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Collective Bargaining Agreement

Between the

LANCASTER CITY
BOARD OF EDUCATION

and the

LANCASTER SCHOOL
SUPPORT ASSOCIATION

July 1, 2017 – June 30, 2020

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ARTICLE 1 - RECOGNITION

1.1 The Lancaster City Board of Education (hereinafter the "Board") recognizes the Lancaster School Support Association/OEA/NEA (hereinafter referred to as the "Union") as the sole and exclusive bargaining agent for all members of the bargaining unit as defined herein.

1.2 Bargaining unit defined: For purposes of this agreement the bargaining unit is defined as regular classified full time and regular part time employees. Permanent substitutes as defined herein, who have served for ninety (90) consecutive days in the same position, will be included in the bargaining unit upon completion of the ninetieth (90th) day. The following classifications are included in the bargaining unit:

- | | |
|---------------------------|---|
| A. Secretarial | G. Educational Assistants |
| B. Clerical | H. Media |
| C. Custodial; Maintenance | I. Journeyman/Apprentice |
| D. Food Service | J. Associate Educator, LPN,
Interpreter (hearing) and
Occupational Therapist Assistants |
| E. Transportation | |
| F. Technology Technician | |

Excluded from the unit are all management level, confidential and supervisory employees as such terms are used in Revised Code Chapter 4117, including, without limitation:

- | | |
|--|---|
| A. Transportation Supervisor | J. Administrative Assistant for
Technology |
| B. Maintenance/Custodial
Supervisor | K. Office Manager for Treasurer's
office |
| C. Food Service Director | L. Office Manager for Instructional
Services |
| D. Administrator of District
Services | M. Office Manager for Information
Technology |
| E. Assistant Treasurer | N. Office Manager for Student
Services |
| F. Payroll Clerk/ Treasurer's
Office | O. Assistant Payroll Clerk/Treasurer's
Office |
| G. Administrative Assistant
for Data Processing
Services | P. Accounts Payable
Clerk/Treasurer's Office |
| H. Office Manager for Human
Resource Services | Q. Secretary for Student Services |
| I. Office Manager of Business
Office | |

- 1.3 Seasonal and casual employees and short-term substitutes are not included within the bargaining unit. Employees hired to fill new classified positions created after the effective date of this agreement will be included in the bargaining unit if the duties of the position qualify that position to be included in the unit consistent with Revised Code Chapter 4117.
- 1.4 As used in this Article "permanent substitutes" are persons hired to take the place of an absent bargaining unit member with the expectation that the member will be absent for a period of ninety (90) consecutive days or more. The employment of permanent substitutes will come to an end upon the earlier of the return to duty of the absent bargaining unit member or June 30th, whichever comes first. Permanent substitutes will be notified in writing of their employment rights under this agreement upon initial employment.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

2.1 Negotiations Procedure

No later than seventy-five (75) days prior to the expiration of this Agreement, the parties will meet to exchange proposals for the successor agreement. Negotiations will commence at this meeting and will pertain to wages, hours, terms and conditions of employment and the continuation, modifications or deletions of an existing provision of this Agreement.

2.2 Negotiations Teams

Negotiating teams consisting of up to nine (9) members each will conduct the negotiations. It will be the responsibility of each team to notify the other of the identity of its active members and of any change in that designation during the course of negotiations. Each team may have an outside negotiations representative.

2.3 Tentative Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Union and Board for approval. Following approval by the Union and Board, a contract shall be entered into by the terms of the agreement. The final agreement, as adopted by the Board and ratified by the Union, will be made available to each unit member.

2.4 **Alternate Dispute Resolution Procedure**

The following alternate dispute resolution procedure shall replace the statutory procedures contained in ORC 4117.14 (C).

In the event agreement is not reached within forty-five (45) days, of the initial bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. In the event that the services of a mediator are called upon, the mediation process will last until the expiration date of the contract, or agreement is reached. The Union may implement the right to strike pursuant to 4117.14(d)(2), even though mediation is in progress, after expiration of the contract.

Within forty-five (45) days prior to the expiration of the contract, the parties by mutual agreement, may agree to another alternate dispute resolution procedure. Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board.

2.5 **Provisions Contrary to Law**

If any provision of the agreement or any application to any unit member(s) shall be found contrary to the Ohio Revised Code, then this provision or application shall be deemed invalid except to the extent permitted by the aforementioned, and all other provisions hereof shall continue in full force and effect. When an item is determined as per the above to be contrary to law, that item shall immediately be renegotiated.

2.6 **Revisions and Amendments**

All dates, terms, conditions, and policies referred to or mentioned in this instrument (Procedure for Conducting Negotiations) may be revised, modified or changed by mutual agreement of the Board and the Union.

2.7 **Issues For Negotiations and Waiver of Discussions During the Term of Agreement**

Issues provided for discussion are those submitted in writing in accordance with procedures for negotiations. It is recognized and agreed by all concerned that the issues not submitted in accordance with procedures for negotiations are not subject to negotiations during the life of the agreement unless mutually agreed to, regardless of whether such issues are specifically referenced in the agreement.

ARTICLE 3 - UNION RIGHTS

- 3.1 The Board agrees to deduct from the salaries of the unit members any dues and/or fees for the Union/OEA/NEA/Central District. Unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Lancaster School Support Association.
- 3.2 Any new unit member hired, during the school year, shall have one (1) month to sign up for the dues deduction program.
- 3.3 The following payroll deductions shall be provided at no cost to unit members: District offered voluntary insurances (additions/modifications/cancellations can be made during open enrollment), Credit Union, United Way, Child Support Payments, Fund for Children and Public Education, LSSA Scholarship Fund, district levy and bond issues, and tax deferred annuities (limited to eighteen (18) companies each by companies representing at least five (5) unit members). Bargaining unit members are advised that neither the Lancaster School Support Association, the Board of Education nor the Administration perform any kind of evaluation/investigation of companies soliciting membership for their various annuity programs. Further, we do not attest to the quality or solvency of any company offering annuities. There is no recommendation for participation, but rather the intent is to provide the employees access to a service at the request of the employees. Employees investing in annuities do so at their own risk and will indemnify the Board from any loss or penalty that may result from payroll deductions exceeding amounts authorized by the Internal Revenue Service or insufficient withholding of income taxes as the result of such payroll deductions.

3.4 **Right to Fair Share Fee**

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Lancaster School Support Association, a fair share fee for the Association's representation of such non-members during the term of this contract.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall be transmitted by the Union to the Treasurer of the Board on or about October 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

C. Schedule of Fair Share Fee Deductions

1. **All Fair Share Fee Payers**

Payroll deduction of such fair share fees shall begin at the first payroll period after January 15th except that no fair share fee deductions shall be made for bargaining unit members employed after October 31st until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

2. **Upon Termination of Membership During the Membership Year**

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fair share fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

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

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that the amount of such fair share fee and the procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

- 3.5 Dues shall be collected in equal deductions beginning October 1st of any year and continuing for every pay period. Dues deducted will be sent to the Union Treasurer. Fair share fee payers will not have dues deducted until the first payroll checks after January 15th. The first payment will be an amount that will bring the fee payer up to date with the amount already paid by non-fee payers up to that date. From that point forward, dues will be paid in equal amounts.
- 3.6 No other organization union dues shall be deducted from any employee's paycheck for the duration of this Agreement.
- 3.7 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to this Board or any action taken by the Board under this Article.

3.8 **Union President Release Time**

The Union President shall be released from his/her normal duties for up to eight (8) hours per week to perform Union activities. If the Union President is employed by the District in a less-than full time capacity (fewer than forty [40] hours per week) the President will be released from duty for up to the equivalent of one [1] scheduled workday per week. The scheduling of this time and the purposes for which this time will be spent shall be mutually agreed to by the Superintendent and the Union President on a year-to-year basis, or more often if necessary.

- A. The Association must pay for whatever union release time is used up to four (4) hours per week at the pay rate of the current step/classification **of the Association President's salary. The Board's Treasurer shall compute** the cost and prepare a statement to the LSSA each month (for payment by the end of the following month) for the cost of salary and all Board-paid benefits for each hour of release time of the Association President. **Association President's release time shall be contingent upon** reimbursement of these costs of such release time to the Board by LSSA. There must be 48 hours advanced notification to the administration for **the Association's use of release time.**

If the administration calls a meeting outside the LSSA's President's regular work day, that meeting will be credited towards any future President's release time.

- 3.9 The Association may use school facilities for meetings. Meetings shall be arranged so that they do not interrupt normal instructional programs and must be in keeping with school board policy governing use of building.

- 3.10 The Association shall have access to the school mail system. This shall include a central pick-up and delivery point designated by the Association. No material detrimental to the efficient and continuing operation of the school shall be permitted distribution through the school mail delivery system.
- 3.11 The members of the Association may transact official business on school property before school, during lunch or after school provided that it does not interfere with or interrupt normal school operations. The members may conduct this official business on school telephones; however, long distance calls are not permitted.
- 3.12 The Association President shall receive an advance copy of the agenda and any amendments (or addendum) to the agenda of each school board meeting. Such agenda shall be sent to the President by mail at the same time it is sent to Board members. Minutes of the Board meeting will be sent to an address designated by the Association President.
- 3.13 When such equipment is available, the Association may use copying machines in the individual school buildings for internal use within the building only. The Association will provide copy paper.
- 3.14 The Board and the Administration agree that there will be no reprisals against bargaining unit members for Association activities, and further agree that they will adhere to all state and federal laws relating to employment discrimination and sexual harassment. Any alleged violations of this section will be immediately **directed to the District's** discrimination officer for investigation. The investigation will be conducted as promptly as possible.

If the investigation and any follow-up action do not satisfactorily resolve the matter, the bargaining unit member may take his/her complaint to the following forums:

- a. For alleged reprisals, the remedial forum shall be the grievance procedure or the appropriate administrative agency.
 - b. For alleged discrimination or harassment, the remedial forum shall be the appropriate court or administrative agency.
- 3.15 Members may use tobacco in private vehicles during non-duty times.

ARTICLE 4 - GRIEVANCE PROCEDURE

GRIEVANCE DEFINITIONS

4.1 Grievance Policy:

The Board of Education of the Lancaster City School District recognizes that in the interest of effective personnel management, a procedure is necessary whereby the unit members can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all unit members and no reprisals of any kind shall be taken against any unit member initiating or participating in the grievance procedure.

4.2 Grievance Defined:

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of this contract. No records of any grievance shall become part of any unit member's personnel files unless requested by the unit member.

4.3 Party In Interest:

The lodging of any grievance shall be the right and the responsibility of the bargaining unit member or the Association. Final disposition of said grievance shall apply to all unit members similarly affected.

4.4 Representation:

An aggrieved unit member shall have the right to be represented at any meeting provided herein. Said representation shall be provided exclusively by a representative of the Association. The Union has the right to be present at the resolution of any grievance for the purpose of ensuring that the resolution is consistent with the terms of this Agreement.

4.5 Days:

- A. Used herein, days shall mean the **grievant's** working days.
- B. Any grievance processed hereinafter shall be commenced within twenty (20) days of the date the grievant knew or should have known of the conditions on which the grievance is based. Within the twenty (20) days the grievant and the Association shall attempt to resolve the concern through informal discussion with appropriate supervisory personnel. The date on which the informal discussion occurs shall be included in the grievance form. If the bargaining unit member and supervisor are unable

to resolve the concern through this informal discussion, the bargaining unit member shall proceed to Step 1.

GRIEVANCE PROCEDURE

4.6 Step 1:

The grievant or the Association shall file the written grievance on the appropriate form with the supervisor/administrator involved in the grievance. The grievance must be filed within twenty (20) days of the date the grievant or Association knew or should have known of the conditions on which the grievance is based. The supervisor/administrator will provide a written response to the grievance within five (5) days.

4.7 Step 2:

- A. If the response at Step 1 does not resolve the grievance to the satisfaction of the grievant or the Association, said grievant or the Association may then appeal in writing, within five (5) days after the response was due, to the Superintendent. The Superintendent shall not be required to respond to nor to receive for filing any grievance if the grievance form does not reflect that an informal discussion has taken place.
- B. A meeting shall be conducted by the Superintendent within five (5) days after the receipt of the written request unless the parties jointly agree to waive the meeting. The Superintendent shall take action on the grievance appeal within five (5) days after receipt of the appeal, or if a meeting is held, within five (5) days after the meeting. The action taken and the reasons for the action shall be reduced to writing and copies sent to all participating parties.

