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NEGOTIATED AGREEMENT BETWEEN

BENJAMIN LOGAN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
OAPSE/AFSCME Local 4, AFL-CIO  
AND LOCAL #262

JULY 1, 2018

Through

JUNE 30, 2021

Ratified by OAPSE #262 on 11/8/18

Adopted by Board of Education on 11/19/18

*Every Student.*



*Every Day.*

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## **ARTICLE 1 – Recognition**

1.01 The Benjamin Logan Local School District Board of Education, hereinafter referred to as the BOARD, recognizes the Ohio Association of Public School Employees/AFSCME/AFL-CIO and Local #262, hereinafter referred to as the UNION, as the sole and exclusive bargaining agent of all regular full-time and part-time classified personnel, as defined in this Article:

- (a) Custodian
- (b) Groundskeeper
- (c) Maintenance
- (d) Head Custodian

All other employees in the school district are excluded from the Bargaining unit.

1.02 This recognition shall remain in effect during the term of this Agreement.

1.03 For the purpose of this Agreement, “days” are recognized as regular work days unless otherwise noted.

## **Article 2 – Negotiations**

2.01 If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than May 1st nor earlier than March 15th of the year in which this Agreement expires. Notification from the Union shall be to the Superintendent and notification from the Board shall be to the Union President.

2.02 The parties shall set a date for an initial meeting which will be no later than fifteen (15) days after receipt of the initial notice unless a different date is mutually agreed upon.

2.03 Typed proposals shall in form and detail that shall specify the language to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting. No additional proposals may be submitted except by mutual agreement. For any negotiations commencing after July 1, 2021, the maximum number of proposals submitted by each party shall be limited to eight (8), and no additional proposals may thereafter be submitted except by mutual agreement. Provisions of this Agreement that are not implicated by either party’s initial proposals will become a part of any successor agreement.

2.04 Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting.

Meetings shall be closed to the press and the public.

Either party may caucus for a reasonable period at any time.

Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device.

2.05 Bargaining teams, excluding consultants, shall be limited to three (3) representatives of the Board and three (3) representatives of the Union.

2.06 Neither party shall make a release to the news media regarding bargaining prior to a declaration of impasse. However, periodic written progress may be issued to the public during negotiations, provided that any such release shall have the prior approval of both parties.

2.07 Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

When tentative agreement is reached on all items, the full agreement will promptly be submitted to the Union for ratification and thereafter promptly submitted to the Board for ratification. Both bargaining teams shall give their full recommendation to their respective parties for acceptance and/or ratification.

Upon such ratification by both parties, the successor agreement will be executed. The Board shall be responsible for the typing of the final negotiated agreement. The Union shall be responsible for the duplication and distribution of the agreement to all bargaining unit members.

2.08 If the parties are unable to reach tentative agreement on all items by June 15 of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised Code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. If mediation does not produce a tentative agreement, the Board may implement its last offer and the Union may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

## **Article 3 - Rights of the Board**

- 3.01 The Union recognizes that the Board and the Superintendent are the bodies of authority solely vested with the right to run and fund the Benjamin Logan Local Schools, that the Board and Superintendent shall have the right to take any action they consider necessary and proper to effectuate management policy express or implied, and that there is no duty to bargain over such decisions. The Board recognizes that it is obligated to bargain about the wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Changes may be made at all times during this Agreement by mutual consent of both parties and shall be attached in the form of Articles or Memoranda of Understanding.
- 3.02 Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, including the conduct and performance expected of an employee in emergency situations; its overall budget, utilization of technology, and organizational structure; manage and direct employees, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or lay off employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline, demote, or terminate employees; determine the adequacy of and effectively manage the work force; determine and carry out the overall mission, goals, programs and services of the school district and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; and determine the hours of work and work schedules. The exercise of any of the foregoing management rights are limited only by the expressed terms of this Agreement.

## **Article 4 - Employee-School-Community Relations**

- 4.01 It shall be the responsibility of the Union to promote the school district to the community in ways that will improve the public's understanding of purposes and procedures, and encourage its involvement and support.

## **Article 5 - Rights of Individuals**

- 5.01 Nothing contained herein shall abridge the right of individual classified employees to present their view of recommendations which affect their status in the District to the Superintendent or to the Board in accordance with established procedures.

