       |  |
| 3                                  | 14.65       |  |
| 4                                  | 14.95       |  |
| 5                                  | 15.23       |  |
| 6                                  | 15.54       |  |
| 7                                  | 15.83       |  |
| 8                                  | 16.13       |  |
| 25                                 | 16.45       |  |

| <b>Library Aides</b> |             |  |
|----------------------|-------------|--|
| Experience           | Hourly Rate |  |
| 0                    | 12.80       |  |
| 1                    | 13.55       |  |
| 2                    | 14.13       |  |
| 3                    | 14.41       |  |
| 4                    | 14.70       |  |
| 5                    | 15.02       |  |
| 6                    | 15.35       |  |
| 7                    | 15.61       |  |
| 8                    | 15.95       |  |
| 25                   | 16.26       |  |

| <b>Full Time Special Ed Aides</b>        |             |        |        |
|--|-------------|--------|--------|
| Based on 1,395 hours, 186 days @ 7.5 hrs |             |        |        |
| Experience                               | Hourly Rate | Salary |        |
| 0  | 12.80       | \$     | 17,855 |
| 1  | 13.55       | \$     | 18,903 |
| 2  | 14.13       | \$     | 19,710 |
| 3  | 14.41       | \$     | 20,106 |
| 4  | 14.70       | \$     | 20,503 |
| 5  | 15.02       | \$     | 20,956 |
| 6  | 15.35       | \$     | 21,409 |
| 7  | 15.61       | \$     | 21,777 |
| 8  | 15.95       | \$     | 22,244 |
| 25                                       | 16.26       | \$     | 22,683 |

| <b>Special Needs Attendants</b> |             |  |
|---------------------------------|-------------|--|
| Experience                      | Hourly Rate |  |
| 0                               | 12.70       |  |
| 1                               | 13.43       |  |
| 2                               | 14.00       |  |
| 3                               | 14.31       |  |
| 4                               | 14.59       |  |
| 5                               | 14.86       |  |
| 6                               | 15.19       |  |
| 7                               | 15.51       |  |
| 8                               | 15.81       |  |
| 25                              | 16.13       |  |

| <b>Monitors, Teacher Aides</b> |             |  |
|--------------------------------|-------------|--|
| Experience                     | Hourly Rate |  |
| 0                              | 12.70       |  |
| 1                              | 13.43       |  |
| 2                              | 14.00       |  |
| 3                              | 14.31       |  |
| 4                              | 14.59       |  |
| 5                              | 14.86       |  |
| 6                              | 15.19       |  |
| 7                              | 15.51       |  |
| 8                              | 15.81       |  |
| 25                             | 16.13       |  |

**Head Cooks**

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 13.06       |
| 1          | 13.85       |
| 2          | 14.35       |
| 3          | 14.69       |
| 4          | 15.00       |
| 5          | 15.30       |
| 6          | 15.59       |
| 7          | 15.88       |
| 8          | 16.18       |
| 25         | 16.51       |

Head cooks in buildings with an in-house student population greater than 400, but less than 500 students shall be paid an additional 5 cents/hour.

Head cooks in buildings with an in-house student population greater than or equal to 500 students shall be paid an additional 10 cents/hour.

**Helper Cooks**

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.24       |
| 1          | 12.95       |
| 2          | 13.53       |
| 3          | 13.85       |
| 4          | 14.11       |
| 5          | 14.39       |
| 6          | 14.71       |
| 7          | 15.05       |
| 8          | 15.35       |
| 25         | 15.63       |

Additional for helper cook acting as head cook - \$4.00/day.

**District Maintenance**

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 15.18       | \$ 31,584 |
| 1          | 16.02       | \$ 33,315 |
| 2          | 16.61       | \$ 34,539 |
| 3          | 16.94       | \$ 35,236 |
| 4          | 17.24       | \$ 35,869 |
| 5          | 17.55       | \$ 36,503 |
| 6          | 17.83       | \$ 37,094 |
| 7          | 18.13       | \$ 37,706 |
| 8          | 18.45       | \$ 38,382 |
| 9          | 18.78       | \$ 39,057 |
| 25         | 19.15       | \$ 39,838 |

**Building Custodian**

Full Duties

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 13.65       | \$ 28,396 |
| 1          | 14.43       | \$ 30,021 |
| 2          | 15.07       | \$ 31,351 |
| 3          | 15.38       | \$ 31,985 |
| 4          | 15.67       | \$ 32,597 |
| 5          | 15.97       | \$ 33,209 |
| 6          | 16.25       | \$ 33,800 |
| 7          | 16.53       | \$ 34,391 |
| 8          | 16.87       | \$ 35,088 |
| 9          | 17.18       | \$ 35,743 |
| 25         | 17.53       | \$ 36,460 |

**Maintenance Assistant**

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 12.84       | \$ 26,707 |
| 1          | 13.59       | \$ 28,269 |
| 2          | 14.08       | \$ 29,282 |
| 3          | 14.46       | \$ 30,085 |
| 4          | 14.73       | \$ 30,634 |
| 5          | 15.06       | \$ 31,330 |
| 6          | 15.37       | \$ 31,964 |
| 7          | 15.67       | \$ 32,597 |
| 8          | 15.99       | \$ 33,251 |
| 25         | 16.32       | \$ 33,948 |

**Cleaning Help**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.32       |
| 1          | 13.08       |
| 2          | 13.59       |
| 3          | 13.94       |
| 4          | 14.22       |
| 5          | 14.46       |
| 6          | 14.80       |
| 7          | 15.14       |
| 8          | 15.46       |
| 25         | 15.75       |

Cleaning help that are assigned to work on Saturday or Sunday shall receive a weekend differential of 50 cents per hour for those hours worked on such Saturday or Sunday

**Groundskeeper**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.48       |
| 1          | 13.25       |
| 2          | 13.70       |
| 3          | 14.05       |
| 4          | 14.36       |
| 5          | 14.68       |
| 6          | 14.99       |
| 7          | 15.33       |
| 8          | 15.66       |
| 25         | 16.01       |