4.8 Step 3:

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, said grievant, with the concurrence of the Association, may then appeal in writing within five (5) days of the last action to the Board. At the option of the grievant, and with the concurrence of the Association, a grievance may be appealed either to the Board or directly to arbitration. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education occurring more than five (5) days after receipt of the notice of appeal for consideration in executive session. The grievant shall have a minimum of fifteen (15) minutes to present his/her cases if he/she so desires. After hearing the presentations of the

grievant and the administration, the Board may deliberate the grievance outside the presence of either party and designate a person (Board member, Superintendent or other designee) to prepare and deliver its decision. No formal Board action shall be required to approve a grievance decision of the Board. The Board will render its decision not later than the next regularly scheduled Board meeting or within thirty (30) days after the hearing, whichever comes first.

4.9 **Step 4:**

If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step 3, the Association may request a hearing before an arbitrator by completing Grievance Report, Step 5.

The Association's request for arbitration shall be made in writing within ten (10) days following completion of the previous step. The Association's request for arbitration shall be by certified mail to the Treasurer of the Board, with return receipt requested. If mediation is requested by either the Board or the Association, all time limits for the selection of the Arbitrator and the conduct of the Arbitration proceedings will be stayed until the termination or completion of the Mediation proceedings.

4.10 **Grievance Mediation**

Not later than five (5) days after the advancement of the grievance to Arbitration and prior to the request for a panel of arbitrators, either the Board or the Association may submit a request to the Federal Mediation and Conciliation Service (FMCS) for a mediator to assist the parties. Such request shall be joined by the other party. If mediation is requested, it shall be conducted prior to the selection of an arbitrator.

A mediator shall have the authority to hold mediation sessions and to confer with any person deemed necessary to resolve the grievance. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated settlement of the grievance. After a good-faith effort to resolve the grievance through mediation, either party may terminate mediation.

If mediation has not been requested, within ten (10) days following receipt by the Treasurer of the Association's request for arbitration, the Board or its designated representative and the Association or his/her representative must mutually petition the Federal Mediation and Conciliation Service to provide a list of arbitrators. The arbitrator shall be selected by the alternate strike method with each party having the right to request a second list.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association representative and Board representative. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue.

The cost for the services of the arbitrator, including, if any, his travel and expenses, will be shared equally by the parties. The cost of the hearing will be shared equally. The cost of transcripts will be paid by the party ordering same. If both sides obtain a copy of the transcript, the total cost of preparing the record will be divided equally. All other costs will be borne by the party incurring them.

4.11 Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of a unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- B. A grievance may be withdrawn at any level without prejudice or record, but the grievance may not be refiled thereafter.
- C. Upon mutual agreement of the parties, expedited labor arbitration in accordance with the rules of the American Arbitration Association may be utilized.
- D. If the Board or administrator fails to give a disposition within the specified time limit, the grievance will automatically move to the next level of the procedure. However, time limits may be extended by the Association and the Board in writing; then the new date shall prevail.
- E. If the grievant or the Association fail to meet the timelines specified, the grievance will be considered to be withdrawn.

- F. All grievances filed by unit members must be lodged on the form provided (See Appendix B).

ARTICLE 5 - BIDDING PROCEDURES

VACANCIES

5.1 Postings - General

When new permanent positions become available or permanent vacancies occur, employees and the Local President will be notified via email within twenty (20) working days of the posting of the vacancy. Due to the time sensitive nature of the Transportation Department, transportation postings shall be made according to the terms in 5.5 of this Article. Employees must reply in writing within five (5) working days after the date of the posting of the vacancy. Vacancies which exist because of the creation of a new position shall always be subject to posting and bidding procedures. The Board reserves the unlimited right to determine when a vacancy exists and whether a position will be filled.

The posting shall be emailed to all bargaining unit members and the posting shall indicate that applications will be accepted for five (5) working days.

Employees desiring a vacant position shall submit their bid or application in writing to the designated administrator within the five (5) working day posting period. **The "vacancy notice" shall contain** a job title, qualifications a notice that the job description will be available upon request, approximate work times, work location(s) and the deadline (hour and day) for submitting a bid.

- 5.2** Employees bidding on a vacancy within the same class series will be awarded the position based upon seniority within the same class series. In the event two (2) or more employees within the same class series bid on the same job, the one with the greatest class series seniority will be awarded the position.

- 5.3** Employees applying for a vacant position who are not within the class series will be considered for the vacant position under the following procedure:

- A. Candidates will take a written test to determine whether they are qualified. The qualifying score will be announced to the candidates prior to the test administration. A passing test score shall be valid for one calendar year unless a change in the law requires the creation of a new test.
- B. Bargaining unit member candidates who have a qualifying score on the written test will advance to any hands-on test that is administered. Up to five (5) bargaining unit members who have a qualifying score on the

written test and who pass any hands-on test will be selected to advance to the final stages of the selection process, including an interview.

- C. The Board shall be the sole judge of qualifications and the best candidate for the position. The Board has the right to establish minimum qualifications for each vacancy to be filled and may require the passage of a test as a condition of employee transfer to a different class series or classification.
- D. A bargaining unit member who has a qualifying score on the written test and any hands-on test and is not selected for the position, may request a meeting with the Director of Human Resources to discuss the rationale for the hiring decision.
- E. While bargaining unit members may be consulted regarding job knowledge and skills, no LSSA members will be utilized in administering, scoring, or creating a written or hands-on test.

The Board shall be the sole judge of qualifications. The Board has the right to establish minimum qualifications for each vacancy to be filled and may require the passage of a test as a condition of employee transfer to a different class series or classification.

- 5.4 After the five (5) working day posting period, and dependent upon the internal transfer, vacancies shall be filled within twenty (20) working days of receipt of test results.
- 5.5 Any newly created or vacant bus route shall be awarded to the most senior driver who bids on the position. The Bid Sheet posted at the Transportation office will serve as the official notification of the intent to bid on a posted vacant route. Email will be accepted for bid purposes for vacant routes. When the initial route change is posted, an email will be sent to all bus drivers. Transportation Supervisor (or his/her designee) shall be permitted to indicate email intent on the Bid Sheet from drivers who have a legitimate reason for not being present.
- 5.6 The Superintendent or his/her designee and the employee shall each have a ninety (90) working day trial period within which to determine the fitness, adaptability and suitability of the employee to the new assignment. Days spent on leave will not count **towards completion of an employee's probation period**. If either party determines that the employee does not meet these criteria for the new job and so notifies the other party in writing within the ninety (90) working day period, the employee shall be reassigned to his/her former position.
- 5.7 All employees who are on a 90-day probationary period are prohibited from bidding on another vacancy within the same class series, unless the posted

vacancy in the employee's class series will result in the employee increasing his/her total work hours per pay period. Any employee may apply for a vacancy not within his/her class series (pursuant to Article 5.3) even if he/she is on a 90-work day probationary period.

5.8 In order to meet the staffing needs of the District, it may be necessary to reassign a classified employee involuntarily. Prior to such action representatives from the Administration and the Association shall meet to discuss the staffing needs causing the involuntary transfer. Such transfer shall be made after consultation with the appropriate supervisor and the classified employee affected by the transfer. In no case shall an employee be transferred without first having been involved in a conference explaining the need for such transfer. Unless proven to be arbitrary or capricious, administrative decisions on all such transfers are final.

5.9 **Summer Work**

Work which has, through the custom and practice of the District, been performed by non-bargaining unit members (summer work) will be made available to bargaining unit members as follows. Prior to the employment of non-bargaining unit members for summer work the jobs will be posted in the same manner as vacancies are posted. Qualified bargaining unit members who (1) have **evaluation ratings of "good" or above**, (2) do not have a negative summer work evaluation rating, and (3) express interest in the work will be given first opportunity, provided, however, that summer work will be paid at the rate of pay determined by the Board and included in the posting, which rate may be less than the regular hourly rate of pay of the unit member. All summer work will be awarded as casual labor and no rights provided in this agreement will apply to summer work.

ARTICLE 6 - PLACEMENT OF EMPLOYEES

6.1 Employees transferred to higher paying positions and/or wage scale shall be placed on the step of the new wage scale that provides at least .25 hr. above the wage scale the employee is leaving. An employee transferring to a lower paying position shall be placed at Step Zero.

ARTICLE 7 - PROBATIONARY PERIOD FOR NEW SCHOOL SYSTEM EMPLOYEES

7.1 There shall be a probationary period of one year from date of hire to allow the Board of Education to determine the fitness and adaptability of any new employee it may hire to do the work required. For the first six months of employment, a new employee shall have no seniority rights, and his qualifications to do the work required, or his discharge or layoff for any reason,

at any time shall not be subject to grievance procedures or hearings before the Board. Employees retained beyond the six months, shall have access to contractual remedies through the grievance procedure.

ARTICLE 8 - DISCIPLINE PROCEDURE

- 8.1** Bargaining unit members may be disciplined, suspended or discharged for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of written rules and regulations of the Board of Education, or for any other failure of good behavior, or any other act(s) constituting just cause.
- 8.2** Prior to such discipline as a written reprimand, suspension or termination, the Superintendent or his/her designee shall provide the unit member with notice of the reason for such discipline and will provide the employee with an opportunity to respond to said reasons at an informal hearing. The employee may be accompanied by a union representative to said hearing.
- 8.3** The type and degree of discipline shall take into account the nature of the **violation and the employee's record of discipline.**

Discipline shall generally follow the following progression:

Verbal reprimand (may be confirmed by written notification and placed in the personnel file)

Written reprimand

Suspension

Termination

The unit member may be reprimanded in writing, suspended or terminated immediately if, in the opinion of the Superintendent or his/her designee, the unit member's act(s) are severe enough to warrant immediate written reprimand, suspension or termination. Verbal and written reprimands may not be grieved beyond Step 3 of the Grievance Procedure.

- 8.4** The employee may be suspended with pay pending a pre-disciplinary conference.

8.5 Personnel Files

No anonymous materials shall be placed in an employee's personnel file or shall be the basis of any discipline.

The employee shall be given the right to attach a rebuttal to any item placed in his/her personnel file.

Bargaining unit members may review the contents of their individual personnel files at reasonable times and may be accompanied by a union representative during such review.

Information maintained in bargaining unit members' personnel files should be accurate, relevant, timely and complete, as required by Revised Code Chapter 1347. Any bargaining unit member may supplement or challenge personnel file information as authorized by that Chapter. Prior to initiating any legal action to challenge any information retained in a personnel file, the member shall initiate a grievance.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.1 The normal work week for all regularly scheduled employees shall consist of five (5) consecutive days of eight (8) hours.
- 9.2 Any employee working more than eight (8) hours a day will be paid time-and-a-half (1.5) of his/her normal rate of pay. The same is to be applied for employees working over forty (40) hours a week. The administration shall determine when the needs of district warrant overtime work.
- 9.3 Any employee who is called in to work from his/her home shall be paid a guaranteed minimum of two (2) hours, to be paid at his/ her regular rate unless such time constitutes overtime. Employees called in for extra work at a particular building should be employees assigned to that building except in emergencies.
- 9.4 Employees required to attend a meeting, other than during their work schedule, will be compensated for the actual number of hours at their regular rate of pay, unless it constitutes overtime.
- 9.5 Any employee who is required by the Board to work on a paid holiday shall be paid at a rate of one and one-half (1.5) times his/her normal rate of pay, in addition to his/her holiday pay.
- 9.6 Full-time and short-hour employees shall be assigned work within their classification beyond the hours for which they are regularly scheduled before temporary or substitute employees are assigned the work, unless it constitutes overtime. Such employees may be assigned overtime based on the needs of the district.
- 9.7 For purposes of computing overtime: sick leave, personal leave, and compensatory hours shall not be counted as hours worked. Holiday hours will count if an employee works on Saturday during that week. Vacation hours in a

pay period will be counted if an employee has been called in to work during a scheduled vacation.

- 9.8** When a long term absence of a day shift managing custodian in a given building creates a temporary vacancy, then the Second or Third Shift custodian(s) within the same building shall be given preference, based on seniority, if necessary, for doing the day shift managing custodian's job. A long term absence must be communicated to the Administration in advance, must be reasonably expected to last five (5) or more consecutive work days and may require the custodian making the shift change to work overtime if a substitute for his/her position is not found. Such overtime work shall be for essential services to be mutually determined by the Administration and custodial staff of the affected building with the focus of work to be directed toward maintaining health, safety and other necessary tasks which facilitate the daily instructional/work activities within the building.
- 9.9** Any employee, who works on Sunday, shall be paid one and one-half (1.5) times his/her regular hourly rate.
- 9.10** Any regular full-time employee will be scheduled to receive a thirty (30) minute duty-free lunch.
- 9.11** An employee's work schedule shall be communicated in writing to him/her no later than two (2) weeks after the beginning of the student school year. Any employee's scheduled work hours shall not be changed without a meeting between the immediate supervisor and the employee. Administrative decisions on all such changes are final.
- 9.12** Bus drivers who work three (3) regular trips a day are guaranteed a minimum of seven (7) hours per day.
- 9.13** Ten (10), eleven (11) and twelve (12) month employees, with the prior approval of their immediate supervisor, may elect to accrue compensatory time off in lieu of overtime payments for overtime hours worked, except that overtime hours resulting from the rental of school facilities to outside agencies will be paid as overtime payment unless agreed otherwise by the supervisor. Compensatory time may be accrued to a maximum of forty (40) hours. Compensatory time shall be accumulated pursuant to Section 9.2 at a rate of one and one half-hours per one hour worked. Employees requesting the use of compensatory time off will give reasonable advance notice to the supervisor. In emergency situations, this will be waived. The compensatory time must be scheduled and used when a substitute is not necessary. If an employee has accrued unused compensatory time at the time he/she leaves employment with the district, or at the end of the fiscal year in which the compensatory was earned, the unused compensatory time will be paid off in cash at his/her current hourly rate.