## **Article 6 – Distribution and Display of Union Material**

- 6.01 The Board concurs that the act of recognition of the Union was and is, inference that the use of certain school facilities, as noted below, is open to the Union, subject to such conditions and restrictions as are hereinafter provided.
- 6.02 The following facilities are therefore open to use by the Union:
- (a) Use of classified staff meetings for Union announcements with the meeting chairman's permission.
  - (b) Use of school buildings for meetings.
  - (c) Use of school office and reproducing equipment for Union literature.
  - (d) Use of District email.
- 6.03 Use of the above facilities are subject to the following conditions and restrictions:
- (a) All Union materials intended for distribution and/or display in any property under the management of the Board must be approved and signed by the appropriate Union official before distribution and/or display.
  - (b) The following types of material shall not be distributed or displayed:
    - (1) Materials indicating the existence of situations not reflecting actual conditions.
    - (2) Materials which could possibly undermine support of the school system by the general public.
    - (3) Materials personally attacking the actions or competence of individuals.

- (4) Materials promoting any activity contrary to Board Policy or the Revised Code of Ohio.
- (5) Materials whose contents are in poor general taste and not in the best interests of the Board and the Union in general or the entire school system in particular.
- (c) Distribution and/or display of any material by any Union official is tacit admission of compliance with conditions in (a) and (b) above and implied permission that he/she is so held responsible for the contents.
- (d) In the event a Union official desires Administration concurrence for distribution and/or display of a given piece of material, he/she should seek the approval of the Superintendent or the Central Office designate.
- (e) Failure of any official to comply with conditions (a) through (c) may result in his/her name being dropped as an appropriate Union official who can post material, in addition to any other appropriate action supported by Administrative procedures or Board Policy. If any such action against a Union official is considered, the local president shall be notified.
- (f) The approved list of names shall be those supplied by the Union to the administration under items of the current Agenda.

6.04 Union Orientation:

The Local President shall be notified whenever a new employee is hired into the bargaining unit. The Local President may meet with the new hire for Union orientation.

## **Article 7 - Job Descriptions**

- 7.01 Job description will be available for all bargaining unit members. The job descriptions will be reviewed periodically to ensure that they are up to date and reflective of the duties to be performed. Employee input may be sought by the administration in developing and reviewing job descriptions.

## **Article 8 - Contract Sequence**

- 8.01 Each newly hired employee shall serve a three-month probationary period. A probationary discharge from employment is at the sole and unilateral discretion of the Administration and shall not be subject to the Grievance Procedure. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081.

## **Article 9 - Relation to State Law/Strikes**

- 9.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty (30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have not been invalidated shall continue in full force and effect in accordance with their terms.
- 9.02 The Union, its officers, members and employees covered by this Agreement shall not cause, engage in, or sanction any strike, slowdown, work stoppage or any other similar cessation or disruption of services for the term of this Agreement. The Board shall not lockout employees during the term of this Agreement.

## **Article 10 - Reduction in Force**

- 10.01 When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized.
- 10.02 The following classifications shall be used for the purpose of defining pay classifications in the event of a layoff:
- Custodian
  - Head Custodian
  - Groundskeeper
  - Maintenance
- 10.03 Within each classification affected, employees will be laid off by classification seniority, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service, however, unpaid leaves shall not count towards seniority. In the case of identical seniority, then the last four (4) digits of the employee's social security number will be used. The highest number when read as a whole number would then be the most senior employee.
- 10.04 A bargaining unit member who is laid off has the right to "bump" a less senior bargaining unit member in another classification, based on system seniority (defined as the employee's uninterrupted length of service with the Board), provided he/she is qualified for the position and has performed such job-related



duties. In the case of job abolishment, an employee may bump a less senior employee in the same classification. In all cases, a bumped employee may bump a less senior employee in the same classification (if any) according to the same process as in the preceding sentences, or bump a less senior employee (if any) in another classification, provided he/she is qualified for the position and has previously worked in the other classification. An employee may not bump into a position that would result in a promotion (i.e., more hours or higher hourly rate).

10.05 Ten (10) days prior to the effective date of lay-offs, the Board shall prepare and post, for inspection, in a conspicuous place, a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:

- (a) Reasons for the lay-off or reductions.
- (b) The effective date of lay-off.
- (c) A statement advising the employee of his/her rights of reinstatement from the lay-off.

10.06 An employee whose name appears on the RIF list shall be offered re-employment in order of system seniority when a position in the bargaining unit becomes available that the laid off employee has previously held. Written notice of such vacancy shall be sent by certified mail to the employee's last known address. If the employee fails to accept re-employment, in writing, post-marked within ten (10) calendar days from the date of the notification or attempted delivery, said employee will be deemed to have rejected the offer and will be removed from the RIF list. Employees shall remain on the RIF list for eighteen (18) months from their last day of active service unless they fail to accept recall or waive their recall rights in writing.