**Mechanic**

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 15.50       | \$ 32,238 |
| 1          | 16.35       | \$ 34,011 |
| 2          | 16.95       | \$ 35,257 |
| 3          | 17.26       | \$ 35,890 |
| 4          | 17.56       | \$ 36,524 |
| 5          | 17.87       | \$ 37,178 |
| 6          | 18.14       | \$ 37,727 |
| 7          | 18.48       | \$ 38,445 |
| 8          | 18.78       | \$ 39,057 |
| 9          | 19.07       | \$ 39,669 |
| 25         | 19.45       | \$ 40,451 |

**Mechanic Helper**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 11.88       |
| 1          | 12.50       |
| 2          | 12.62       |
| 3          | 13.25       |
| 4          | 13.48       |
| 5          | 13.99       |
| 6          | 14.26       |
| 7          | 14.46       |
| 8          | 14.72       |
| 9          | 15.02       |
| 25         | 15.33       |

**Bus Drivers**

Based on 846 hours, 188 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 15.18       | \$ 12,846 |
| 1          | 16.02       | \$ 13,550 |
| 2          | 16.61       | \$ 14,048 |
| 3          | 16.94       | \$ 14,332 |
| 4          | 17.24       | \$ 14,589 |
| 5          | 17.55       | \$ 14,847 |
| 6          | 17.83       | \$ 15,087 |
| 7          | 18.13       | \$ 15,336 |
| 8          | 18.45       | \$ 15,611 |
| 9          | 18.78       | \$ 15,886 |
| 25         | 19.15       | \$ 16,203 |

Non Routine Trips

12.00

**Bus Monitor**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 10.85       |
| 1          | 11.61       |
| 2          | 12.18       |
| 3          | 12.47       |
| 4          | 12.78       |
| 5          | 13.09       |
| 6          | 13.40       |
| 7          | 13.67       |
| 8          | 13.99       |
| 25         | 14.28       |

**2013-2014 Non-Certified Salary Schedules**

2.0% Base, Steps Frozen

| <b>Secretarial</b>  |             |           |
|---|-------------|-----------|
| Secretary to: High School Principal, Middle School Principal,<br>Elementary Principal |             |           |
| Based on 1680 hours, 210 Days   |             |           |
| Experience  | Hourly Rate | Salary    |
| 0   | 13.43       | \$ 22,559 |
| 1   | 14.21       | \$ 23,881 |
| 2   | 14.78       | \$ 24,837 |
| 3   | 15.09       | \$ 25,359 |
| 4   | 15.45       | \$ 25,950 |
| 5   | 15.76       | \$ 26,472 |
| 6   | 16.02       | \$ 26,907 |
| 7   | 16.33       | \$ 27,429 |
| 8   | 16.68       | \$ 28,020 |
| 9   | 16.96       | \$ 28,490 |
| 25  | 17.31       | \$ 29,081 |

| <b>Library Tech</b> |             |
|---------------------|-------------|
| Hourly Rated        |             |
| Experience          | Hourly Rate |
| 0                   | 13.35       |
| 1                   | 14.14       |
| 2                   | 14.69       |
| 3                   | 15.01       |
| 4                   | 15.33       |
| 5                   | 15.65       |
| 6                   | 15.92       |
| 7                   | 16.25       |
| 8                   | 16.52       |
| 25                  | 16.87       |

| <b>General Clerks</b>              |             |
|------------------------------------|-------------|
| General Clerk (Duties as Assigned) |             |
| Hourly Rated                       |             |
| Experience                         | Hourly Rate |
| 0                                  | 13.24       |
| 1                                  | 14.05       |
| 2                                  | 14.62       |
| 3                                  | 14.94       |
| 4                                  | 15.25       |
| 5                                  | 15.53       |
| 6                                  | 15.85       |
| 7                                  | 16.15       |
| 8                                  | 16.45       |
| 25                                 | 16.78       |

| <b>Library Aides</b> |             |
|----------------------|-------------|
| Hourly Rated         |             |
| Experience           | Hourly Rate |
| 0                    | 13.06       |
| 1                    | 13.82       |
| 2                    | 14.41       |
| 3                    | 14.70       |
| 4                    | 14.99       |
| 5                    | 15.32       |
| 6                    | 15.65       |
| 7                    | 15.92       |
| 8                    | 16.26       |
| 25                   | 16.59       |

| <b>Full Time Special Ed Aides</b>        |             |           |
|--|-------------|-----------|
| Based on 1,395 hours, 186 days @ 7.5 hrs |             |           |
| Experience                               | Hourly Rate | Salary    |
| 0  | 13.06       | \$ 18,212 |
| 1  | 13.82       | \$ 19,281 |
| 2  | 14.41       | \$ 20,104 |
| 3  | 14.70       | \$ 20,508 |
| 4  | 14.99       | \$ 20,913 |
| 5  | 15.32       | \$ 21,375 |
| 6  | 15.65       | \$ 21,837 |
| 7  | 15.92       | \$ 22,212 |
| 8  | 16.26       | \$ 22,689 |
| 25                                       | 16.59       | \$ 23,137 |

| <b>Special Needs Attendants</b> |             |
|---------------------------------|-------------|
| Hourly Rated                    |             |
| Experience                      | Hourly Rate |
| 0                               | 12.95       |
| 1                               | 13.70       |
| 2                               | 14.28       |
| 3                               | 14.60       |
| 4                               | 14.88       |
| 5                               | 15.16       |
| 6                               | 15.50       |
| 7                               | 15.82       |
| 8                               | 16.13       |
| 25                              | 16.45       |

| <b>Monitors, Teacher Aides</b> |             |
|--------------------------------|-------------|
| Hourly Rated                   |             |
| Experience                     | Hourly Rate |
| 0                              | 12.95       |
| 1                              | 13.70       |
| 2                              | 14.28       |
| 3                              | 14.60       |
| 4                              | 14.88       |
| 5                              | 15.16       |
| 6                              | 15.50       |
| 7                              | 15.82       |
| 8                              | 16.13       |
| 25                             | 16.45       |

**Head Cooks**

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 13.32       |
| 1          | 14.13       |
| 2          | 14.64       |
| 3          | 14.98       |
| 4          | 15.30       |
| 5          | 15.60       |
| 6          | 15.90       |
| 7          | 16.20       |
| 8          | 16.50       |
| 25         | 16.84       |

Head cooks in buildings with an in-house student population greater than 400, but less than 500 students shall be paid an additional 5 cents/hour.