9.14 When an employee's scheduled work calendar differs from the calendar adopted by the LCS Board of Education due to job assignment, that employee will work his/her assigned calendar (i.e. outside school agencies including but not limited to Excel, Fairfield Christian Academy, Columbus Public Schools, etc.). Every employee is entitled to the same number of contracted days. If a job assignment calendar is for fewer days than the adopted calendar, the affected employee(s) will be temporarily reassigned for the number of days necessary to equal the number of days in the adopted calendar. No employee shall be required to work more days than are in the adopted LCSD calendar.

9.15 **Custodians**

The Administration will use its best efforts to assign custodial overtime on a class series seniority basis among custodians within the building provided the Administration has at least forty-eight (48) hours advance notice of the need for the overtime work. Custodians will be provided annually an opportunity to sign up for overtime in a building other than the custodian's regular building of assignment. There shall be only one (1) overtime list that will include day, evening and weekend work. Overtime will be assigned on a rotating seniority basis. Custodians shall be notified through e-mail of overtime opportunities and shall have 24 hours in which to accept before the next custodian on the rotation list will be assigned the opportunity. The person contacted must accept the work or be removed from the list for the remainder of the school year, except that a custodian may decline overtime work in a different building two (2) times per year. Substitutes shall not be used until all custodians have refused or are unable to take the overtime work.

An emergency overtime assignment is any overtime opportunity request received by the district with less than 48 hours' notice before the scheduled event. An emergency overtime assignment will be offered first to the next eligible custodian on the rotating seniority list, then to the most senior custodian. If neither custodian accepts the opportunity, it will be assigned to the least senior custodian available, except that custodian may decline overtime work one (1) time per year. The assignment of emergency overtime will not affect the rotation list.

If an overtime opportunity is cancelled the custodian(s) is/are notified prior to reporting, for purposes of rotation, this will not be considered an overtime opportunity taken and the custodian will be eligible for the next opportunity.

ARTICLE 10 - DUTY SCHEDULE/LUNCH PERIODS

10.1 Full time bargaining unit members will be scheduled to receive an unpaid duty-free lunch period of one-half (½) hour per day for a total scheduled day of eight and one-half (8½) hours. Such members who are required by their supervisor to

remain on duty during their scheduled lunch period will be paid for the lunch period. For such members the scheduled workday will be reduced to eight (8) hours. Work schedules for members assigned to a less than full time schedule will be adjusted in a similar fashion.

ARTICLE 11 - FOOD SERVICE

- 11.1 The Board shall provide the Food Service Employees their meals at no cost to them during their scheduled work day.
- 11.2 When Food Service Employees are required to be on duty through their lunch hour, the Board of Education will allow them to eat on Board time. This provision would mean that this lunch time would be included in the forty (40) hour work week. The provision would not be in effect in the summer when schools are not in session.
- 11.3 All regular Food Service Employees shall be given the first opportunity to work extra hours. This shall be based on building location and seniority. Food Service Employees are not eligible for extra hours if the extra time would interfere with their normal hours, or if it would require anyone else to alter his/her normal schedule.
- 11.4 An employee may be given the option to train for longer hours than he/she is normally contracted to work during a day, but no employee will be required to train for more than his/her contracted hours in a day.
- 11.5 The Board will annually schedule a paid in-service day for food service employees which day will be in addition to the regular school calendar, pending the financial solvency of the district. Attendance at the in-service is required except in the case of approved absence. The food service personnel may provide input concerning the subjects of the in-service to the Food Service Director.
- 11.6 The Association and the Administration want only the most qualified employees to hold the position of Managing Cooks. Therefore, the Managing Cook Training Program has been established to train employees who want to become qualified for that position. Successful completion of the program is a pre-requisite for any employee wishing to become a Managing Cook.
- 11.7 Qualifications to enter the Managing Cook Training Program:
 - A. Must have at least two (2) years of Food Service experience in the Lancaster City School District.
 - B. Must be able to pass a written examination and practical applications and receive a passing score of 85% or above.

C. Must successfully complete all phases of the Managing Cook Training Program as established by the Food Service Supervisor.

- 11.8 From the candidates who pass the examination with a minimum score of 85%, the applicant with the most seniority in Food Service will be eligible to enter the training.
- 11.9 Placement of Managing Cook Trainees: Managing cook trainees will serve as Manager Trainees in their assigned building, in their regular cook position, unless the Food Service Director re-assigns the trainee as an Assistant Manager/Manager to fill a short term vacancy in a different building. Upon re-assignment, the trainee shall work the hours of the re-assigned position, and shall be paid according to the terms in Article 6 of this Negotiated Agreement. The Food Service Supervisor shall assign trainees to short-term vacancies on a rotation basis. In the event that the position being filled by the trainee becomes permanently vacant, then the contractual requirement for posting shall be followed.

ARTICLE 12 - EDUCATIONAL ASSISTANTS

- 12.1 All Special Education Assistants, Educational Assistants, Job Trainer, and Study Hall Monitors shall be classified as Educational Assistants. Assistants will be paid overtime for hours worked pursuant to the overtime provisions contained in Article 9, except as indicated in Section 12.2.
- 12.2 Educational Assistants agreeing to participate in overnight camping trips or overnight activities with special education students will receive a sixty-five dollar (\$65.00) payment for each night.
- 12.3 Educational Assistants are covered by the district's liability policy when they operate and transport students by school vans.
- 12.4 Educational Assistants may be alone with students in the classroom, in the community, at work sites, etc. in accordance with the Ohio Revised Code.
- 12.5 Before the end of the first nine (9) week grading period of each school year, a written plan shall be developed for the purpose of dealing with the possible lack of a substitute teacher during the absence of a certificated teacher. The plan may vary from building to building and from class to class. The plan shall be devised by the Building Principal, Educational Assistant(s), a representative from Special Education Supervisor, and any others as deemed necessary. The plan will be implemented only after reasonable efforts to obtain a substitute teacher have been unsuccessful.
- 12.6 The Board will provide necessary training for Educational Assistants. No request **for training directly relating to an Assistant's assigned duties (as agreed to by the**

building principal or Special Education Supervisor) will be unreasonably denied, consistent with Board Policy. Assistants will participate in such training as requested by the building principal or Special Education Supervisor or mandated by law.

- 12.7 Educational Assistants will participate in training as directed by the building principal or Special Education Supervisor or mandated by law and shall be paid while in this training. If the training causes the Assistant to work more than forty (40) hours, the Assistant shall be paid overtime.
- 12.8 If an Educational Assistant assigned to an MD unit, who has the responsibility of **lifting a student(s), produces a doctor's statement that he/she requires a support belt** to safely perform his/her lifting duties, the administration shall consider and respond to the request. **If a student's Individualized Education Plan (IEP)** requires that the student have a chair lift, back support or other equipment, the district shall provide the same.
- 12.9 All Educational Assistants shall be given the first opportunity to work extra hours, including transportation or any time a school is in session and an Educational Assistant is needed. This shall be based on building location and seniority.

ARTICLE 13 - TRANSPORTATION EXTRA TRIPS

A. **ROUTE ASSIGNMENTS**

- 13.1 Route assignments will be made on the basis of bid as provided in Article 5.4 of this agreement.
- 13.2 Once assigned, drivers will maintain their routes until re-bid. All routes are subject to adjustment in the interest of economy and efficiency but will not be re-bid unless such adjustment results in increased driving time of more than fifteen (15) minutes.
- 13.3 Extra runs will be added to and become part of a permanent bus route if the run is scheduled to last for the remainder of the school year. Extra runs that are not intended to last for the entire school year or that do not take place on four or more days of the work week will be treated as extra time and paid on a timesheet basis.
- 13.4 Preschool routes are considered separate bus routes and will be posted as separate routes.
 - A. When a driver who has a preschool route is going to be off for a period of time the route is then given to a contract driver. That sub/contract driver will continue to drive that route until the regular driver returns to work. In the event the sub/contract driver is unable to do the route due to

illness or for whatever reason it will then be given to the next sub/contract driver on rotation and that sub will continue with the route until the regular driver returns.

13.5 Once a route is established at the beginning of the school year it will not be changed except as the transportation needs of the district change to meet the needs of pupils. Drivers will be notified in the event of any change in their assigned bus route.

13.6 When additional permanent bus routes become available they will be posted for bid by existing drivers before the hiring of new bargaining unit employees.

B. **EXTRA TRIPS**

13.7 Field Trips to be driven by unit members shall be posted on the bulletin board at the Transportation Building using the Rotating Seniority List.

13.8 Contract hours or regular daily routes shall be the driver's first priority.

13.9 Drivers will be paid for field trips at their appropriate contract rate. Overtime rates will be paid when a trip results in the driver working over eight (8) hours in a day or forty (40) hours in a week. Trips will be assigned on a rotating seniority basis. There shall be only one (1) trip list which will include day, evening and weekend trips. Substitutes shall not be assigned to extra trips until all regular drivers have refused or are unable to take the trip.

13.10 Once the seniority list is established, a driver must indicate his/her desires by placing a check mark in the "yes" column. The absence of the check mark will indicate a refusal for that particular field trip. The red line will drop below the driver's name and that person will not be considered for another trip until a complete rotation has been accomplished.

13.11 An emergency field trip is any field trip request received by the Transportation Department after 3:00 p.m. the last working day before the trip is to start. An emergency field trip will be offered first to the next eligible driver on the rotating **seniority list. If the next driver under the "red line" is unavailable, the bid for the trip continues down the rotation list until a driver accepts the trip.**

A. If no driver can take the trip on the rotation list, it will go to a substitute driver.

B. **The assignment of an emergency field trip will not cause the "red line" to move on the rotation list.**

13.12 If a field trip assignment is canceled and the driver(s) is/are notified prior to reporting, for purposes of rotation, this will not be considered a trip taken and

the driver will be eligible for the next trip that will not conflict with the driver's regularly scheduled route.

13.13 If a field trip assignment is canceled and the bus driver(s) is/are not notified prior to reporting to the assigned pickup point, the driver(s) shall receive two (2) hours minimum pay. For purposes of rotation, this will not be considered a trip taken and the driver will be eligible for the next trip that will not conflict with the **driver's regularly scheduled route.**

13.14 When a field trip necessitates the driver remaining out of the district overnight, the driver shall be compensated for all driving time at his/her regular rate of pay, waiting time at one-half (1/2) the regular rate of pay and will not be compensated for eight (8) hours of sleep time. If a bus driver drives for a school connected organization other than the Board of Education (athletics, music group, club, etc.), the individual in charge of the trip shall make provision for the expenses of the driver, i.e., lunch, parking fee, lodging, etc.

13.15 The Transportation Supervisor may schedule a split trip providing the waiting time at the field trip location would warrant this arrangement. The bus driver who is at the top of the rotation list can sign up for both parts of the split or either the first or second halves of the trip. If the person at the top of the rotation list decides to sign up for only one part of a split route, the other part of the split will be available to be driven by the next person on the rotation list who wishes to sign up for that trip. Split trips (all or any part of a split) have the same effect on the person's rotation standing as a regular field trip. Waiting time (other than overnight trips) will be paid at the driver's regular rate of pay.

13.16 The Association and the Administration want only the most qualified employee to hold the position of Bus Driver Trainer (OBI). Therefore, the Bus Driver Trainer must satisfactorily complete all the necessary requirements to obtain the proper certification for an OBI Instructor by the State, which is paid for by the district. Driver Trainer(s) must be available for instruction between the hours of 9:00 a.m. and 2:00 p.m. weekdays, in addition to other times as determined by the district needs.

Each Driver Trainer (OBI) shall be paid a stipend of \$1,000 per year and shall be paid their regular hourly wage for all time performing district training. The stipend may be paid in a lump sum at the end of each school year, two times, per year, once at the end of each semester, or divided between the number of pay periods in said school year, as the Driver Trainer(s) chooses.