## **Article 11 – Notice of Officers**

11.01 The Union shall notify the Treasurer of the Board of all the elected representatives and appointed officials of the Union within seven (7) days of such election and appointments.

## **Article 12 - Payroll Deductions**

- 12.01 The Board agrees to deduct Union dues for every bargaining unit member who has authorized the Board to do so in writing, and to remit the dues, with a list showing the bargaining unit members' deductions, to the State Union Treasurer monthly. The Board shall be required to write no more than one (1) check monthly. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organization for the bargaining unit.
- If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Union agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
- 12.02 PEOPLE Deduction: The Board agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for by written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the Board Treasurer and the OAPSE State Office. The Board agrees to remit dues promptly to the OAPSE State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Board will submit a check separate from the employee's Union dues deductions.

## **Article 13 – Leaves**

- 13.01 Sick Leave
1. Each employee shall be entitled, for each completed month of service, to sick leave of 1.25 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of five (5) days of sick leave, which has not yet actually been earned, shall be advanced in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. The Treasurer shall automatically advance such days as required for the absence of an employee, which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck. Employees who transfer into a position that requires more hours of work each day than their previous position shall have their sick leave balance adjusted by the Treasurer in order to align the employees' balances with their rate of accrual.
  2. Sick leave may be accumulated up to a total of 260 days.

3. Sick leave, upon approval of the appropriate administrator, may be used for:
  - a. Personal illness, injury, or pregnancy.
  - b. Exposure to contagious disease, which could be communicable to other employees.
  - c. Illness, injury, or death in the employee's "immediate family."  
"Immediate family" is defined as the employee's spouse, child, parent, grandparent, sibling, grandchild, or in-law or other relatives living in the household. A person who clearly stands in the same relationship with the employee as any of those persons specified, may be included at the discretion of the Superintendent.
4. In the case of death of a member of the employee's immediate family, the employee may not use more than three (3) days of sick leave and only when absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.
5. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave may be used in quarter day increments.
6. An employee will, whenever possible, notify his/her supervisor or designee of any absences the day before the absence so that appropriate arrangements can be made to secure a substitute.
7. The employee must submit a signed statement to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If absent for more than three consecutive days, a signed physician's statement may be required.
8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.

#### 13.02 Personal Leave

1. Each employee shall be granted three (3) days personal leave per school year. The Superintendent or designee may limit the number of employees on personal leave in order to ensure adequate coverage.
2. Personal leave may not be used immediately preceding or following a holiday or school vacation. Where possible, the request for personal leave must be submitted at least three (3) days prior to any intended absence except in case of emergency. An employee may convert unused personal leave to sick leave.

#### 13.03 Family and Medical Leave

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

13.04 Unpaid Leave

Upon written application of a unit member, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board will grant such leave where illness or disability is the reason for the request and satisfactory medical verification is provided. Without application, the Board may grant such leave in accordance with Section 3319.13 of the ORC because of physical or mental disability, subject to the unit member's right to a hearing on such unrequested leave in accordance with Section 3319.13.

13.05 Jury Duty/Court Leave

1. All absences for jury duty/court leave must be requested in writing through the District's electronic system.
2. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
3. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that the subpoena is work related and neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.

13.06 Military Leave

Military leave shall be granted in accordance with state and federal law.

13.07 Assault Leave

An employee who is physically injured as a result of a physical assault occurring while the employee is performing duties required by his/her contract and occurring on school premises or during a school sponsored function and not caused by another employee of the District shall be entitled to assault leave. Assault leave shall not be available to an employee who provoked the assault which is the basis for said leave request.

Assault leave includes full pay and benefits without reduction from sick leave during the period of absence due to the assault for up to fifteen (15) work days per contract year. The Board, in its sole discretion, may grant additional days on an individual case by case basis. Medical verification shall be furnished to the

Superintendent for all assault leave of three (3) days or more. The board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. The Board will pay any or all of the cost of any such examination that is not covered by the employees' insurance.

Assault leave will be reduced by the amount of any workers' compensation wage benefits paid to the employee with respect to any absence that was the subject of assault leave. Any excess payments may be recovered by the Board from future salary payment.

**Article 14 – Vacations**

14.01 Each 11 and 12-month employee is entitled to an annual vacation, with pay, based on length of service in the District.