Head cooks in buildings with an in-house student population greater than or equal to 500 students shall be paid an additional 10 cents/hour.

**Helper Cooks**

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.49       |
| 1          | 13.21       |
| 2          | 13.80       |
| 3          | 14.13       |
| 4          | 14.39       |
| 5          | 14.68       |
| 6          | 15.00       |
| 7          | 15.35       |
| 8          | 15.65       |
| 25         | 15.94       |

Additional for helper cook acting as head cook - \$4.00/day.

**District Maintenance**

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 15.49       | \$ 32,215 |
| 1          | 16.34       | \$ 33,981 |
| 2          | 16.94       | \$ 35,230 |
| 3          | 17.28       | \$ 35,941 |
| 4          | 17.59       | \$ 36,587 |
| 5          | 17.90       | \$ 37,233 |
| 6          | 18.19       | \$ 37,836 |
| 7          | 18.49       | \$ 38,460 |
| 8          | 18.82       | \$ 39,149 |
| 9          | 19.15       | \$ 39,838 |
| 25         | 19.54       | \$ 40,635 |

**Building Custodian**

Full Duties

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 13.92       | \$ 28,964 |
| 1          | 14.72       | \$ 30,622 |
| 2          | 15.37       | \$ 31,978 |
| 3          | 15.68       | \$ 32,624 |
| 4          | 15.99       | \$ 33,249 |
| 5          | 16.29       | \$ 33,873 |
| 6          | 16.58       | \$ 34,476 |
| 7          | 16.87       | \$ 35,079 |
| 8          | 17.21       | \$ 35,790 |
| 9          | 17.53       | \$ 36,457 |
| 25         | 17.88       | \$ 37,190 |

**Maintenance Assistant**

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 13.10       | \$ 27,241 |
| 1          | 13.86       | \$ 28,834 |
| 2          | 14.36       | \$ 29,868 |
| 3          | 14.75       | \$ 30,686 |
| 4          | 15.02       | \$ 31,246 |
| 5          | 15.36       | \$ 31,957 |
| 6          | 15.67       | \$ 32,603 |
| 7          | 15.99       | \$ 33,249 |
| 8          | 16.31       | \$ 33,916 |
| 25         | 16.65       | \$ 34,627 |

**Cleaning Help**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.57       |
| 1          | 13.35       |
| 2          | 13.86       |
| 3          | 14.21       |
| 4          | 14.50       |
| 5          | 14.75       |
| 6          | 15.09       |
| 7          | 15.45       |
| 8          | 15.77       |
| 25         | 16.07       |

Cleaning help that are assigned to work on Saturday or Sunday shall receive a weekend differential of 50 cents per hour for those hours worked on such Saturday or Sunday

**Groundskeeper**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.73       |
| 1          | 13.51       |
| 2          | 13.98       |
| 3          | 14.33       |
| 4          | 14.65       |
| 5          | 14.97       |
| 6          | 15.29       |
| 7          | 15.63       |
| 8          | 15.97       |
| 25         | 16.01       |

**Mechanic**

Based on 2,080 hours, 260 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 15.81       | \$ 32,883 |
| 1          | 16.68       | \$ 34,692 |
| 2          | 17.29       | \$ 35,962 |
| 3          | 17.60       | \$ 36,608 |
| 4          | 17.91       | \$ 37,254 |
| 5          | 18.23       | \$ 37,922 |
| 6          | 18.50       | \$ 38,482 |
| 7          | 18.85       | \$ 39,214 |
| 8          | 19.15       | \$ 39,838 |
| 9          | 19.45       | \$ 40,463 |
| 25         | 19.84       | \$ 41,260 |

**Mechanic Helper**

Hourly Rated

| Experience | Hourly Rate |
|------------|-------------|
| 0          | 12.11       |
| 1          | 12.75       |
| 2          | 12.87       |
| 3          | 13.51       |
| 4          | 13.75       |
| 5          | 14.27       |
| 6          | 14.55       |
| 7          | 14.75       |
| 8          | 15.01       |
| 9          | 15.32       |
| 25         | 15.63       |

**Bus Drivers**

Based on 846 hours, 188 days

| Experience | Hourly Rate | Salary    |
|------------|-------------|-----------|
| 0          | 15.49       | \$ 13,103 |
| 1          | 16.34       | \$ 13,821 |
| 2          | 16.94       | \$ 14,329 |
| 3          | 17.28       | \$ 14,618 |
| 4          | 17.59       | \$ 14,881 |
| 5          | 17.90       | \$ 15,144 |
| 6          | 18.19       | \$ 15,389 |
| 7          | 18.49       | \$ 15,643 |
| 8          | 18.82       | \$ 15,923 |
| 9          | 19.15       | \$ 16,203 |
| 25         | 19.54       | \$ 16,528 |

Non Routine Trips

12.00

**Bus Monitor**

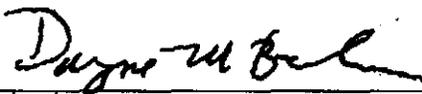
Hourly Rated

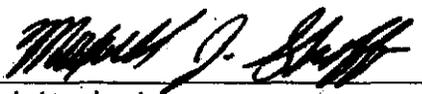
| Experience | Hourly Rate |
|------------|-------------|
| 0          | 11.07       |
| 1          | 11.84       |
| 2          | 12.42       |
| 3          | 12.72       |
| 4          | 13.03       |
| 5          | 13.36       |
| 6          | 13.67       |
| 7          | 13.95       |
| 8          | 14.27       |
| 25         | 14.57       |

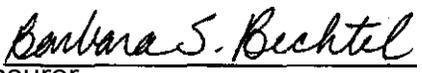
**XXIX. DURATION CLAUSE**

- A. This contract is for a three-year period of time with no formal negotiations to take place prior to March 1, 2011.
- B. This contract contains the full and complete understanding between the parties and neither side shall be obligated to negotiate on any item for the life of the agreement.
- C. This agreement becomes effective July 1, 2008
- D. This agreement shall expire on June 30, 2011.