13.17 Buses will be assigned to drivers based on the needs of the District. Whenever reasonably possible, Class Series Seniority will be considered.

ARTICLE 14 - SICK LEAVE

- 14.1** The sick leave days to which employees are entitled during a given school year shall be credited to them at the rate of one and one-fourth (1 ¼) days per month. The sick leave accumulation shall be unlimited.
- 14.2** Employees hired by the Lancaster Board of Education and who have sick leave credit which was earned in Ohio, in either state, municipal, county or school service, will receive transfer credit up to a maximum of one hundred twenty (120) days in the Lancaster School System according to the requirements established by law.
- 14.3** A certificate from the administrative officer where the employee was last employed, showing the number of accumulated sick leave days, shall be presented by such employee to the Lancaster City Board of Education during his/her first month of employment.
- 14.4** Proof of illness, or absence for other reasons, must be established with the supervisors, principals and the Superintendent in the following manner:
- A. Unit members will electronically report and certify the reason for the absence.
 - B. If the Superintendent or designee determines need for additional information or suspects the possibility of sick leave abuse, the employee may be required to provide a valid doctor's excuse in accordance with HIPPA and attend, if requested, a meeting with the Superintendent or designee. The employee may be accompanied by an Association representative, if requested by the employee. Failure of the employee to provide a valid doctor's excuse, if requested, or to attend a meeting, if requested, may result in the employee being sent home and being docked a day's wages and other disciplinary action which may include dismissal.
 - C. The Association encourages one hundred percent (100%) attendance from all bargaining unit members. The Association believes that all bargaining unit members are to be at work unless using leave provisions in keeping with their rights under this contract. The Association is strongly opposed to any falsification of leave requests or abuse of leave and fully supports the administration in disciplining any bargaining unit member who abuses sick leave or other leave provisions.
- 14.5** No employee can be absent from service for more than the accumulated sick leave without full loss of pay for the excess time.
- 14.6** Sick leave granted to employees shall be granted on the basis of the number of contracted hours. For example, a four (4) hour employee accumulates a day-

and-a-quarter (1¼) a month sick leave which is the equivalent of five (5) working hours (4 hours x 1¼ = 5 hours).

14.7 **Sick Leave for Illness in Immediate Family**

Absence with pay and deduction from sick leave will be allowed for each illness in the immediate family.

Immediate family means:

- A. Spouse of the unit member
- B. Immediate family also includes the family members of the unit member **and the unit member's spouse: children and the child's spouse (which also includes persons over whom the Association member is the legal guardian), father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, step-children, step-parent, and grandchildren.**
- C. Members of the same household as the unit member.

14.8 **Bereavement Leave**

- A. Absence with pay and deduction from sick leave will be allowed for each death in the immediate family.
- B. Up to five (5) days may be used for persons indicated as immediate family.
- C. Immediate family means:
 - 1. Spouse of the unit member.
 - 2. Immediate family also includes the family members of the unit **member and the unit member's spouse: children and the child's spouse (which also includes persons over whom the Association member is the legal guardian), father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, step-children, step-parent, and grandchildren.**
 - 3. Members of the same household as the unit member.
- D. Not more than one (1) day of the accumulated sick leave may be used without loss of pay in the case of death of relative other than those listed above, or a friend.

- E. In the event of extenuating circumstances regarding C and D above, the Superintendent or his designee may allow additional days absence with pay to be deducted from sick leave.
- F. Bereavement days shall not be counted against unit members on school board attendance policies.

14.9 **Sick Leave Transfer Request**

Eligible bargaining unit members who have exhausted all accumulated sick leave may request the approval of the Superintendent to receive transferred sick leave days from other eligible members of the bargaining unit in accordance with this provision. **As used herein, "eligible sick leave transferee" means a bargaining unit member who meets all of the following requirements:**

- A. The member has been employed by the Lancaster City Schools for at least five (5) consecutive years.
- B. The member has accumulated not less than twenty (20) days of accrued and unused sick leave by the beginning of the school year in which the request is made.
- C. The member is suffering from a serious personal illness or injury, **requiring extended absence from duty beyond the member's accumulated sick leave, and,**
- D. The member has exhausted, or is reasonably expected to exhaust, all accrued sick leave.

Requests shall be submitted, in writing, to the Superintendent and will be accompanied by written authorization from the transferor(s). Request and authorization forms shall be provided by the Board of Education. As a condition of eligibility to receive a transfer of sick leave, the applicant must provide information, records and documentation from his/her physician establishing the serious nature of the illness or injury. This information is not a public record and shall remain confidential. If approved by the Superintendent, the Treasurer shall deduct the number of transferred sick leave hours from the accrued and unused sick leave of the transferor and credit that number of sick leave hours to the eligible transferee. No bargaining unit member may receive, by way of transfer, more than forty (40) sick leave days in any school year. For example, if the **transferee's regular work day consists of 5 hours, he/she may receive no more than forty (40) sick leave days of five (5) hours in length or 200 hours total.**

14.10 Assault Leave

- A. The Board shall grant paid leave to unit members who suffer physical injury or illness as a result by any person, including a student, while in performance of his/her duties to a maximum of twenty (20) days. Such leave shall not be charged against accumulated sick leave.
- B. The unit member will be maintained on full pay status with benefits during the period of absence. The period of absence shall be determined by the **member's physician's statement describing the nature of the disability and** its duration. In cases of serious injury or illness, the Board will consider and may grant additional days of assault leave upon recommendation of the Superintendent.
- C. The Board shall pay for any property damages that are a direct result of the assault. The cap on eyeglasses, Article 22, shall be waived and the actual cost of the eyeglasses shall be paid.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.1 Upon written request to the Superintendent, the Board of Education may grant a leave of absence for a period of not more than two (2) years, one (1) year at a time, for education, professional, or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 15.2 Upon the return of an employee from leave, the employment of any person hired to fill the position of the employee on leave will come to an end without further action by the Board of Education. The expected term of employment of all such substitute employees will be clearly identified in written documentation provided to the substitute, with the clear written statement that with the return of the regular employee, the substitute's employment will end. Regular employees assigned to fill the position of an employee on leave of absence will, upon the return of such employee, be returned to previous status.
- 15.3 If the person employed for replacing an employee on leave is continued on a regular basis, or if the employee is hired by the Board as a regular employee within a year after his employment as a replacement, such employee shall receive credit for length of service with the Board during the aforementioned replacement period.
- 15.4 Any credit awarded to an employee mentioned above shall be in compliance with this Agreement.
- 15.5 A former regular employee returning to the system from a leave of absence within two (2) years from the date the former employee was granted such leave, shall be placed on the same pay step that he/she left on the existing pay scale.

Employees returning from a leave granted for reasons of illness or disability may be required to submit evidence of ability to perform the normal duties of employment upon return.

NOTE: Employees must return to the same classification and with the same number of hours.

15.6 Family and Medical Leave Act Benefits –

During the term of this Agreement the Board will provide eligible members of the bargaining unit all rights afforded them under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 work weeks of unpaid family and medical leave in any 12-month period. **The FMLA "Leave Year" will be** calculated on a rolling 12 month calendar beginning on the first date leave is taken. This will apply to both eligibility for FMLA leave and the amount of FMLA leave available to be taken. In the event of amendment to the FMLA, the policy and regulations will be revised consistent with any such amendments. Both the Board and the members each reserve all rights provided them under the Act. Any dispute regarding the administration of the FMLA will be dealt with through the procedures provided in the Act.

15.7 Upon the expiration of a leave of absence or the exhaustion of all accumulated sick leave, the employee must either return to work or request an additional leave of absence if eligible for such additional leave. An employee who fails, after reasonable notice, to select one of these available options shall be deemed to have forfeited all rights of employment.

ARTICLE 16 - PERSONAL BUSINESS DAYS

16.1 Defined

- A. Personal business days may be granted when it is impossible to schedule an activity or event during nonworking hours.
- B. Newly hired bargaining unit members shall be eligible for up to three unrestricted days of personal leave per year, however the leave shall be prorated based on the hire date and the percentage of the contracted year worked. Bargaining unit members past their entry year shall receive three unrestricted personal days per year.
- C. A personal business day shall be equal to the number of contracted hours worked by the employee in a normal work day. Said days are non-cumulative from year to year, and shall not be deducted from sick leave. Personal business days must be taken in either half-day or full-day

increments. Half-days must be either the first half or the second half of the day or work hours, but not in the middle of the day/shift.

16.2 Qualifications

- A. A request for a Personal Business Day is to be submitted electronically at least seven (7) calendar days before the day to be absent.
- B. Employees shall post a request for personal business leave on the **District's electronic system.**
- C. The only reason required for unrestricted personal business days is "Personal Business."
- D. On any work day, the number of requests for personal business days may be limited to ensure continuity of work to be performed and/or the availability of substitute personnel.
- E. Personal business days may not be used the day immediately preceding or following a holiday, vacation, Christmas/spring break, or on the first or last day of a school year, except under unusual circumstances at the sole discretion of the Superintendent or his/her designee.
- F. The Director of Human Resources may refuse the request based upon inadequate substitute availability, or based upon the number of unit members absent on any given day in a particular building.

16.3 In case an emergency situation should arise, making it impossible to conform to the above time lines, the unit member making the request must contact the Director of Human Resources. If he cannot be reached, then the Superintendent or Director of Administrative Services should be contacted.

If verbal approval is granted, the personal business day request forms must be submitted before an employee is paid for the date of personal business. A note must be attached to the forms indicating who gave the bargaining unit member verbal approval for the request and the date of such approval.

If an emergency personal business day is granted due to weather conditions so extreme that a unit member is unable to get to work, this personal day shall not count against Board attendance policies.

16.4 When the request for personal business day has been granted in writing or verbally, unit members must call their supervisor, if so required, to report off work regardless of whether or not a substitute is needed.

16.5 Unused personal days shall be rolled over into sick leave on a one-to-one basis.

ARTICLE 17 - JURY DUTY

- 17.1 Full-time employees of the Board of Education will be paid at the regular rate of pay on regularly scheduled work days during which the employees are absent from duty due to jury service. Such employees will assign or pay the Board all compensation received by the employee for jury service and will be provided with a receipt for the compensation. If compensation for jury duty is not received by the **Treasurer's Office within two weeks of receipt by the employee, the employee's leave will be charged for the time absent.**
- 17.2 Days used on jury duty shall not be deducted from sick leave or personal business days and shall not be counted against unit members on school board attendance policies.
- 17.3 Required Court Appearances Other Than Jury Duty

If the unit member is subpoenaed as a witness in a court appearance for a case related to his/her job assignment within the Lancaster City Schools, except where the unit member or his/her professional association is a plaintiff in a case wherein the Board of Education is a defendant, the unit member shall be paid by the Board as if the unit member has worked a normal day. The time away from school shall not be deducted from sick leave or personal business days and shall not be counted against the unit member on school board attendance policies.

ARTICLE 18 - VACATIONS

- 18.1 Classified employees employed at least eleven (11) months or more shall accrue vacation time as follows:
- A. Employees Hired Before January 1, 1987
 - 1 through 5 years of service = 2 weeks
 - 6 through 14 years of service = 3 weeks
 - 15 through 23 years of service = 4 weeks
 - 24 years or over = 5 weeks
 - B. Employees Hired After January 1, 1987
 - through 8 years of service = 10 days
 - 9 through 16 years of service = 15 days
 - 17 years or over = 20 days
- 18.2 Vacations may be taken any time between January 1st and December 31st of each year with the following exceptions. If a substitute employee is required and no substitute is available for service during the period for which vacation is requested, the employee must take the vacation during a time when a substitute

is available or during the months of June, July or August unless special permission is granted by the Superintendent or his designee.

- 18.3** Employees shall select vacation dates by seniority with the employee with the greatest system seniority having the first choice and each successive employee thereafter making his/her choice. Employees shall provide at least ten (10) working days advance notice to the immediate supervisor prior to the beginning of vacation leave. In case of emergency circumstances an employee who has exhausted all available personal business leave days may use one (1) day of vacation if each of the following circumstances are met: (1) the employee has provided not less than twenty-four (24) hours notice in writing, and (2) **the employee's absence will not result in disruption of school district operations, as determined by the employee's immediate supervisor.**
- 18.4** Managing custodians may take no more than four (4) weeks vacation during the summer period. Additional weeks may be granted during the summer period with the approval of the Superintendent or his designee.
- 18.5** Vacation days shall accrue on a monthly basis beginning July 1, 2017 and prorated as necessary from the first day worked. Employees must work for a period of one (1) full calendar year, beginning with the anniversary date, prior to their becoming eligible for paid vacation time. Those employees who have been employed in governmental service prior to their association with the Lancaster City Schools shall be given credit for their years of service in determining their paid vacation benefits. Employees must furnish proof of prior service.
- 18.6** Employees may not carry over any more than fifteen (15) days of accumulated and unused vacation time from one (1) paid vacation period to the next.
- 18.7** In the transition year only, an employee who has unused accumulated vacation time, in excess of fifteen (15) days, shall have until June 30, 2019, to use the time.