0* through 8 years	.83 per month
9 through 16 years	1.25 per month
17 through 24 years	1.67 per month
25 or more years	2.08 per month

\* New employees to the district are not eligible to utilize their accrued vacation days until they have completed 12 months of employment in the district.

14.02 Eligible employees must apply for vacation to the Building and Grounds Supervisor at least two weeks in advance of the desired start date. Special consideration is given to emergencies. All applications are subject to final approval by the Superintendent.

14.03 Employees may never have more than thirty-five (35) accrued and unused vacation days at a time. Days in excess of thirty-five (35) will automatically be forfeited.

14.04 On or before July 1 for July 25 payroll and on or before January 1 for the third (3<sup>rd</sup>) payroll in January, employees may provide notice to the treasurer the number of accrued and unused vacation days which the employee wishes to be paid out.

## **Article 15 – Holidays**

15.01 Employees shall be paid with time off from work at their regular rate of pay for the following holidays:

Labor Day	Thanksgiving
Day after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	Martin Luther King Day
Memorial Day	Independence Day

15.02 If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on Monday. By mutual agreement, the Friday/Monday may be changed. In order to be eligible for holiday pay, employees must work all scheduled hours the day before and the day after the holiday.

## **Article 16 – Suspension, Demotion, and Termination**

16.01 Discipline will generally be progressive in nature while taking into account factors such as the seriousness of the violation and previous discipline history. No employee shall be disciplined without just cause.

Penalties for disciplinary action include:

- oral reprimands
- written reprimands
- suspensions
- demotion/discharge

16.02 Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to, the following:

- (a) Theft of or damage to property of the Board;
- (b) Theft of or damage to the property of a fellow employee;
- (c) The uttering of threatening or abusive language toward management personnel, other employees, students, or the public;
- (d) Intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
- (e) Falsification of any records, including employment records,
- (f) Fighting.

- 16.03 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or discharged, the Superintendent or his designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action and a summary of the grounds upon which such action would be based. The employee is entitled to Union representation at this hearing. The employee may then respond to, refute, deny, or otherwise challenge the charges. At the close of or after the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his decision and its effective date and time. He shall provide such notice by hand delivery or e-mail.
- 16.04 A non-probationary employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification, or discharge within the time frame set forth in the grievance procedure.
- 16.05 If an employee has completed three (3) years of satisfactory performance following the placement of discipline in his/her personnel file (with no intervening discipline), the employee may request the discipline be removed from the personnel file.
- 16.06 This article supersedes Ohio Rev. Code Section 3319.081 and shall exclusively govern the discharge and discipline of employees.
- 16.07 Discipline shall be handled in a manner so as not to jeopardize the safety and welfare of students or staff.

## **Article 17 – Evaluation Policy**

- 17.01 The Union shall provide up to three (3) employees to serve on the committee to review the classified evaluation procedures. The Board shall appoint up to three (3) members on this committee which shall be chaired by Superintendent and/or Buildings and Grounds Supervisor. This committee may meet annually, if desired, to review the classified evaluation procedures adopted by the Board and to offer recommendations to the Administration for consideration. The Board reserves its lawful right to accept, reject or return any proposal to the evaluation committee for additional improvement.
- 17.02 Evaluations will be conducted at least once every three (3) years. The Building and Grounds supervisor or designee will evaluate bargaining unit members. The evaluation will include the signature of the employee; this signature shall not signify agreement of the contents of said evaluation, only that the employee is aware of its placement in the personnel file. A copy of the evaluation shall be provided to the employee within ten (10) workdays of the official evaluation

meeting. Employees may submit a rebuttal for attachment to the evaluation within ten (10) workdays after receiving a copy of the evaluation.

## **Article 18 - Employer/Employee Relations Committee**

- 18.01 In the interest of sound labor-management relations, the Board and/or its designee may meet with three (3) representatives of the Union to discuss potential problems and promote a more harmonious labor-management relationship. These meetings shall be convened at mutually agreeable times upon the request of either the Union President or the Superintendent. It is understood that the sole purpose of the committee is to communicate the concerns for each party, which may or may not result in a resolution of either party.
- 18.02 Each party shall furnish an agenda at least five (5) working days in advance of the scheduled meeting and a list of the matters to be taken up in the meeting, and the names of those representatives who will attending.