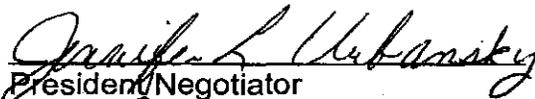
**FIRELANDS BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

**FIRELANDS OAPSE ASSOCIATION**

  
\_\_\_\_\_  
President/Negotiator

  
\_\_\_\_\_  
Vice-President/Negotiator

  
\_\_\_\_\_  
Treasurer

FIRELANDS LOCAL SCHOOLS  
APPLICATION FOR ASSAULT LEAVE

**(File within three (3) school days following the assault.)**

Employee's Name \_\_\_\_\_

Building or School Assignment \_\_\_\_\_

Date of Assault \_\_\_\_\_

Date Absence Began \_\_\_\_\_

Name(s) of Assaultee(s) \_\_\_\_\_

Witness(es) to Assault: (List) \_\_\_\_\_

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

Have you filed a Workmen's Compensation Claim? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

**Attach written statement(s) describing the nature of the assault as per (10.13-4B). Attach statement(s) of witness(es). Also attach the certificate from your attending physician stating the nature of the disability and its anticipated duration.**

**Falsification of any documents submitted to the Board of Education is grounds for suspension pending action on termination of employment under Section 3319.16 of the Ohio Revised Code.**

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Date returned to duty \_\_\_\_\_

**TAX SHELTERED ANNUITY/OHIO DEFERRED COMPENSATION PLAN**

Employees desiring to place a portion of their earnings into a tax sheltered annuity or the Ohio Deferred Compensation Plan shall advise the Treasurer of the Board of Education in writing.

There shall be two (2) enrollment deadlines:

1. The signed contract must be in the Treasurer's office by September 15<sup>th</sup>. Annuity deductions will begin with the first pay in October and the deductions for the Ohio Deferred Compensation Plan will begin with the first pay after the required 31-day waiting period.
2. The signed contract must be in the Treasurer's office by January 15<sup>th</sup>. Annuity deductions will begin with the first pay in February. The deductions for the Ohio Deferred Compensation Plan will begin with the first pay after the required 31-day waiting period.

All contracts will remain in effect until canceled in writing or changed during the two (2) enrollment periods. Employee must request the proper deduction forms from their annuity company. Forms for the Ohio Deferred Compensation Plan are available in the Treasurer's office.

1. The Firelands Board of Education will make the necessary provisions so that employees may exercise their option of purchasing tax-sheltered annuities with one (1) of the twelve (12) companies presently holding a contract with the Firelands Board of Education. Any company with no participants will be removed from the list of twelve (12) companies. Additional companies shall be added when at least one (1) employee requests the commencement of deductions for that company. New companies in addition to the twelve (12) companies will be accepted if seven (7) or more employees sign contracts for said annuity companies.
2. The Treasurer shall send notice to the employee specifying any changes to be made in deductions from that employee's salary. Usual adjustments in deductions made at the start of a contract year in order to comply with negotiated contract agreements shall be excluded from this requirement.
3. An itemized statement of wages or salary and deductions shall accompany each paycheck.
4. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee.

**TAX SHELTERED ANNUITY/OHIO DEFERRED COMPENSATION PLAN**

5. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
6. Current Tax-sheltered Annuity Companies:
  - a. ING (Aetna)
  - b. Capital Guardian
  - c. Fidelity Investments
  - d. Member Plus CUSO
  - e. Metlife Investors
  - f. Putnam Investments
  - g. Reserve Financial

Bimonthly payments will be made to annuity companies billing bimonthly.

**HEALTH CARE COMMITTEE**

A committee of up to four (4) representatives from FEA, up to four (4) representatives from OAPSE, and up to four (4) representatives from the board of education shall be created and charged with reviewing and recommending changes in the board's health insurance plan.

The Health Care Committee shall annually elect a chairperson and recording secretary.

Regular Minutes shall be kept and shared with all employees.

The Health Care Committee shall meet four (4) times per year. Additional meetings may be scheduled as needed.

The Health Care Committee shall regularly be provided with health insurance data including enrollment levels, claims versus premiums, and such other data as members of committee believe are needed for informed decision making. All information shared shall be in compliance with HIPPA regulations.

The Health Care Committee's responsibilities include the following:

1. Review annual and historical insurance costs
2. Examine utilization patterns
3. Consider employee wellness and fitness options
4. Consider various cost containment options
5. Review and propose any needed changes to health care plan
6. Utilize consultants provided by LERC
7. Communicate general health care policies to all employees

On or before April 1<sup>st</sup> of each year, the Health Care Committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible.

All decisions shall be made by consensus and a report of these changes shall be submitted to the FEA President, the OAPSE President, and Board upon satisfaction for ratification. Changes shall be effective January 1<sup>st</sup>.

If consensus cannot be reached, the Health Care Committee shall prepare a majority report and submit it to the FEA President, the OAPSE President, and the Superintendent for review. Majority report recommendations shall only be implemented through the collective bargaining process.

This committee does not have the authority to change, modify, or amend the negotiated agreements between parties, and is not responsible for determining methods of disbursement of benefits for association membership. Such matters are the responsibility of the individual Associations via negotiations with the Board of Education.