ARTICLE 19 - HOLIDAYS

- 19.1** Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays. In order to be eligible for holiday pay, an employee must accrue earnings on his last scheduled work day prior to such holiday and his first scheduled work day following such holiday, unless on either of such days the employee was on excused absence, or on sick leave for which pay was granted.
- 19.2** Holidays falling on Saturday shall be celebrated on the preceding Friday unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event the Monday following Saturday shall be celebrated as the holiday. In the

event such Monday is also a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one (1) days pay at his regular rate for such holiday in addition to his normal pay for that day.

19.3 Holidays falling on Sunday shall be celebrated on the following Monday unless that Monday is a regularly scheduled day of pupil attendance, in which event the Friday preceding Sunday shall be celebrated as the holiday. In the event that Friday is a regularly scheduled day of pupil attendance, then the employee otherwise eligible for holiday pay shall be paid the equivalent of one (1) days pay at his regular rate for such holiday in addition to his normal pay for that day.

19.4 In the event, during this Agreement, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for bargaining unit personnel in this Article, then the designated holidays herein may be changed, provided that the number of paid holidays for employees in each job classification shall not be reduced in number.

19.5 There shall be eleven (11) paid holidays for twelve (12) month employees:

- A. New Year's Day
- B. Martin Luther King Day
- C. **President's Day**
- D. Good Friday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Thanksgiving Day
- I. Day after Thanksgiving
- J. Christmas Day
- K. Day before Christmas or the day after Christmas, to be determined by the Superintendent.

19.6 There shall be seven (7) paid holidays for nine (9) month and ten (10) month employees:

- A. New Year's Day
- B. Martin Luther King Day
- C. Presidents' Day
- D. Memorial Day
- E. Labor Day
- F. Thanksgiving Day
- G. Christmas Day

ARTICLE 20 - CONFERENCE LEAVES

- 20.1 Duly authorized delegates shall be given permission to attend district, state and national meetings which are affiliated with their parent organization, with no loss of pay or loss of personal business day(s), (not to exceed twenty (20) days per year). The Union will provide fourteen (14) days notice to the Superintendent or his/her designee prior to the use of conference leave.

ARTICLE 21 - PHYSICAL EXAMINATIONS

- 21.1 The Board shall pay the full cost of a required physical examination. Employees shall be provided a list of approved physicians. Upon completion of the employee's physical examination, the physician is to complete an invoice provided by the Lancaster Board of Education.
- 21.2 The Board of Education reserves the right to determine the scope of physical examinations for which it will make payment.
- 21.3 All new employees must file a copy of an acceptable physical examination with the office of the Superintendent or his/her designee within the first two (2) weeks of their employment.
- 21.4 A doctor's certificate must attest to the employee's suitability for resumption of duties, when the employee is off for more than five (5) working days in succession, if requested by the Board of Education. Said certificates must verify that the employee is capable of performing all duties as specified in general and specific job descriptions.
- 21.5 Whenever the Board requires that an employee submit to a physical examination, other than the initial employment examination or any other annual examination required by law, the school system shall assume the cost of this examination, and the bargaining unit member will authorize release to the Board of a summary of the results of the examination.

ARTICLE 22 - MISCELLANEOUS

22.1 Wage Adjustment for Temporary Changes in Classification

If a bargaining unit member is required to perform work normally performed by an employee holding a higher classification, the employee will be paid at the higher classification. Temporary assignments will not be changed for the sole purpose of avoiding payment at the higher rate of pay.

- 22.2 **Travel Time** – Necessary travel time between job sites will be paid time.

22.3 **Year's Service Credit** – In order to receive credit for a year's service, an employee must have worked at least two-thirds (2/3) of the required work days in his/her established work year.

22.4 **Breaks** – Except for bus drivers, each employee shall receive a fifteen (15) minute break within each consecutive four (4) hours worked. All breaks will be taken at times determined by the immediate supervisor.

22.5 **Job Descriptions**

A. A copy of all job descriptions or any changes to job descriptions of bargaining unit members shall be furnished to the President of the Association.

B. Prior to any change in any general job description covered under this Agreement, the LSSA President shall be notified of such anticipated change(s) and the proposed effective date of such change(s).

C. The Association may request bargaining of any proposed changes to any job descriptions to the extent that such proposed changes materially affect a term or condition of the employment of a member. Such bargaining must be requested, in writing, within ten (10) work days after notice of the proposed change has been given to the Association President.

D. If requested, bargaining shall proceed in good faith for a period of time not more than five (5) work days. If agreement is not reached, the remaining issue(s) may be submitted to a mediator designated by the Federal Mediation and Conciliation Service (FMCS) for a period of not more than five (5) work days. If the matter is not resolved, the Board may unilaterally implement its last offer. Any unresolved issue(s) may be submitted for bargaining at the reopening of this Agreement. In no event shall the Association have a right to strike during the term of this Agreement.

E. Each staff member may inspect his/her job description.

22.6 **Donation of Blood** – In an emergency, the Board agrees to pay an employee at their regular rate of pay for the donation of blood during work hours for the actual time required up to a maximum of four (4) hours.

22.7 **Eyeglasses** – Employees whose eyeglasses are broken because of job-related accidents or student misconduct as verified by the employee's supervisor shall have said eyeglasses replaced at actual cost not to exceed three hundred dollars (\$300).

22.8 **Safety** – The Board agrees to conform with all rules and regulations of the Industrial Commission of the State of Ohio.

22.9 **Mileage Reimbursement** – Employees shall be reimbursed by the Board for mileage driven in personal vehicles on Board business or assignments at the rate established by the Internal Revenue Service's rules for compensation.

22.10 **Pay Periods**

A. For the 2017-2018 school year: The employment year shall be divided into twenty-six (26) pay periods. Pay days shall fall on alternate Fridays. When it appears that more than twenty-six (26) pay periods may be required in any calendar year, the Board and Association representatives will meet and consider adjustments to the pay periods. All bargaining unit members shall enroll for direct deposit.

B. Beginning with the 2018-2019 school year: The employment year shall be divided into twenty-four (24) pay periods. Pay days shall fall on the 10th and 25th of each month. If a scheduled payday falls on a weekend or holiday, pay will be distributed the weekday immediately prior to that weekend or holiday. All bargaining unit members shall enroll for direct deposit.

22.11 **Mowing** – When school is not in session custodians will do their own mowing. During the school year the Maintenance Department will be primarily responsible for the mowing, although custodians will occasionally also have to do mowing during the school year.

22.12 **Temporary Help** – When temporary help is needed in the Maintenance Department the position will first be filled by as-needed employees. If as-needed employees are not available, the position will be filled by a Maintenance I, Managing Custodian, Custodian, or E.T., in that order. In an emergency situation, any available person may be used.

22.13 **Fingerprinting** – The Lancaster Board of Education shall provide for the fingerprinting and background checks as required by law for all members of the bargaining unit.

22.14 **Cell Phones for Maintenance** – Cell phones will be provided for maintenance employees as needed.

22.15 **Safety in the Workplace**

A. The safety of staff, students, parents, and the general public shall be a primary objective of the Lancaster Board of Education.

- B. Teachers and other appropriate staff will be informed of a student's past physically violent behavior to the extent permissible by law and to the extent known by the Board, if the student will be supervised or taught by the teacher or other staff.
- C. Safety concerns should be communicated through the Administrative-Association Liaison Committee.
- D. Assaults and threats of physical violence on staff members will not be tolerated. Staff members who are assaulted or threatened with physical violence shall immediately report the assault or threat to the building administrator for appropriate action in accordance with Board Policy and/or the Serious Misconduct Code. In cases where the student is the assailant, that student shall not be returned to the classroom until after an investigation and hearing and not on the same day as the assault.
- E. The Board shall provide emergency communication devices suitable for summoning help for members who work with high-risk categories of students, and, in particular, for BSU and MD teachers; with at least one portable communication device per building.

ARTICLE 23 - MEDICAL TREATMENT

- 23.1** An employee may be assigned the duty of administering prescription medication to a student provided the "Procedures of Administration of Prescription Medication by School Officials" as adopted by the Board of Education, have been followed. An Educational Assistant will not be required to administer catheterization of pupils unless a specific duty of employment. Employees assigned to perform routine care procedures (such as suctioning and similar activities) will be provided appropriate instruction or training before being assigned such duties.
- 23.2** Administration of First Aid shall be limited to topical applications (ointments, bandages, ice, etc.) as provided by the Board of Education. Where the nature of an illness or injury appears serious, the parents will be notified.
- 23.3** Employees required or assigned the administration of prescription medication or who may be required to administer first aid will be included in any liability insurance provided by the Board of Education.
- 23.4** First aid training shall be provided for all building secretaries required to perform first aid on a daily and/or continuing basis. Such training shall lead to a bona fide certificate in first aid.

The school district shall be responsible for providing the first aid training and necessary updates to maintain certification.

All secretaries new to the district shall be trained in first aid. Other employees can take the training, space permitting.

- 23.5 The district will employ a full-time health assistant in each of the school buildings at minimum during the hours that students are in session.
- 23.6 Health Assistants must successfully complete a Medical Assistant credentialing **program or an LPN/RN program and pass the district's medical** competency testing each year.

ARTICLE 24 - SUPERVISORS WORKING

- 24.1 No supervisor shall take the place of a regular employee except for the purpose of instructing employees in the performance of their duties, adjustment of equipment, or except for very short periods (generally, thirty [30] minutes or less) in order to better maintain flow for efficient operation. It is understood that the supervisor may at times assist in some work, or in cases of extreme emergencies, assist and/or perform some work, but it is not the intention to use the supervisor to replace the employee.

ARTICLE 25 - CALAMITY DAYS

- 25.1 The Superintendent or other designated central office administrator reserves the right to require any and all full-time employees to report for work on days that the school district or a school building is closed. Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the Board without additional compensation. Nine (9) and ten (10) month employees who are required to work on a calamity day will be paid the calamity day hours worked if also required to work on a student make-up day. For the duration of this contract (until June 30, 2020), employees who are not called in to work on days when school is cancelled shall be paid for the first five (5) work days that are cancelled; after the first five (5) cancelled work days, all additional days that school is closed must be worked (made up by the employees).
- 25.2 When an emergency exists and work is to be performed outside the regular work day, employees shall be called in to work based on the skill needed for the particular job and the availability of the employee to complete the work needed as determined by the supervisor.
- 25.3 It is the responsibility of the Director of Human Resources to notify the LSSA **President, each employee on the list, and the sheriff's department of all essential** employees by September 15th of each school year. If the Fairfield County Sheriff

has declared a Level Three Emergency, all employees not identified on the above list shall not be required to report to work.

- 25.4 In the event of a delay in the start of the school day, all bargaining unit members (with the exception of bus drivers) shall report to work at their regularly scheduled work time.
- 25.5 In the event that school is cancelled for students, any employee who is scheduled to report to work before 8:00 a.m. will be compensated for at least 30 minutes of work, provided that the time is worked. If an employee is directed or approved by his/her supervisor to remain at work, the employee will be paid for the hours worked.

ARTICLE 26 - SENIORITY

26.1

- A. **District Seniority** – An employee's total continuous service with the Lancaster City School District within the bargaining unit. Seniority will not accrue during a probationary period but upon successful completion of a probationary period seniority will be credited from the first day of employment.
- B. **Classification Seniority** – An employee's continuous service within a classification.
- C. **Class Series Seniority** – An employee's continuous service within a class series.

26.2 **Termination of Seniority** – Seniority shall terminate upon:

- A. Retirement.
- B. Discharge.
- C. Failure to report after termination of a leave of absence.
- D. Failure to report to work in compliance with the Reduction in Force provision of this Agreement.
- E. Voluntary severance except as otherwise provided.
- F. After accepting an exempt position.

26.3 **Seniority Lists** – Seniority lists shall be provided to the Association President once (1) each year by October 30th of each school year. Mistakes must be reported to the Director of Human Resources within thirty (30) days.

- 26.4 Substitute or as-needed employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement. Only regular full-time or regular part-time employees shall accumulate seniority.
- 26.5 An employee shall maintain seniority experience credit in all class series in which the employee has actually worked beyond the probationary period. The credit maintained shall reflect the actual amount of time the employee has worked within the specific class series. Employment within a different class series must be continuous employment with the district for these seniority credits to be maintained.
- 26.6 Classifications and class series for the purposes of seniority for position bidding and promotion shall be the same as those listed in the Layoff and Recall Article of this Agreement.