## **Article 19 - Grievance Procedure**

- 19.01 A “grievance” is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. A “grievant” is defined as an employee or group of employees (class action) of the local having a grievance.
- 19.02 An employee who has a grievance shall discuss the grievance with his or her supervisor within ten (10) days of the occurrence of the act or event on which the grievance is based.
- 19.03 If the grievant is not satisfied with the resolution of the issue at the Supervisor’s level, he shall file the grievance with the Superintendent within ten (10) days of the supervisor’s response. The Superintendent or his designee shall hold an informal hearing with the employee within five (5) days of the Superintendent’s receipt of the grievance. The Superintendent or designee shall make his decision on the grievance and email it to the employee within five (5) days of the informal hearing.
- 19.04 If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to FMCS Grievance Mediation, within ten (10) days of receipt of the written Superintendent’s disposition. The parties shall first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a



mediator. The mediator will conduct mediation in accordance with FMCS procedures.

- 19.05 If mediation does not resolve the grievance, the grievant may, within ten (10) days of the mediation session, appeal the grievance by submitting a written request for arbitration to the Union, with a copy to be furnished to the Superintendent. The Union shall decide whether or not to file for arbitration. If the Union decides to proceed to arbitration, it must do so within five (5) days by mailing a written request to the Federal Mediation and Conciliation Service with a copy to be furnished to the Superintendent, for a list of seven (7) arbitrators. Either party may request that a second list of seven (7) names be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding.
- 19.06 This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.
- 19.07 General Provisions
- A. If a grievance is not filed or appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived or settled on the basis of the most recent disposition and any further appeal shall be barred.
  - B. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.
  - C. Meetings and arbitration hearings held under this procedure shall be scheduled so as not to interfere with the work obligations of unit members, unless otherwise mutually agreed.
  - D. At any step of the procedure, except arbitration, the grievant may speak on his/her own behalf or choose to be represented by a designee of the Union; in any case, however, a designee of the Union may be present at each step of the procedure. At any arbitration, the grievant must be represented by a

designee of the Union.

- E. All grievance meetings and arbitration hearings shall be in private. No one other than those involved with the grievance shall be entitled to attend.

## **Article 20 – Bid Procedure**

- 20.01 When a vacancy occurs that the district intends to fill, it shall be posted in the Central Office and emailed to employees school email address. The notice shall be posted for a period of five (5) work days.
- 20.02 In selecting an employee for the vacant position, the Board shall use the following guidelines:
- (a) In the case of a lateral transfer within the same classification or a bid to a lower paying classification, the position will be awarded to the most senior employee requesting the position unless there is a compelling reason for administration not to award the position based on seniority. This rationale may be challenged pursuant to the grievance procedure utilizing an arbitrary and capricious standard of review. Seniority **for this subsection only** shall be classification seniority. The classification seniority will be based on total time served in the classification of the vacancy.
  - (b) In the case of a promotional bid to the Head Custodian classification, the vacancy shall be awarded to the most senior qualified bidder.
  - (c) In the case of a promotional bid to the Maintenance Classification, the vacancy shall be awarded to most qualified bidder.
  - (d) Any bargaining unit member who is not awarded the position based solely on qualifications shall be given a conference with the Superintendent or designee to inform him/her of the reasons for not receiving the position, with recommendations being given toward improving qualifications.
- 20.03 When the Board determines to fill a vacancy resulting from a retirement, resignation, termination or creation of a new position, a substitute shall not serve in the position for more than sixty (60) work days.
- 20.04 If an employee is a retired/rehiree, his/her seniority shall start with their most recent date of entry into the bargaining unit.

## **Article 21 - Meetings Called by Administration**

- 21.01 Classified employees will attend any mandatory group meeting called by the administration during or after the work day and shall be paid for all hours in attendance at their regular rate of pay. This pay shall also include any mandatory trainings or drug testing. This does not include any time spent in voluntary meetings, voluntary committee work, the grievance process, or conducting Union business.

## **Article 22 – Facility Duty**

- 22.01 When facilities are being used for Board approved functions or outside groups, a custodian shall be on duty.
- 22.02 The custodian whose building the activity is in shall have the first opportunity to accept the work based on seniority rotation. If no employee within the building accepts the duty, there shall be a district duty list and the most senior (based on seniority rotation) employee shall be given the opportunity to work the activity. If no custodian accepts the facility duty, then the least senior (based on seniority rotation) custodian in the district shall be assigned. When an employee retires/rehires, his/her position on the district facility duty list shall be based on his/her most recent date of entry into the bargaining unit.
- 22.03 The Board agrees not to use substitutes or volunteers in lieu of a regular custodian.
- 22.04 If the facility duty is worked on a paid holiday, the employee shall be paid straight time pay for all hours worked, in addition to holiday pay.