**Lake Erie Regional Council  
SuperMed Plus  
Plan 1**



| Benefits   | Network   | Non-Network          |
|--|---|----------------------|
| Benefit Period   | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                      |
| Dependent Age Limit  | 19 Dependent / 23 Student<br>Removal upon End of Month    |                      |
| Pre-Existing Condition Waiting Period  | Initial Group Waived, All Others 3-3-12                   |                      |
| Blood Pint Deductible  | 0 pints   |                      |
| Lifetime Maximum   | Unlimited   |                      |
| Benefit Period Deductible – Single / Family <sup>1</sup>   | \$250 / \$500   | \$500 / \$1,000      |
| Coinsurance  | 90%   | 70%                  |
| Coinsurance Out-of-Pocket Maximum<br>(Excluding Deductible) – Single / Family  | \$1,000 / \$2,000   | \$2,000 / \$4,000    |
| <b>Physician/Office Services</b>   |   |                      |
| Office Visit (Illness/Injury) <sup>2</sup>   | \$15 copay, then 100%                                     | 70% after deductible |
| Urgent Care Office Visit <sup>2</sup>  | \$15 copay, then 100%                                     | 70% after deductible |
| Immunizations (Tetanus Toxoid, HPV Vaccine, Rabies Vaccine, Influenza, VSV, Hepatitis B, MMR, Pneumococcal Polysaccharide and Meningococcal Polysaccharide Vaccine are covered services) | 90% after deductible                                      | 70% after deductible |
| <b>Preventative Services</b>   |   |                      |
| Routine Physical Exams (Ages nine and over)  | 100%  | 50% after deductible |
| Well Child Care Services including Exam and Immunizations (To age one, limited to a \$500 maximum; Ages one to nine, limited to a \$150 maximum per birth year)                          | 100%  | 50% after deductible |
| Well Child Care Laboratory Tests (To age nine)   | 100%  | 50% after deductible |
| Routine Mammogram (One per benefit period)   | 100%  | 50% after deductible |
| Routine Gynecological Exam associated with Pap Test (One per benefit period)   | 100%  | 50% after deductible |
| Routine Pap Test (One per benefit period)  | 100%  | 50% after deductible |
| Routine Prostate Specific Antigen (PSA)  | 100%  | 50% after deductible |
| Routine Labs, X-rays and Medical Tests   | 100%  | 50% after deductible |
| Routine Endoscopic Services  | 100%  | 50% after deductible |
| <b>Outpatient Services</b>   |   |                      |
| Surgical Services  | 90% after deductible                                      | 70% after deductible |
| Diagnostic Services  | 90% after deductible                                      | 70% after deductible |
| Physical, Occupational and Chiropractic Therapy - Facility and Professional (10 visits then Medical Review )   | 90% after deductible                                      | 70% after deductible |
| Speech Therapy – Facility and Professional (Unlimited)   | 90% after deductible                                      | 70% after deductible |
| Cardiac Rehabilitation   | 90% after deductible                                      | 70% after deductible |
| Emergency use of an Emergency Room <sup>3</sup>  | \$50 copay, then 100%                                     |                      |
| Non-Emergency use of an Emergency Room <sup>4</sup>  | \$50 copay, then 80%                                      | 70% after deductible |

| <b>Benefits</b>  | <b>Network</b>       | <b>Non-Network</b>   |
|--|----------------------|----------------------|
| <b>Inpatient Facility</b>  |                      |                      |
| Semi-Private Room and Board  | 90% after deductible | 70% after deductible |
| Maternity  | 90% after deductible | 70% after deductible |
| Skilled Nursing Facility   | 90% after deductible | 70% after deductible |
| <b>Additional Services</b>   |                      |                      |
| Wigs After Chemotherapy  | 90% after deductible | 70% after deductible |
| Allergy Testing (one per benefit period)   | 90% after deductible | 70% after deductible |
| Allergy Treatments   | 90% after deductible | 70% after deductible |
| Ambulance  | 90% after deductible | 70% after deductible |
| Durable Medical Equipment  | 90% after deductible | 70% after deductible |
| Home Healthcare (40 visits per benefit period)                                       | 90% after deductible | 70% after deductible |
| Hospice  | 90% after deductible | 70% after deductible |
| Organ Transplants  | 90% after deductible | 70% after deductible |
| Private Duty Nursing   | 90% after deductible | 70% after deductible |
| TMJ Devices  | Not Covered          | Not Covered          |
| <b>Mental Health and Substance Abuse</b>   |                      |                      |
| Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)    | 90% after deductible | 70% after deductible |
| Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period) | 90% after deductible | 70% after deductible |

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

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

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

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

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

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

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

Filing Limit – Two Years

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

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

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

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

**SECTION 5705.412 CERTIFICATE OF  
ADEQUATE REVENUES**

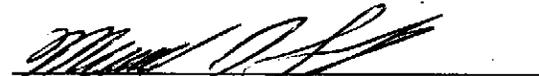
The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Firelands Local School District, located in Lorain and Erie counties, Ohio, hereby certify in connection with the following contract that:

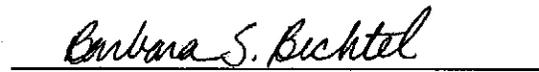
**OAPSE Agreement July 1, 2008 through June 30, 2011**

1. The school district has in effect for the required period of certification the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program.
2. The Treasurer shall forward a copy of this certificate to the county auditor of each county in which part of the school district is located.

Date: 6/25/2008

  
\_\_\_\_\_  
President, Board of Education of the  
Firelands Local School District

  
\_\_\_\_\_  
Superintendent of Schools  
Firelands Local School District

  
\_\_\_\_\_  
Treasurer, Board of Education of the  
Firelands Local School District

The required period of certification is the longer of: (1) the remainder of the current fiscal year and the two succeeding fiscal years, or (2) the term of the contract that is being certified.