ARTICLE 27 - LAYOFF AND RECALL

27.1 General Provisions

- A. Layoff of bargaining unit members shall be for the following reasons: decreased enrollment of students, return to duty of bargaining unit members after leaves of absence, job abolishment, or lack of funds.
- B. The Lancaster City Schools Board of Education agrees to provide a thirty (30) day advanced written notice to the Association prior to the effective date of a layoff. In the event of a layoff based on job abolishment, sixty (60) days advance notice will be provided.
- C. Layoffs will be avoided by not filling vacant positions, where reasonably possible.
- D. Additional layoffs, if necessary, shall occur in inverse order of seniority within each affected class series.

27.2 Seniority and Seniority Lists

- A. Seniority for layoff purposes shall be based upon district seniority as defined in Article 26 of this Agreement.
- B. Seniority lists based upon continuous service with the Employer within each class series shall be prepared by the Board and given to the Association one hundred twenty (120) days prior to any layoff. Challenges to the placement on the lists must be delivered to the Superintendent or his/her designee within thirty (30) days following posting of these lists. The lists will be final as to each employee who does

not challenge the list within the thirty (30) day period. Bargaining unit members will be placed on all seniority lists for class series in which they have formerly been employed by Lancaster City Schools and for which they are qualified at the time the list is prepared, or become qualified and notify the Superintendent within the thirty (30) day challenge period.

Classification

- A. Classification – Custodial/Maintenance/Journeyman
 - 1. Class series- Maintenance
 - 2. Class series- Courier
 - 3. Class series- Managing Custodian
 - 4. Class series- Custodian

- B. Classification – Transportation
 - 1. Class series- Bus Driver
 - 2. Class series- Mechanic
 - 3. Class series- Bus Aide

- C. Classification – Food Service
 - 1. Class series- Food Service Manager
 - 2. Class series- Food Service Manager Trainee
 - 3. Class series- Food Service Employee
 - 4. Class series- Assistant Managing Cook

- D. Classification – Secretarial
 - 1. Class series- Office Administrative Assistant
 - 2. Class series- Secretary

- E. Classification – Clerical
 - 1. Class series- Account Clerk

- F. Classification – Technology Technician
 - 1. Class series- Technology

- G. Classification – Media
 - 1. Class series- Technology Associate
 - 2. Class series- Library Associate

- H. Classification – Educational Assistants
 - 1. Class series- Instructional Educational Assistants
 - 2. Class series- Special Education/Preschool/ISS Educational Assistants/Study Hall

- I. Classification – Medical
 - 1. Class series- LPN
 - 2. Class series- Occupational Therapist Assistants
 - 3. Class series- Interpreter
 - 4. Class series- Health Assistants

- J. Classification – Journeyman Transportation Mechanic
 - 1. Class series- Transportation Mechanic

- K. Classification – Journeyman Electrician
 - 1. Class series- Electrician

- L. Classification – Journeyman Plumber
 - 1. Class series- Plumber

- M. Classification – Journeyman Heat, Ventilating/Air Conditioning
 - 1. Class series- Heat, Ventilating/Air Conditioning

- N. Classification – Journeyman Floor Craft Specialist/Locks and Door Closures
 - 1. Class series- Floor Craft Specialist/Locks and Door Closures

- O. Classification – Journeyman Carpenter
 - 1. Class series- Carpenter

- P. Classification – Journeyman Groundskeeper
 - 1. Class series- Groundskeeper

- Q. Classification – Journeyman Technology Technician
 - 1. Class Series- Technology Technician

27.3 **Displacement Rights**

- A. A laid off bargaining unit member possessing seniority within a class series shall displace the bargaining unit member with the least seniority in the same or successively lower class series, regardless of the contracted months, in which the unit member has seniority in the same classification.

A list of displaced employees with bumping rights will be generated by seniority – starting with the most senior member down to the least senior member. The most senior member must select from the list of vacancies that exists and which they are licensed/qualified to hold. This process will continue until there are no vacancies left at which time the process will **continue with the next person “bumping”** the least senior person on the

seniority list for the classification/job series they are licensed/qualified. A monthly employee may bid on a position of the same or fewer months, but not on a position with greater months.

- B. This process shall continue, if necessary, until the bargaining unit member with the least seniority in the class series has been laid off.

27.4 Recall Rights

- A. Bargaining unit members will be recalled in reverse order of layoff.
- B. Any bargaining unit member who is offered and who declines reinstatement when a vacancy occurs or who fails to respond to the offer within ten (10) days after receipt of same, shall forfeit all recall rights with the Lancaster Board of Education. Said notice shall be by certified mail.
- C. It is the responsibility of each bargaining unit member on layoff to notify the employer of a current address. Failure to notify the employer in this manner eliminates any requirement for the employer to recall that laid off member.
- D. Recall rights shall terminate after three (3) years from the date of layoff.

27.5 The current class series for custodian will be maintained for such time as current members of the bargaining unit remain in that classification. It is understood that at such time in the future when all current members have left that classification, the class series of custodian will be abolished. A specific salary schedule for this class series will be negotiated and maintained until such time as the class series is abolished. Further, it is agreed that this temporary class series will be considered a part of the custodial/maintenance classification for the purpose of seniority and layoff rights.

27.6 The Association President shall not be subject to suspension of employment contract due to lay-off; however, he/she may be subject to displacement as provided within this Article. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in the implementation of this specific provision within this Article.

ARTICLE 28 - SERS PICK-UP

28.1 The Board agrees to annuities each member's total contribution to SERS by deducting that amount before each member is paid. The procedure shall be as follows: The Board shall designate each member's mandatory contribution to the School Employees Retirement System of Ohio as "picked-up" by the Board although they shall continue to be designated as employee contributions. The

amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory SERS contribution. No employee's total salary shall be increased by such "pick- up", nor shall the Board's total contribution to the SERS be increased thereby. There shall be no increased cost to the Board except for incidental administrative expenses.

- 28.2 The Board shall not be liable for any adverse ruling on such SERS contribution by any state or federal court.
- 28.3 In accordance with law, the applicable retirement system for Occupational Therapist Assistants (and any other classification so required by SERS or STRS rules) shall be STRS.

ARTICLE 29 - SEVERANCE PAY

- 29.1 Employees shall, at the time of their retirement, receive a severance amount calculated from the classified employee's unused sick leave and daily rate of pay at the time of retirement by a formula to be hereinafter described.
- 29.2 Retirement relates to those employees who have retired and are certified as being retired by the Ohio Public School Employees Retirement System.
- 29.3 All accumulated, unused sick leave, whether credited by transfer from another governmental agency, department, or political subdivision and that earned and unused while in the employ of the employing unit must be used in the computation of the payment of commuted sick leave pursuant to Section 124.39 of the Ohio Revised Code.
- 29.4 Upon retirement, employees of the Lancaster City School District shall be entitled to the following benefits:
- A. Effective with the date of this Agreement, employees shall receive one-third (1/3) of accumulated sick leave, subject to (B) hereinafter.
 - B. The maximum benefits under the provisions of this policy shall be sixty-five (65) days.
- 29.5 **Retirement Bonus:** Bargaining unit members who retire during the first year in which the member becomes eligible for retirement will be paid a retirement bonus in addition to severance pay. **As used in this section, the "first year in which the member becomes eligible for retirement" shall mean the first year in which the member becomes eligible for superannuation retirement benefits under the regulations of the retirement system.** (The member meets one of the age and service credit combinations.) Service credit shall mean combined service credit from all Ohio public service (School Employees Retirement System,

State Teacher Retirement System, and Ohio Public Employees Retirement System) to determine eligibility to retire. The bonus will consist of a one-time payment in the amount of three thousand five hundred dollars (\$3,500), to be paid along with severance pay. A bargaining unit member must give written notice to the HR Director of the intention to retire at least five (5) months prior to the effective date of retirement to be eligible for the retirement bonus. The amount of the bonus will be reduced \$500 for each step below the highest step on the salary schedule the unit member is placed on at the time of retirement.

ARTICLE 30 - INSURANCE

30.1 The Board shall purchase hospitalization, surgical, major medical, dental and life insurance from a carrier licensed to sell insurance in Ohio.

30.2 Coverage shall include the following: See Appendix D

30.3 Contribution to Health Insurance

Major medical insurance premiums shall be split on an 80%/20% basis (District/employee).

Vision Insurance

The Insurance Committee will compare various vision insurance plans and select a group plan which allows interested members to elect coverage for a monthly cost, entirely born by the employee. Such plans often require that a certain number of employees participate. If such a level is met, the plan will go into effect as soon as practically possible.

Dental Insurance

Benefits must be equivalent to or better than the SCOIC Dental Benefit Plan. The Insurance Committee is authorized to make improvements in the plan.

Life Insurance

\$50,000 basic term Life Insurance per eligible staff member, including Accidental Death and Dismemberment (in accordance to plan document guidelines), with an option for the bargaining unit member to purchase at his/her own expense, through payroll deduction up to an additional \$150,000 guaranteed issue Term Life and Accidental Death and Dismemberment or more if allowed by provider. The increase in amounts on Life Insurance shall be effective the first of the month following sixty

(60) days after both Association and Board ratification of this contract. Bargaining unit members may continue in the program after retirement by paying the required premium as allowed by the provider.

Unit members working on a part-time or hourly basis are entitled to all benefits and provisions under this Negotiated Agreement with the stipulation that said benefits shall be earned and utilized on a proportionate basis as the hours worked (see below).

Part-time or hourly unit members electing to receive a fringe benefit shall pay the difference between the Board contribution and the total benefit cost. Unit members shall pay according to the following schedule:

<u>Hours Worked Per Day of Board Payment</u>	<u>% Contribution</u>
6 and 8	In accordance with Section 30.3 above
5 to 5¾	75%
3 to 4¾	50%

30.4 Any unit member married to another employee shall be entitled to elect single policy coverage, as long as his/her spouse also elects single coverage. Married employees not electing the above coverage shall be entitled to only one (1) family policy covering the family unit and shall pay only one (1) premium.

Any full-time unit member may decline to participate in the health insurance plan providing he/she shows evidence of other coverage. If other coverage is lost through circumstances **of a life changing event such as divorce or spouse's loss** of job or death, such an employee may re-enroll upon request (circumstances and deadlines defined within the rules of the health insurance provider).

30.5 An employee must be employed on a regular hourly basis and receive such wage throughout the twelve (12) month period in order to receive contributions from the Board of Education.

30.6 Any employee who is required to pay a portion of an insurance plan must do so through payroll deductions. Deductions shall be made for Board approved insurance plans only.

30.7 Any policy of health insurance implemented after the effective date of this agreement will be bid with a specification that such policy not exclude coverage for pre-existing conditions, except that benefits may be withheld for any injury or sickness for which medical treatment was (or reasonably should have been) received during the three (3) months preceding or six (6) months after the

effective date of coverage based on the original enrollment date of the employee.

Bargaining unit members must enroll within thirty (30) days of employment. If the bargaining unit member fails to enroll during that time period they must wait until the next open enrollment period which will occur during the month of November each year.

- 30.8 The Board will determine and may change the insurance carrier or third-party administrator, if any, from time to time provided that any such change will not result in a reduction of insurance benefits required under this Agreement. A joint Insurance Committee shall meet regularly to review the status of the insurance program, educate members on the status, recommend improvements or adjustments, and recommend any change in carrier or coverage. The committee shall be composed of five (5) persons appointed by the Superintendent and five (5) persons appointed by the Association President. In the case of any change in coverage which reduces the benefits the approval of the Association is required. Insurance coverage must be from a carrier licensed to sell insurance in Ohio or a Board-approved plan of self insurance.
- 30.9 A Section 125 Plan will be offered to members who can elect to participate in tax deferral of healthcare benefits as well as medical or dependent care account. Members must meet with a representative to be in compliance with the IRS Regulations; and, **even if they don't participate in the health insurance, they can** participate in medical or dependent spending if allowed by law.
- 30.10 If the cost of health insurance triggers the Cadillac tax, the parties agree to open the contract to reduce the cost of health insurance. The purpose of this provision is to avoid having district funds paid to the IRS or other government agency for no benefit of district employees.

ARTICLE 31 - SALARY DIFFERENTIALS

- 31.1 The following additional amounts shall be paid effective at the beginning of the contract year in which the staff member completes the years of continuous service with Lancaster City Schools specified:

<u>Amount Per Hour</u>	<u>Years of Service*</u>
.20	10 years
.25	15 years
.30	20 years
.35	25 years
.40	30 years

*Salary differentials will be paid beginning July 1st of the year in which the years of service requirement is met. (All changes to salary differentials agreed to by the parties will be effective the first payroll after ratification by the Board and the LSSA.)