## **Article 23 – Mileage**

- 23.01 Any classified employee who, as a part of his/her job, is required to use his/her own personal vehicle for transportation shall be reimbursed at the maximum rate allowable under the Internal Revenue Service allowable business deduction in effect on January 1 of each year for all work related travel.
- 23.02 No mileage shall be paid for travel to or from the place of employment.

## **Article 24 - Free Admission**

- 24.01 The Board will grant all classified employees the privilege of free admission to all home Benjamin Logan athletic contests.

## **Article 25 - Years of Service Policy**

- 25.01 Any substitute classified employee, when hired as a regular employee, shall be given a year of credit on the appropriate salary schedule for every one hundred twenty (120) days worked as a substitute in the same classification as the job being filled.
- 25.02 For the purpose of this article job classifications shall be broken as follows:
- (a) Custodian
  - (b) Groundskeeper
  - (c) Maintenance
  - (d) Head Custodian
- 25.03 Any bargaining unit member who transfers to another job in the bargaining unit shall be placed at the same step in the new job that was occupied in the previous job.

## **Article 26 - Severance Pay**

- 26.01 Each Employee retiring from the Benjamin Logan Local School District, and who has been employed by the Benjamin Logan Local School District for a minimum of ten (10) consecutive years at the time of retirement and who meets the qualifications for retirement set forth by the State Employees Retirement System, shall at the time of their retirement be compensated for the value of their accrued but unused sick leave as set forth below.
- 26.02 Severance allowance shall be the value of accrued but unused sick leave, limited to twenty-five percent (25%) of up to two hundred sixty (260) days of accrued sick leave. Employees who retire when first eligible to retire under SERS rules and submit written notice of retirement by January 1 of the year of their retirement (and the Board acts on the retirement before February 1 in the year of retirement) shall receive forty percent (40%) of all their accumulated sick leave. Additionally, employees shall receive an additional \$100.00 per year for each year of service in the Benjamin Logan school district.
- Compensation shall be based on the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. The amount shall be paid in lump sum to the retiree within thirty (30) days of retirement.
- Documentation of retirement from SERS is required to receive severance pay.

## **Article 27 - Successorship**

27.02 In the event that members of this bargaining unit are employed by another school district because of merger or consolidation, the terms and conditions of this agreement will be binding upon all members of the resulting bargaining unit.

## **Article 28- Overtime Pay**

28.01 After forty (40) hours have been worked in a work week, the employee shall be paid time and one-half (1-1/2) of his/her regular rate. For purposes of overtime, holiday hours paid shall be considered hours worked.

28.02 Employees who respond to an emergency call to report to work or perform building checks outside of their regularly scheduled shift will be paid a minimum of two (2) hours.

## **Article 29 – Salary**

29.01 Salary Adjustment: The Board may adjust the salary upwards for any classification of the classified staff without negotiating such an increase, but with the approval of the Union negotiating team.

29.02 Salary Schedules: The salary schedules for all classified employees are attached.

29.03 All employees shall be paid by direct deposit. Paystubs will be sent electronically to the bargaining unit member's school e-mail address.

29.04 Full-time employees assigned to fill a position in a higher paying classification for forty (40) consecutive hours or more shall receive pay calculated at the rate of the position being filled: for example - custodian filling position of maintenance. Once a full-time employee has filled a position, he/she shall state on his/her time sheet the number of hours worked in the different position.

29.05 Longevity: Employees shall receive a longevity payment in the amount listed below. Payment shall be received via payroll, (½ paid at the conclusion of the 1<sup>st</sup> semester and ½ paid at the conclusion of the 2<sup>nd</sup> semester), Longevity payments shall be:

On the 20 <sup>th</sup> year of service	\$1350.00
On the 25 <sup>th</sup> year of service	\$1625.00
On the 30 <sup>th</sup> year of service	\$2125.00

29.06 Effective July 1, 2018 : 2.0% increase on the base rate  
Effective July 1, 2019 : 2.0% increase on the base rate  
Effective July 1, 2020 : 1.6% increase on the base rate

29.07 Employees maintaining the following the licenses shall receive the corresponding additional hourly rate:

Class I Wastewater License	Additional \$0.75 per hour
Class I Water License	Additional \$0.75 per hour
Applicator's License	Additional \$0.35 per hour

The Buildings and Grounds Supervisor shall determine which additional bargaining unit members may obtain this additional compensation due to having obtained one of these licenses (capped at 3 total bargaining unit members)

29.08 Employees shall receive a 30 minute paid lunch and two (2) fifteen minute paid breaks during their work shift. Unless prior approval has been obtained, employees shall remain on campus during lunch and breaks.