**OAPSE – Support Personnel INDEX**

**July 1, 2008**

|  |  |  |
|--|--|--|
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|--|--|--|

**Memorandum of Understanding  
between  
The Firelands Local Schools Board of Education  
and  
O.A.P.S.E. Local #220**

The Memorandum of Understanding between the Firelands Board of Education and O.A.P.S. E. Local #220 incorporates the following agreement.

The current agreement will be amended by adding the following language (**bold**);

**XXVI. Technology Utilization** (page 38)

**A. All bargaining unit members will adhere to the District's Computer Network and Internet Acceptable Use Policy for Staff (Appendix D).**

Appendix D

**Firelands Local School District**  
**Computer Network and Internet Acceptable Use Policy for Staff**

This document shall constitute the District's Computer Network and Internet Acceptable Use Policy for staff members ("Policy"), and applies to all employees (hereafter "users" or "you") who use or otherwise access the Network either on-site or remotely.

Access to the District's Network (which in this document means not only the internal Network of the District, but also the connection to the Internet/ World Wide Web) is provided as a privilege and only as a tool to assist in performing the duties of your job. To continue to have access to the Network, each staff member must take responsibility for appropriate and lawful use of this privilege. Staff members are responsible for professional behavior on the Network just as they are in a classroom, school hallway or at a school function. While the District may make reasonable efforts to supervise staff member use of Network access, the ultimate responsibility for exercising and promoting responsible use of this access is that of the staff member.

Each staff member is responsible for reading and abiding by this Policy and for enforcing the Acceptable Use Policy for students. If you have any questions about the provisions of these policies, you should contact your Supervisor, Principal or the Superintendent. Any use of your account or other actions on your part that violate these policies may result in your access being withdrawn and/or disciplinary action and referral to law enforcement. The District reserves the right to seek reimbursement of expenses or damages arising from violations of these policies.

**1. *Reporting Misuse of the Network***

In addition to following the terms of this Policy, you must report any misuse of the Network to your Supervisor, Principal or the Superintendent. Misuse means any violation of this Policy, such as personal profit making use of these resources, criminal activity, inappropriate content of e-mail, or any other use that is not included in this Policy but has the intent or effect of harming another or another's property or constitutes inappropriate conduct.

**2. *Term of the Permitted Use***

Access to the Network is a privilege, not a right, and as such it may be suspended or revoked by the District at any time for any reason. The District may also limit access depending on student and staff schedules, equipment availability, or other constraints.

**3. *Access***

Network resources are only for use by authorized users. Anonymous use is not permitted, and access may not be shared or transferred. Staff members shall not share their passwords with any other person and shall not, in any manner, allow anyone to gain unauthorized access to the Network or the Internet. Staff members possessing web filter override accounts are for staff research purposes only. Staff members may not give out their override account, nor leave a computer in an unfiltered state to be used by students. A staff member is subject to disciplinary action for any violation of this Policy committed by someone else who, with the staff member's express or implied permission or through the staff member's negligence, accesses the Network with the staff member's password.

#### 4. *Purpose and Use*

The District is providing access to its Network to support legitimate District business. Other brief, incidental and personal uses are permitted from time to time (e.g., receiving an e-mail from a spouse regarding a change in dinner plans, or from a son or daughter about the starting time of a track meet.) Uses that interfere with normal District business or violate District policies are strictly prohibited, as are any uses for the purposes of engaging in or supporting any kind of business or other profit-making activity. If you have any doubt about whether a contemplated activity is permitted, you must immediately consult with your Supervisor, Principal or the Superintendent to determine if a use is appropriate.

#### 5. *Equipment, Desktop and Laptop, etc.*

The District provides technology for teachers and students to enhance the teaching process. This equipment in the classroom, or individually approved laptops and equipment that may be taken home (only with advance approval), are the property of the District and are your responsibility and duty to protect from harm. Any misuse or failure of equipment must be reported to the Technology Coordinator or District Technician. Periodic maintenance on laptops or other hardware is required to ensure a safe and reliable tool for the staff. It is your responsibility to make such equipment timely available for maintenance at the request of the Technology Coordinator or District Technician. You will be held financially responsible for the expense of any equipment repair arising from violation of this policy.

#### 6. *Netiquette*

All users must abide by the following rules of Network etiquette. The following are prohibited:

- (a) Users shall not create or transmit harassing, threatening, abusive, defamatory or vulgar messages or materials.
- (b) forwarding or redistributing the private message of an e-mail sender to third parties or giving the sender's e-mail address to third parties without the permission of the sender;
- (c) Users shall not intentionally consume limited resources, such as through spamming, creating, or transmitting mass e-mails or chain letters, or extensively using the Network for non-curriculum-related communications or other purposes exceeding this Policy.
- (d) Using the Network in a manner inconsistent with the professional expectations of a District employee. When using the network, users should remember that they are representing the District each time the account is used. Communications on the network need not be formal, but must be professional in appearance and tone;

#### 7. *Unacceptable Uses*

Other prohibited uses and activities include, but are not limited to:

- (a) **Uses or activities that violate the law or District policy, or that encourage others to violate the law or District policy**, including:
  - (i) offering for sale or use or soliciting the purchase or provision of any substance the possession or use of which is prohibited by law or District policy;
  - (ii) creating, copying, viewing, transmitting, downloading, uploading or seeking sexually explicit, obscene or pornographic materials;
  - (iii) creating, copying, viewing, transmitting, downloading, or uploading any materials that include the design or information for the purposes of creating an explosive device, materials in furtherance of criminal activities or

terrorist acts, threatening materials or any other materials that violate or encourage others to violate the law or District policy;

- (iv) unauthorized copying, modifying, intruding, or attempts to copy, modify or intrude, into the folders, files, data, work, networks, passwords or computers of others, or intercepting communications intended for others;
- (v) copying, downloading, uploading or transmitting student information, other confidential information or trade secrets;
- (vi) engaging in harassment, stalking, or other repetitive unwanted communication, or using the Internet in support of such activities; and
- (vii) engaging in or supporting any kind of business or other personal profit-making activity.