- 31.2 An additional ten cents (\$.10) per hour shall be paid to Food Service personnel upon becoming re-certified. Food Service Director shall present a list of those who qualify to the Board of Education. Payment shall become effective the first working day each year.
- 31.3 An additional thirteen cents (.13) per hour shall be paid for each working day for Custodial/Maintenance personnel whose hours begin at 2:00 p.m. to 5:59 p.m. (Second Shift).
- 31.4 An additional eighteen cents (.18) per hour shall be paid for each working day for Custodial/Maintenance personnel whose hours begin at 6:00 p.m. or later (Third Shift).
- 31.5 An additional fifteen cents (\$.15) per hour shall be paid to Bus Drivers whose routes are composed of more than fifty percent (50%) ED, MH, CD, or physically handicapped students while they are being transported.
- 31.6 Educational and Health Assistants working with ED, MD, and autistic students will receive twenty-five cents (\$.25) per hour additional.
- 31.7 The High School Food Service Manager receives \$1.50 per hour additional pay on the schedule.

NOTE: Shift differential will be discontinued during school vacations, except that for employees required to work any shift other than first shift, the differential shall be maintained.

ARTICLE 32 - SALARY SCHEDULES

- 32.1 It is expected that most new employees will be placed on the beginning step of the salary schedule. In positions requiring specialized training or experience it may be necessary to offer salary placement at higher levels. In such cases every reasonable effort will be made to avoid placement of new employees at salary levels higher than those paid current employees in the same class series.

The actual salary schedules are contained in Appendix A at the end of this contract.

2017-18 – 2.00% increase on base salary.

2018-19 – 2.00% increase on base salary.

2019-20 – 2.00% increase on base salary – if the increase on base salary provided to LEA for 2019-20 is more than 2.0%, then the same increase on base salary shall be provided to LSSA.

ARTICLE 33 - CLASSIFIED STAFF EVALUATION

33.1 The Association recognizes the right, duty and responsibility of administrators to evaluate the performance of personnel for the purpose of providing a sound basis for personnel improvement and evaluation of personnel effectiveness.

This evaluation should serve to identify personnel strengths and limitations through use of an accepted evaluation form. Deficiencies will be noted with recommendations for improvement.

All observations shall be done openly with the personnel being evaluated.

Any written job performance observation feedback shall, after review by both parties, be signed by each and a copy given to the person.

Evaluation should be a continuous process with professional growth being the basic goal.

DEFINITIONS:

I. CLASSIFIED STAFF – All Bargaining Unit Members

II. EVALUATION – A systematic procedure whereby an evaluator acquires and processes the data needed to determine the effectiveness of a classified staff member's job performance based on the requirements of the unit member's job description.

III. EVALUATOR – An evaluator is the person responsible for conducting the evaluation of classified staff members for whom evaluation is required under this Agreement. An evaluator may be a principal, assistant principal, or immediate supervisor. The definition of evaluator shall not preclude the use of other non-classified staff personnel to provide information and input to the evaluator.

IV. IMMEDIATE SUPERVISOR – The person identified as the evaluator for those classified staff members not under the direct supervision of a building principal.

V. JOB PERFORMANCE OBSERVATION – Observation, conducted by an evaluator, of such length to insure classified staff members an opportunity to illustrate a general or typical mode of operation, or competency in the assigned

job. Job performance observation may include both formal and informal observation of job performance.

An evaluator has the right to observe a classified staff member at any time. Job performance observations which result in a written feedback will include a post-observation conference which will be scheduled to take place within ten (10) days after the observation.

A copy of the written feedback statement/evaluation form will be provided the unit member at the time of the post-observation/evaluation conference and will include the following statement:

My signature indicates that I have read this observation summary/evaluation form. Furthermore, I understand that if I wish, I may add any statement that will amplify, explain or rebut its contents:

Classified Staff Member's Signature
Date _____

Evaluator's Signature
Date _____

VI. ASSESSMENT – bargaining unit members will not be required to evaluate other bargaining unit members. Building Managers (such as Head Custodians, Head Cooks) may be required to provide information to the evaluators.

VII. TIMING OF EVALUATION – It is hoped that each bargaining unit member will be evaluated each year. Any member not otherwise evaluated or scheduled for evaluation in any year may request evaluation by submitting written request of the member's evaluator prior to March 1st. In any year that an evaluation is requested, one will be performed in a timely manner. If an evaluation is not performed, it will be assumed that the performance evidenced in the most recent written evaluation document was continued.

VIII. A bargaining unit member not meeting the Board established attendance standards, for any one or more of the following reasons, will not be negatively evaluated:

A. An extended illness or hospitalization of more than five (5) consecutive days, requiring professional medical attention. Documentation must be provided upon the bargaining unit member's return to work.

- B. An extended illness or hospitalization of a spouse, bargaining unit member's parent, or child requiring an extended absence of more than five (5) consecutive days. The bargaining unit member will submit, in writing, the reasons for this absence to the immediate supervisor upon his or her return to work.

The number of days missed and an explanation of such days missed under this provision, regardless of reason or amount, will be written on the bargaining unit member's evaluation form.

ARTICLE 34 - DRUG FREE WORKPLACE ACT COMPLIANCE

- 34.1 The Board of Education will implement such policies, notices, programs and actions as may be required to comply with the Drug Free Workplace Act, including the taking of appropriate personnel action against any employee convicted of any criminal drug statute. Such action may include termination of contract. Convicted employees for whom termination of contract is not appropriate will be required to satisfactorily participate in a drug abuse, assistance, or rehabilitation program approved by a Federal, State or local health, law enforcement, or other appropriate agency. All policies and notices developed in compliance with the Act will be posted in the same fashion as other bargaining unit information is posted.

ARTICLE 35 - ADMINISTRATIVE/UNION LIAISON COMMITTEE

- 35.1 An Administrative-Union Liaison Committee will be established to discuss common problems and concerns affecting the school district and such other matters affecting Administration-Union relations as the Committee may agree to consider. This committee shall be composed of the Superintendent or his/her designee and additional administrators designated by the Superintendent, and eight (8) Association members designated by the President of the Association. This committee shall be scheduled to meet not less than once every (2) months during the school year with the goal of resolving any concerns/problems that arise. The committee may meet as needed at additional times during the year, as mutually determined by the Superintendent and Association President. The Committee may invite consultants or other non-committee members to attend its meeting. The Committee Chair shall be selected by the Committee.

ARTICLE 36 - PROFESSIONAL GROWTH PLAN

- 36.1 The Board encourages all employees to increase their knowledge and skills through the use of specialized training, courses, seminars, etc.
- 36.2 The Board will pay registration, conference and other such fees and reasonable and necessary expenses as approved in advance by the Superintendent or

designee for attendance by bargaining unit members at authorized workshops, training seminars and related job skills training courses.

ARTICLE 37 - IN-SERVICE

- 37.1 The Board will provide necessary and desirable in-service programs for the bargaining unit members from time to time for the purpose of improving and enhancing the skills, safety and knowledge of classified employees. At least two mandatory programs will be attended each year of employment.

ARTICLE 38 - OUTSIDE CONTRACTING

- 38.1 The Board will not suspend the employment of or reduce the hours of employment of bargaining unit members as a result of the contracting out of bargaining unit work.

ARTICLE 39 - DURATION & IMPLEMENTATION

- 39.1 This agreement between the Lancaster City School District, hereinafter referred to as the "Board," and the Lancaster School Support Association, OEA/NEA, hereinafter referred to as the "Union" and/or the "Association," shall become effective July 1, 2017 and shall expire at midnight June 30, 2020.

ARTICLE 40 - COMPLETE AGREEMENT

40.1 This Negotiated Agreement represents the entire agreement between the parties hereto and no other agreement, either oral or written, unless executed by both parties hereto subsequent to the date of this Agreement, shall be effective to bind the parties. Further, both parties agree that they had full and complete opportunity to present proposals, counterproposals and other demands upon the other and any of these proposals, counterproposals or demands not contained within this Negotiated Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

This agreement between the Lancaster City Board of Education and the Lancaster School Support Association is signed and entered into this 18 day of July 2017.

FOR THE ASSOCIATION:

Chief Negotiator

Craig Skover

President

Michael Smith

Vice President

FOR THE BOARD:

Ann Egan

President

Julie F. [unclear]

Treasurer

Steve Wington

Superintendent

LANCASTER CITY SCHOOLS NON-CERTIFICATED SALARY SCHEDULE**CUSTODIAL – MAINTENANCE CLASSIFICATIONS****Custodian**

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	13.77	14.05	14.33
1	1.0275	14.15	14.44	14.72
2	1.0550	14.53	14.82	15.12
3	1.0825	14.91	15.21	15.51
4	1.1100	15.28	15.60	15.91
5	1.1375	15.66	15.98	16.30
6	1.1650	16.04	16.37	16.69
7	1.1925	16.42	16.75	17.09
8	1.2200	16.80	17.14	17.48
9	1.2475	17.18	17.53	17.88
10	1.2750	17.56	17.91	18.27
11	1.3025	17.94	18.30	18.66
12	1.3300	18.31	18.69	19.06

Mng. Custodian/Courier

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	14.75	15.05	15.35
1	1.0275	15.16	15.46	15.77
2	1.0550	15.56	15.88	16.19
3	1.0825	15.97	16.29	16.62
4	1.1100	16.37	16.71	17.04
5	1.1375	16.78	17.12	17.46
6	1.1650	17.18	17.53	17.88
7	1.1925	17.59	17.95	18.30
8	1.2200	18.00	18.36	18.73
9	1.2475	18.40	18.77	19.15
10	1.2750	18.81	19.19	19.57
11	1.3025	19.21	19.60	19.99
12	1.3300	19.62	20.02	20.42

Journeyman/Maintenance/Mechanic/Technology Technician

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	18.39	18.76	19.14
1	1.0275	18.90	19.28	19.67
2	1.0550	19.40	19.79	20.19
3	1.0825	19.91	20.31	20.72
4	1.1100	20.41	20.82	21.25
5	1.1375	20.92	21.34	21.77
6	1.1650	21.42	21.86	22.30
7	1.1925	21.93	22.37	22.82
8	1.2200	22.44	22.89	23.35
9	1.2475	22.94	23.40	23.88
10	1.2750	23.45	23.92	24.40
11	1.3025	23.95	24.43	24.93
12	1.3300	24.46	24.95	25.46

SECRETARIAL CLASSIFICATIONS

Office Asst./Acct Clerk/Secretary

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	15.58	15.89	16.21
1	1.0275	16.01	16.33	16.66
2	1.0550	16.44	16.76	17.10
3	1.0825	16.87	17.20	17.55
4	1.1100	17.29	17.64	17.99
5	1.1375	17.72	18.07	18.44
6	1.1650	18.15	18.51	18.88
7	1.1925	18.58	18.95	19.33
8	1.2200	19.01	19.39	19.78
9	1.2475	19.44	19.82	20.22
10	1.2750	19.86	20.26	20.67
11	1.3025	20.29	20.70	21.11
12	1.3300	20.72	21.13	21.56

FOOD SERVICE CLASSIFICATIONS

Cook-Cashier

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	11.94	12.18	12.42
1	1.0275	12.27	12.51	12.76
2	1.0550	12.60	12.85	13.10
3	1.0825	12.93	13.18	13.44
4	1.1100	13.25	13.52	13.79
5	1.1375	13.58	13.85	14.13
6	1.1650	13.91	14.19	14.47
7	1.1925	14.24	14.52	14.81
8	1.2200	14.57	14.86	15.15
9	1.2475	14.90	15.19	15.49
10	1.2750	15.22	15.53	15.84
11	1.3025	15.55	15.86	16.18
12	1.3300	15.88	16.20	16.52

Assistant Managing Cook

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	12.19	12.43	12.68
1	1.0275	12.53	12.77	13.03
2	1.0550	12.86	13.11	13.38
3	1.0825	13.20	13.46	13.73
4	1.1100	13.53	13.80	14.07
5	1.1375	13.87	14.14	14.42
6	1.1650	14.20	14.48	14.77
7	1.1925	14.54	14.82	15.12
8	1.2200	14.87	15.16	15.47
9	1.2475	15.21	15.51	15.82
10	1.2750	15.54	15.85	16.17
11	1.3025	15.88	16.19	16.52
12	1.3300	16.21	16.53	16.86

Managing Cook

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	13.73	14.01	14.29
1	1.0275	14.11	14.40	14.68
2	1.0550	14.49	14.78	15.08
3	1.0825	14.86	15.17	15.47
4	1.1100	15.24	15.55	15.86
5	1.1375	15.62	15.94	16.25
6	1.1650	16.00	16.32	16.65
7	1.1925	16.37	16.71	17.04
8	1.2200	16.75	17.09	17.43
9	1.2475	17.13	17.48	17.83
10	1.2750	17.51	17.86	18.22
11	1.3025	17.88	18.25	18.61
12	1.3300	18.26	18.63	19.01