29.09 Attendance Incentive: Employees shall be paid a yearly attendance incentive based on the following:

Number of Days Used	Amount to be paid
0	\$500.00
1	\$350.00
2	\$200.00

The attendance incentive shall be paid no later than July 10 of each year. Partial days of sick leave and/or personal leave use shall result in a pro rata deduction.

## **Article 30 - Hours of Work & Calamity Days**

30.01 Employees shall work a schedule as determined by the Board.

30.02 In the event that the school district is closed due to a calamity, employees are required to report to work on a schedule to be determined by the immediate supervisor, or designee, unless travel is prohibited by the appropriate authorities. Proof of travel prohibition must be provided by the employee.

30.03 On one or two-hour delay days, employees shall report to work at their regularly scheduled time.

## **Article 31 - Insurance & Health Benefits**

- 31.01 The Board will maintain group health, vision and dental insurance plans for its full-time employees, equal to or greater than the current level of benefits. Such coverage is outlined in the Benefit Plan available to each employee.
- 31.02 The Board reserves the right to select and/or change carriers or third-party administrators, and further agrees not to diminish benefits provided during the life of this Agreement.
- 31.03 The Board will pay 82% toward vision and dental coverage monthly premiums.
- 31.04 The District shall offer one (1) medical plan for all employees. This plan shall be a High Deductible Health Plan with a corresponding Health Savings Account. The Board will pay 75% toward the monthly premium for single and family coverage. On or before January 10th and on or before April 10th, in equal installments, the Board will deposit into the employee's account the amount earned by the employee in the previous school year, based on the wellness plan criteria met in that previous year. If the employee provides satisfactory evidence that he/she has insufficient HSA funds available to apply to an eligible expense, the District shall accelerate the HSA payments necessary to cover the expense up to the employee's maximum earned HSA contribution amount based on the criteria below. The wellness plan criteria shall be as follows:

1. 40% (\$640) shall be contributed for documentation indicating that the employee has completed a routine examination (check-up) with a Physician.
2. 30% (\$480) shall be contributed for documentation indicating that the employee has completed an examination with a Dentist.
3. 30% (\$480) shall be contributed for documentation indicating that the employee has completed an examination with an Optometrist.
4. The same percentages and amounts would apply for spouses of employees who have family plans. Single coverage employees could earn a maximum of \$1,600 in contributions while family coverage subscribers could earn \$3,200 with proper documentation from the covered employee's spouse.

Examinations must be completed and documentation (EOB or any document/form signed by licensed physician) submitted to the District by October 31st of each year in order to be eligible for the HSA contributions. The examination must occur within the 12 months prior to October 31st of the year of submission. When an employee joins coverage, the amount placed in the employees account is prorated on the Treasurer's calculations, based on a yearly amount of \$1,600 for single coverage and \$3,200 for family coverage. In the event an employee drops coverage, he or she may be liable for the difference of the prorated amount and shall re-pay the district based on the Treasurer's calculations.

- 31.05 All eligible employees shall have the option to participate in a board-approved IRS 125-Part A (Payroll Reallocation) Program, whereby employee contributions to the cost of insurance adjusts the employee's gross income downward, resulting in potential tax

savings to the employee. Choice of which company will administer the program rests solely with the Board. If the foregoing Payroll Reallocation Program is nullified by subsequent governmental action, the Board will be held harmless and this provision will be null and void.

- 31.06 An employee who has a spouse who is eligible for healthcare benefits through another entity may not have healthcare benefits coverage extended to the employee's spouse through the healthcare benefits offered by the Board. If the Board employs both spouses on a full-time basis and the couple does not have dependent children, both husband and wife must enroll in the single healthcare plan offered by the Board.
- 31.07 Any employee collecting retirement benefits from School Employees Retirement System and employed by the Board may purchase employer sponsored medical, dental, and vision insurance. The Board shall pay \$100 towards the monthly single premium for medical and dental coverage. The Board shall pay \$225 towards the monthly family premium for medical and dental coverage. The Board shall pay 82% vision coverage monthly premiums. The Board will deposit in to the employee's account the amount earned by the employee in the previous school year, based on the wellness plan criteria met in that previous year. All current retired employees will be grandfathered into current insurance plan.
- 31.08 Employees collecting retirement benefits from the SERS shall not be eligible for employer sponsored life insurance.
- 31.09 Any spouse that is eligible for Medicare is not eligible to be on the District's Insurance Plan. If a spouse is on the plan and becomes eligible for Medicare, the spouse is no longer eligible for the district's plan the first day of the month in which the spouse becomes eligible for Medicare.
- 31.10 The Board will provide employees with a \$20,000 term life insurance paid by the Board.