**(b) Uses or activities that cause damage to property, including:**

- (i) uploading, downloading, creating or transmitting a computer a virus, worm, Trojan horse, or other harmful component or corrupted data, or vandalizing the property of another. Vandalism includes any attempt to hack, alter, harm, destroy or interfere with the normal operation of software, hardware, data of another user, other District Network resources, or the use of the District Network to do any of the same acts on the Internet or outside Networks.
- (ii) uploading, downloading, copying, redistributing or republishing copyrighted materials without permission from the owner of the copyright. Even if materials on the Network are not marked with the copyright symbol, you should assume that they are protected under copyright laws unless there is explicit permission on the materials to use them.

**(c) Commercial uses.** At no time may the network or the Internet be accessed (including sending e-mail) for purposes of engaging in or supporting any kind of personal profit-making activity. You may not sell or buy anything over the Internet, and you may not solicit or advertise the sale of any goods or services (whether to one recipient or many, such as "junk e-mail") unless approved by administration. Accessing the Internet for

information to be used in a private business, or the transmission of e-mails or other communications between yourself and private business associates or clients of a private business are likewise prohibited.

**(d) Uses or activities that are unrelated to legitimate District purposes,** are prohibited (except aforementioned brief, incidental, and occasional personal uses). Users may not, during the work day, access the Internet for purposes of personal communication, shopping, buying or selling items of real or personal property, researching or making arrangements for non-work-related travel, connecting with a personal web site or weblog, receiving or posting messages to non-work-related web sites or weblogs, participating in any type of gaming activity, engaging in social or hobby activities, for purposes of engaging in or supporting any kind of business or other profit-making activity, or for general recreational web browsing. (*Examples:* Amazon, eBay, Expedia, Grudge Report, dating services, chat rooms, poker web sites, CNN, ESPN, or other sports and entertainment sites.)

**(e) Using non-District e-mail.** All use of e-mail must be through the District's e-mail service. The use of other providers of e-mail (such as Hotmail or Yahoo) through the Network is prohibited.

**(f) Uses that mislead others** or violate the standards of academic, personal or professional integrity, including but not limited to plagiarism, disseminating untrue information about individuals or groups, or using another's password or some other user identifier that makes message recipients believe that someone other than you is communicating or otherwise using the other's access to the Network.

**(g) Installing or downloading software or hardware** without the prior consent of a Technology Coordinator. Staff members may not move, repair, reconfigure, modify or attach any external devices to Network equipment, computers or systems. Staff members shall not remove, alter or copy District software for their own personal use or for the use of others without the prior consent of the Technology Coordinator.

**8. Student Confidentiality**

To the extent feasible, staff members should either avoid transmitting confidential information regarding students over the e-mail system or through internet access, or should take steps to enhance the preservation of that confidentiality. If personal information about an individual student must be transmitted, an effort should be made to make the information not "personally identifiable", e.g. by not connecting the student's full name to the information, or at the least by not placing the student's name in the subject line.

**9. Privacy**

Network access is provided as a tool for District business. The District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the Network and any and all materials, files, information, software, communications (including email) and other content transmitted, received or stored in connection with this usage. All such information, content and files shall be and remain the property of the District and you have no expectation of privacy regarding those materials. Network administrators may review files and intercept communications for any reason, including but not limited to purposes of maintaining system integrity and ensuring that users are complying with this Policy.

**10. Web Sites**

Web sites created through the Network and/or linked with the District's official web site must relate specifically to District-sanctioned activities, programs or events and must have prior approval of the Director of Technology. Web sites created using the Network or the District's equipment, or web sites created as part of a classroom or club assignment or activity are the

sole and exclusive property of the District. The District reserves the right to require that all material and/or links with other sites found to be objectionable be altered or removed. All external web sites linked with any District web page must prominently display the following disclaimer:

*This is not an official web site of the Firelands Local School District. The Firelands Local School District does not control and cannot guarantee the timeliness or accuracy of the information on this web site. Any views or opinions expressed herein are solely those of the creators of this web site.*

As appropriate, the District may also request such a disclaimer on external web sites that relate directly to District activities, programs or events.

**11. Failure to Follow Policy**

Your use of the Network is a privilege, not a right. If you violate this Policy, you will be subject to having your access to the Network terminated, which the District may refuse to reinstate for the remainder of your employment by the District. You may face disciplinary actions, and your employment may be terminated for violations.

You breach this Policy not only by affirmatively violating the above Policy, but also by failing to report any violations by other users that come to your attention. A violation of this Policy may also be a violation of the law and subject the user to criminal or civil investigation and prosecution.

It is a violation of this policy to use any electronic technology, including but not limited to any software, hardware, or externally provided service, or to do any other act in an effort to disguise your network or internet activities that would otherwise be a violation of this policy.

**12. Warranties and Indemnification**

The District makes no warranties of any kind, whether expressed or implied, for the Network service granted to users. The District will not be responsible for any damages a user may suffer arising out of the user's use of, or inability to use, the Network, including the loss of data resulting from delays, non-deliveries, mis-deliveries, service interruptions, or user error or omissions. The District is not responsible for the accuracy of information obtained through electronic information resources; hence this information is at the user's own risk.

**13. Personally Owned Equipment**

Personally owned equipment by staff members is permitted access to the network with certain conditions. Personal owned equipment is not maintained by district Technology staff. Network access to personally owned equipment can be terminated if the equipment impairs the use of the network. Priority of network capacity is given to district owned equipment. The same

restrictions of network use apply to personally owned equipment as it applies to district owned equipment when on the network. Personal equipment should be marked as "Personal Property of (Staff member's name)" for auditing reasons. The district administration reserves the right to not allow personally owned equipment on school property. The district is not responsible for the cost of consumables for personally owned equipment.

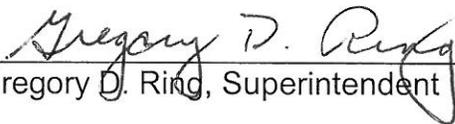
**14. Updates**

You may be asked from time to time to provide new or additional registration and account information to reflect developments in the law or technology. You must provide this information in order for you to continue receiving access to the Network. If, after you have provided your account information, some or all of the information changes, you must notify the Director of Technology or other person designated by the District to receive this information.