EDUCATIONAL ASSISTANTS

Instructional_Educational Assistant

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	12.35	12.60	12.85
1	1.0275	12.69	12.95	13.20
2	1.0550	13.03	13.29	13.56
3	1.0825	13.37	13.64	13.91
4	1.1100	13.71	13.99	14.26
5	1.1375	14.05	14.33	14.62
6	1.1650	14.39	14.68	14.97
7	1.1925	14.73	15.03	15.32
8	1.2200	15.07	15.37	15.68
9	1.2475	15.41	15.72	16.03
10	1.2750	15.75	16.06	16.38
11	1.3025	16.09	16.41	16.74
12	1.3300	16.43	16.76	17.09

SPECIAL EDUCATIONAL EA

Special Education/Preschool/ISS/Study Hall

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	12.61	12.86	13.12
1	1.0275	12.96	13.21	13.48
2	1.0550	13.30	13.57	13.84
3	1.0825	13.65	13.92	14.20
4	1.1100	14.00	14.27	14.56
5	1.1375	14.34	14.63	14.92
6	1.1650	14.69	14.98	15.28
7	1.1925	15.04	15.34	15.65
8	1.2200	15.38	15.69	16.01
9	1.2475	15.73	16.04	16.37
10	1.2750	16.08	16.40	16.73
11	1.3025	16.42	16.75	17.09
12	1.3300	16.77	17.10	17.45

MEDICAL

LPN, Interpreter, and Occupational Therapist Assistant

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	17.52	17.87	18.23
1	1.0275	18.00	18.36	18.73
2	1.0550	18.48	18.85	19.23
3	1.0825	18.97	19.34	19.73
4	1.1100	19.45	19.84	20.24
5	1.1375	19.93	20.33	20.74
6	1.1650	20.41	20.82	21.24
7	1.1925	20.89	21.31	21.74
8	1.2200	21.37	21.80	22.24
9	1.2475	21.86	22.29	22.74
10	1.2750	22.34	22.78	23.24
11	1.3025	22.82	23.28	23.74
12	1.3300	23.30	23.77	24.25

Health Assistants

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	13.26	13.53	13.80
1	1.0275	13.62	13.90	14.18
2	1.0550	13.99	14.27	14.56
3	1.0825	14.35	14.65	14.94
4	1.1100	14.72	15.02	15.32
5	1.1375	15.08	15.39	15.70
6	1.1650	15.45	15.76	16.08
7	1.1925	15.81	16.13	16.46
8	1.2200	16.18	16.51	16.84
9	1.2475	16.54	16.88	17.22
10	1.2750	16.91	17.25	17.59
11	1.3025	17.27	17.62	17.97
12	1.3300	17.64	17.99	18.35

TRANSPORTATION

Bus Driver

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	15.37	15.68	15.99
1	1.0275	15.79	16.11	16.43
2	1.0550	16.22	16.54	16.87
3	1.0825	16.64	16.97	17.31
4	1.1100	17.06	17.40	17.75
5	1.1375	17.48	17.84	18.19
6	1.1650	17.91	18.27	18.63
7	1.1925	18.33	18.70	19.07
8	1.2200	18.75	19.13	19.51
9	1.2475	19.17	19.56	19.95
10	1.2750	19.60	19.99	20.39
11	1.3025	20.02	20.42	20.83
12	1.3300	20.44	20.85	21.27

Bus Aide/Attendant

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	10.17	10.37	10.58
1	1.0275	10.45	10.66	10.87
2	1.0550	10.73	10.94	11.16
3	1.0825	11.01	11.23	11.45
4	1.1100	11.29	11.51	11.74
5	1.1375	11.57	11.80	12.03
6	1.1650	11.85	12.08	12.33
7	1.1925	12.13	12.37	12.62
8	1.2200	12.41	12.65	12.91
9	1.2475	12.69	12.94	13.20
10	1.2750	12.97	13.22	13.49
11	1.3025	13.25	13.51	13.78
12	1.3300	13.53	13.79	14.07

MEDIA

Library Associates

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	16.85	17.19	17.53
1	1.0275	17.31	17.66	18.01
2	1.0550	17.78	18.14	18.49
3	1.0825	18.24	18.61	18.98
4	1.1100	18.70	19.08	19.46
5	1.1375	19.17	19.55	19.94
6	1.1650	19.63	20.03	20.42
7	1.1925	20.09	20.50	20.90
8	1.2200	20.56	20.97	21.39
9	1.2475	21.02	21.44	21.87
10	1.2750	21.48	21.92	22.35
11	1.3025	21.95	22.39	22.83
12	1.3300	22.41	22.86	23.31

CLASSROOM TECHNOLOGY ASSOCIATES

Step	Index	2017/18	2018/19	2019/20*
0	1.0000	17.17	17.51	17.86
1	1.0275	17.64	17.99	18.35
2	1.0550	18.11	18.47	18.84
3	1.0825	18.59	18.95	19.33
4	1.1100	19.06	19.44	19.82
5	1.1375	19.53	19.92	20.32
6	1.1650	20.00	20.40	20.81
7	1.1925	20.48	20.88	21.30
8	1.2200	20.95	21.36	21.79
9	1.2475	21.42	21.84	22.28
10	1.2750	21.89	22.33	22.77
11	1.3025	22.36	22.81	23.26
12	1.3300	22.84	23.29	23.75

*On 2019/20 – Represents a 2.0% increase, however, see “me-too clause” in Article 32.1.

**LANCASTER SCHOOL SUPPORT ASSOCIATION
GRIEVANCE REPORT FORM**

STEP 1

Grievant: _____ Date: _____

Job Site: _____ Administrator: _____

Date of Informal Discussion _____ Date of Grievance: _____

Statement of Grievance: _____

_____ Signed _____
Grievant or Association Rep.

Administrator's Response (attach a copy of response to this form)

Date of Response: _____ Signed: _____
Administrator

STEP 2 (If response at Step 1 is unsatisfactory)

Date Submitted to Superintendent: _____ Signed _____
Grievant or Association Rep.

Date of Meeting with Superintendent: _____

Agreement to Waive Meeting-Signed: _____
Grievant Superintendent

Superintendent's Response (attach a copy of response to this form)

Date of Response: _____ Signed: _____
Superintendent

STEP 3 (If response at step 2 is unsatisfactory)

Grievance may go directly to Step 4.

Date of Response: _____ Signed: _____
Grievant

Signed _____
President/Grievance Chair

Date of Board Response: _____

Board Response: _____

Signed (Board President): _____

STEP 4 (If response at previous step is unsatisfactory)

Date Submitted to Arbitration: _____

Signed _____ Signed _____
Grievant President/Grievance Chair

**SCOIC
MEDICAL BENEFITS SCHEDULE**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	\$100	\$200
Per Family Unit	\$200	\$400
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges:		
<ul style="list-style-type: none"> - Preventive Care Services - Emergency Room Services - Second Surgical Opinion - Network Services with a per-visit Copayment 		
COPAYMENTS		
Physician Office	\$15	\$25
Urgent Care Facility	\$25	\$35
Emergency Room	\$100	\$100
The emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator, ACMS must be notified at (877) 304-0761 within 48 hours (2 business days) of the admission, even if the patient is discharged within 48 hours (or 2 business days) of the admission.		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	\$400	\$1,000
Per Family Unit	\$1,000	\$2,000
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket amounts.		
The Plan will pay the designated percentage of the Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum:		
Deductible(s)		
Non-Precertification penalties		
Copayments		
Amounts over Usual and Reasonable Charges		
Charges for Prescription Drugs obtained under the Prescription Drug Benefit section of the Plan.		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board and Misc. Expenses	90% after deductible	70% after deductible
Intensive Care Unit	90% after deductible	70% after deductible
Outpatient Hospital Services		
Surgical Facilities	90% after deductible	70% after deductible
Other Outpatient Services	90% after deductible	70% after deductible
Emergency Room Visit (including related services)	100% after copayment	70% after deductible
Urgent Care Facility (including related services)	100% after copayment	70% after deductible and after copayment
Skilled Nursing Facility	90% after deductible 31 day Calendar Year maximum	70% after deductible 31 day Calendar Year maximum

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
PHYSICIAN SERVICES		
Inpatient visits	90% after deductible	70% after deductible
Office visits	100% after copayment	70% after deductible
Second Surgical Opinion (paid at 100% if recommended by ACMS)	90%	70%
Surgery	90% after deductible	70% after deductible
Anesthesia	90% after deductible	70% after deductible
Diagnostic Testing (X-ray and Lab)	90% after deductible	70% after deductible
Independent Laboratory Expenses	90% after deductible	Paid same as network
Radiology/Pathology Interpretation	90% after deductible	Paid same as network
Home Health Care	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible 30 day Calendar Year maximum	70% after deductible 30 day Calendar Year maximum
Hospice Care	90% after deductible	Paid Same As Network
Ambulance Service	90% after deductible	Paid Same As Network
Wig After Chemotherapy	90% after deductible \$400 Lifetime Maximum	70% after deductible \$400 Lifetime Maximum
Physical/Occupational Therapy	90% after deductible Precertification is required for visits exceeding 15 per Calendar Year	70% after deductible Precertification is required for visits exceeding 15 per Calendar Year
Spinal Manipulation / Chiropractic	90% after deductible 15 visits per Calendar Year maximum	70% after deductible 15 visits per Calendar Year maximum
Mental Disorder/Substance Abuse	Paid based on type of service(s) received	
Preventive Care		
Routine Well Adult Care	100%	Paid Same As Network
Including, but not limited to the following: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations/flu shots, colonoscopies, bone density scans, stress tests, sigmoidoscopies, and preventive care services as required by law.		
Routine Well Child Care	100%	Paid Same As Network
Including, but not limited to the following: office visits, routine physical examination, laboratory tests, x-rays, immunizations/flu shots, and preventive care services as required by law.		
Organ/Tissue Transplants	Paid based on the type of service(s) received.	
Other Medical Services and Supplies	90% after deductible	70 % after deductible

PRESCRIPTION DRUG BENEFIT SCHEDULE

PRESCRIPTION DRUG BENEFIT		
	NETWORK	NON-NETWORK
Pharmacy Option (30 day supply)		
Generic Drugs		\$10 copayment
Formulary Brand Name Drugs		\$25 copayment
Non-Formulary Brand Name Drugs		\$50 copayment
Specialty Pharmacy Services (30 day supply)		
Including injectable other than insulin	\$100 copayment, not to exceed \$1,200 per Calendar Year	Not Applicable
Mail Order Option (90 day supply)		
Generic Drugs	\$20 copayment	Not Applicable
Formulary Brand Name Drugs	\$50 copayment	Not Applicable
Non-Formulary Brand Name Drugs	\$100 copayment	Not Applicable

Refer to the Prescription Drug Section for details on the Prescription Drug benefit

Note: Prescription Drug expenses under the Prescription drug Benefits do not apply to the Calendar Year Deductible or Out-of-Pocket maximum amounts under the Medical Benefits section of this plan.

SCHEDULE OF BENEFITS
DENTAL SERVICES

For **Verification of Eligibility** please refer to the telephone number on the employee's identification card.

Call this number to verify eligibility for Plan benefits **before** the charge is incurred. 1-877-304-0761

Please read the section titled Predetermination of Benefits in the Dental Plan. You will need to follow this section or reimbursement from the Plan may be reduced.

DENTAL BENEFITS

CALENDAR YEAR DEDUCTIBLE	
Per Covered Person	\$25
Per Family Unit	\$50
Calendar Year Deductible applies to:	Class B Services - Basic Class C Services - Major
MAXIMUM BENEFIT AMOUNT PER COVERED PERSON	
For Class A - Preventative, Class B - Basic and Class C - Major	\$1,500 per Calendar Year
For Class D - Orthodontia (For dependent children under age 19 only)	\$1,000 per Lifetime
COVERED CHARGES	
Classes of Benefits	Percentage Payable
Class A Services - Preventative	100%
Class B Services - Basic	80%
Class C Services - Major	50%
Class D Services - Orthodontia	50%

Within the above named Summary Plan Description, section titled SCHEDULE OF BENEFITS, the subsection titled DENTAL BENEFITS, has been REVISED by DELETING THE REFERENCE (For Dependent Children under age 19 only)

For Class D - Orthodontia	\$1,000 per Lifetime
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Additional information on dental Care can be found in the Dental Benefit section of you plan document.

NOTE: Dental expenses under the Dental Benefits section of you Plan document do not apply to the Calendar Year Deductible or to the Out-of-Pocket maximum under the medical portion of this plan.

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