## **Article 32 - SERS Pick-up**

- 32.01 Consistent with the provisions of Internal Revenue Service Ruling 77-42, 81-35 and 81-36, effective October 1, 1983, the Board shall pick-up each classified employee's mandatory contributions to the School Employees Retirement System of Ohio (SERS) provided that no classified employee's total compensation is increased by such pick-up nor is the Board's total contribution to SERS increased. The dollar amount to be "picked-up" by the Board:
- (a) shall equal the then current percentage amount of the above mentioned employee's mandatory SERS contribution;
  - (b) shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 82-097.
  - (c) shall be included in computing final average salary;
  - (d) shall not be reported by the Board as subject to current federal and state income taxes;



- (e) shall be reported by the Board as subject to city income taxes;
- (f) shall not affect the calculation of the above-mentioned employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting the above-mentioned employee's authorized credit information to financial institutions.

## **Article 33 - Severability**

33.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision which was invalidated. All other provisions which have not been invalidated shall continue in full force and effect with their terms.

## Article 34 - Agreement

- 34.01 Except as otherwise may be provided herein, this agreement represents the entire agreement between the parties and supersedes all prior agreements, understanding or practice, whether oral or written, between them. This agreement shall become effective July 1, 2018 and shall remain in full force and effect through June 30, 2021.
- 34.02 The parties acknowledge that during the negotiations which resulted in this agreement, each had the opportunity to make proposals, and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth by this Agreement.
- 34.03 Therefore, for the life of the Agreement, the Board and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement unless otherwise agreed.

Signed by authorized representatives of the parties this 19<sup>th</sup> day of November, 20 18.

FOR THE BOARD OF EDUCATION:

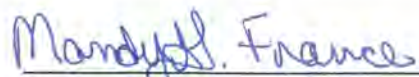
FOR OAPSE LOCAL 262

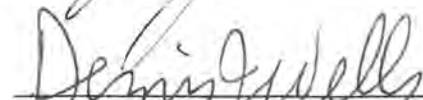
  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
OAPSE LOCAL 262 President


  
\_\_\_\_\_  
Superintendent

  
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Member

  
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Treasurer

  
\_\_\_\_\_  
Member

  
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Administrator

  
\_\_\_\_\_  
OAPSE/AFSCME, Local 4/AFL-CIO



# SCOTT SCRIVEN LLP

JULIA A. BAUER  
ELIZABETH A. BRAVERMAN  
TIMOTHY E. COWANS  
WILLIAM R. CREEDON  
JESSICA L. DAWSO  
RICHARD GOLDBERG  
DEREK L. HAGGERTY  
JULIE C. MARTIN  
JESSICA K. PHILEMOND

**250 East Broad Street  
Suite 900  
Columbus, Ohio 43215  
Telephone: (614) 222-8686  
Fax: (614) 222-8688**

PATRICK J. SCHMITZ  
GREGORY B. SCOTT  
DONALD C. SCRIVEN  
KARLA S. SOARDS  
MITCHELL L. STITH  
JAMES K. STUCKO, JR.  
JENNIFER STIFF TOMLIN  
DEREK L. TOWSTER

November 1, 2018

## VIA EMAIL AND REGULAR MAIL

Chad Caldwell  
Field Representative  
OAPSE/AFSCME, Local 4/AFL-CIO  
6805 Oak Creek Drive  
Columbus OH 43229

Re: Benjamin Logan Local Schools - Side Letter

Dear Chad:

The purpose of this "Side-Letter" is to memorialize our understanding during the recently concluded negotiations regarding base wage increases. The school district agrees that if the tentative agreement reached by the parties on October 25, 2018 is ratified by the Union and adopted by the Board, then the Board will agree to a "me-too" approach with regard to base wage increases. Specifically, if the Board agrees to base wage increases with the OEA bargaining unit of non-teaching employees in its upcoming negotiations that are a higher percentage than those agreed to with the OAPSE unit, then the Board will apply the higher percentage rates to the OAPSE unit.

Sincerely,

James K. Stucko, Jr.

JKS/slw

cc: Dave Harmon