**If you do not understand any item in this policy, it is your obligation to seek clarification from your supervisor and/or the Director of Technology before taking any action covered under this policy.**

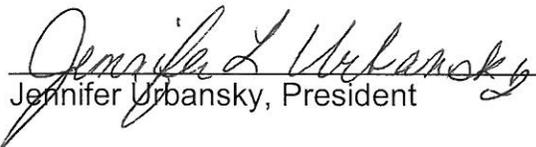
(BOE adoption, February 9, 2009)

Firelands Board of Education

  
\_\_\_\_\_  
Gregory D. Ring, Superintendent

  
\_\_\_\_\_  
Date

O.A.P.S.E. Local #220

  
\_\_\_\_\_  
Jennifer Urbansky, President

  
\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 14th day of June, 2010, by and between Firelands Local School District Board of Education ("Board of Education") and the OAPSE LOCAL #220, hereinafter referred as "OAPSE."

Whereas, the Board of Education and OAPSE presently have a Professional Negotiations Agreement (hereinafter "Agreement") in effect until June 30, 2011; and

Whereas, the Agreement contains Article 2 which establishes the parties right to negotiate a successor Agreement under Ohio Revised Code Chapter 4117; and

Whereas, the Board of Education and OAPSE are desirous of extending the Agreement for one additional year (July 1, 2011 through June 30, 2012) without utilizing the negotiating procedures contained within Article 2 of the Agreement; and

Whereas, the Board of Education and OAPSE desire to enter into and to formalize this Memorandum of Understanding with the intention that this Memorandum of Understanding shall be incorporated by reference into the present Agreement.

Now, therefore, in consideration of the mutual promises and commitments contained herein, the parties agree to the following negotiated language:

1. That the current Professional Negotiated Agreement shall be extended for one additional year (July 1, 2011 through June 30, 2012) without any changes to the salary schedules.
2. That negotiations for a successor Agreement under Article 2 of the Professional Negotiated Agreement shall commence no earlier than January 1, 2012 and no later than March 15, 2012.
3. That this Memorandum of Understanding to be effective shall be first ratified by OAPSE and then by the Board of Education.
4. That upon ratification by the parties and their execution of this Memorandum of Understanding, the executed Memorandum of Understanding shall be submitted for filing with the State Employment Relations Board.

OAPSE LOCAL #220

Firelands Local School District  
Board of Education

*Janice L. Ulatosky*  
\_\_\_\_\_  
PRESIDENT

*Meggy D. Ring*  
\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
VICE-PRESIDENT

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
PRESIDENT OF BOARD OF EDUCATION

T.A.  
6/7/10

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE FIRELANDS LOCAL BOARD OF EDUCATION  
AND  
OAPSE LOCAL #220**

This Memorandum of Understanding is made and entered into this 13<sup>th</sup> day of June, 2011 by and between the Firelands Local Board of Education (the "Board") and OAPSE Local #220 (OAPSE).

**WHEREAS**, the Board and OAPSE are parties to a collective bargaining agreement ("Agreement") in effect from July 1, 2010 through June 30, 2012; and

**WHEREAS**, the Parties desire to extend the Agreement for a term of two (2) years.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and OAPSE agree to the following terms:

1. The Agreement will be extended for the term of two (2) years, from July 1, 2012 through June 30, 2014.
2. All Salary Schedules will be modified to reflect the following:
  - A. A Base Increase for School Year 2012-2013 of 1.5% effective July 1, 2012.
  - B. A Base Increase for School Year 2013-2014 of 2.0% effective July 1, 2013.
  - C. An Experience Step Freeze for School Years 2012-2013 and 2013-2014.
3. When step increases are re-established in the future, movement will begin from an employee's placement on the salary schedule in School Year 2011-2012.
4. Article VI of the Agreement will be modified to reflect a freeze of longevity payments for School Years 2012-2013 and 2013-2014.
5. Article VII of the Agreement will be modified to reflect an increase in the employee contribution amount for the current Hospitalization and Prescription Plan to 11% (family and single) for School Year 2012-2013 and 12% (family and single) for School Year 2013-2014.
6. Article VII of the Agreement will be modified to add language which prohibits married staff members from signing up for multiple family insurance coverage.
7. All other provisions of the Agreement shall remain unchanged.
8. This constitutes the entire agreement between the Board and OAPSE regarding the issues outlined herein. There are no other written or verbal agreements,

understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both parties.

**FOR THE BOARD**

**FOR OAPSE**

Margy D. King 6/13/11  
Superintendent Date

Jennifer L. Wickens 6/13/11  
President Date

Donald 6-13-11  
Board President Date

MEMORANDUM OF UNDERSTANDING

Between the

FIRELANDS BOARD OF EDUCATION

And

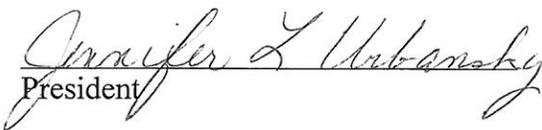
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #220

The Firelands Board of Education (hereafter the "Board") and the Ohio Association of Public School Employees, Local 220 (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") extending the terms of the Collective Bargaining Agreement (hereafter "CBA") through and including June 30, 2013. The terms of this MOU are as follows:

1. For the remainder of the 2011-2012 school year ,and the following 2012-2013 school year, provisions regarding pay for non-working time while a bus driver is on a field trip may be suspended for Article XXVI, Section D, 13, 15 on a voluntary basis in order to allow drivers to achieve a 40 hr week without breaching district overtime policy. This rule does not set a past practice, and shall sunset at the end of the 2011-2013 school year.

OAPSE Local #220:

Firelands Board of Education:

  
President

  
President

3/28/12  
Date

4/9/12  
Date