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NEGOTIATED AGREEMENT

OAPSE

Local # 163



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1 NEGOTIATIONS AGREEMENT

2 This Agreement is made and entered into this first day of September, 2019 by and
3 between the Willoughby-Eastlake City Board of Education, hereinafter referred to
4 as the "Board" and the Ohio Association of Public School Employees,
5 AFSCME/AFL-CIO and its affiliate Local #163, which is hereinafter referred to as
6 the "Association" or the "Union".

7 ARTICLE 1 - TERMS

8 The terms and conditions of this Agreement are effective for the period
commencing September 1, 2019 and terminating August 31, 2021, except as
otherwise provided herein. However, each building will be subject to a written
inspection in the fall and spring of each year using an agreed upon form. If 40% or
more of the buildings fail the inspection by the spring of any given year, the contract
will expire on June 30 of said year. The administration will provide the Union
President a copy of the inspection schedule 2 weeks before each inspection. The
union representative may do a pre-inspection using union leave for the purpose of
allowing for input prior to the inspection by determining areas of concern. The
spring inspection will be done after spring break and before May 1 each year. All
failing scores **will be forwarded to the Superintendent's office and the Union**
President. The building will have ten (10) working days to rectify the issues noted
in the inspection upon which a re-inspection will be completed.

1 ARTICLE 2 - RECOGNITION

2 A. The Board of Education of the Willoughby-Eastlake City Schools hereby
 3 recognizes the Ohio Association of Public School Employees/ AFSCME/
 4 AFL-CIO, on behalf of Local 163, as the sole and exclusive bargaining
 5 representative for all employees now employed or to be employed in the
 6 following described unit for the term of this contract.

7 B. The bargaining unit includes all full time and regular contract employees in
 8 the following positions or classifications who are regularly assigned to a work
 9 schedule.

Title	Class	Title	Class
General Cleaning	I	Utility Bus Mechanic	V
Assistant Custodian	II	Assistant Maintenance	V
Assistant Day Senior High Custodian	III	Bus Mechanic	VI
Custodian, Unsupervised	III	Journeyman Carpenter, Electrician, Plumber, HVAC, Painter, Mason	VI
Grounds Maintenance	IV B	Carpenter, Electrician, Plumber, HVAC, Painter, Mason	VII
Truck Drivers	IV A	Bus Mechanic	VII

10 The following personnel employed by the Board shall be excluded under the
 11 terms and conditions of the Agreement.

- 12 Head Building Custodians
- 13 Night Shift Building Supervisors
- 14 Head Bus Mechanic
- 15 Part-time temporary employees who work not more than
- 16 10 hours per week for twelve weeks, and summer-only
- 17 employees.

18 Bargaining unit work is to be done by bargaining unit members, meaning
 19 that non-unit employees of the Board will not be assigned to perform work
 20 normally assigned to this unit, except on an emergency, ad hoc, and/or irregular
 21 (non-repetitive) basis. The administration shall determine the definition of
 22 emergency, ad hoc, and irregular. For the protection of both the district and
 23 courier, secure materials, such as testing materials, may be exempt from the
 24 definition of bargaining unit work. Delivery of information or papers which may
 25 be carried on **one's** person, material of a personal or confidential nature, secure
 26 materials, or materials a person may need to take to a meeting with another, may
 27 be carried without violation of this section. Movement of bulk products,
 28 equipment, or furniture is not exempt from this section.

1 This shall not be interpreted as a prohibition of contracting out as provided
2 in other Articles, or as mandating overtime or the hiring of additional employees.

3 C. The aforementioned unit shall be recognized for the term of this
4 Agreement, further the Board agrees to negotiate only with OAPSE through
5 the negotiating agent or agents officially designated by OAPSE Unit 163 in
6 respect to wages, hours, terms and other conditions of employment.
7 However, should any provision of this contract be found to be in violation of
8 the law by a court of competent jurisdiction, the parties shall meet to
9 renegotiate the affected section(s). All other provisions shall remain in full
force and effect as set forth in this contract.

10 In the event a competing employee organization attempts to secure
11 bargaining agent rights to this unit, said organization must file the appropriate
14 petitions with the State Employment Relations Board in accordance with O.R.C.
15 4117.

1 ARTICLE 3 - PRINCIPLES

2 Bargaining unit members have the right to join in, participate in and assist the
3 Association and the right to refrain from such, but membership shall not be a
4 prerequisite for employment or continuation of employment of any employee.

5 The Employer recognizes the right of all employees and all applicants for
6 employment to be free to join in and participate in lawful concerted union
7 activities. Therefore, the Employer agrees that there shall be no discrimination,
8 interference, reprisal or coercion by the Employer against any employee or any
9 applicant for employment because of union membership or because of any lawful
10 activity in an official capacity on behalf of the Union.
11

1 ARTICLE 4 - NEGOTIATION PROCEDURES

2 I. Bargaining Procedures

3 A. Scope

4 The scope of bargaining by and between the Employer and the Union
5 shall be limited to wages, hours, terms and other working conditions of
6 employment.

7 B. Negotiating Teams

8 1. The Board or the designated representative of the Board will meet
9 with the representatives designated by the Association for the purpose
10 of discussing and reaching Agreements. All negotiations shall be
11 conducted exclusively between said teams. The Board's negotiating
12 team and the Association's negotiating team shall be limited to a total
13 of seven (7) members each. The Association team shall be comprised
14 of six (6) employees and not more than one (1) member of the OAPSE
15 staff. All employee team members shall be from the unit. Neither party
16 shall have control over the selection of the other party's team members.
17 While no final agreement shall be executed without ratification by the
18 Association and adoption of the Board, the negotiating teams will have
19 the authority to make proposals, consider proposals and determine
20 items acceptable to both parties involved in negotiations. Any member
21 of the negotiating team may attend a negotiation session if the Assistant
22 Superintendent or his designee approves such attendance and as long
23 as the member returns to work and/or makes up the time spent in
24 negotiations.

25 2. Up to three (3) consultants may be used by each of the parties in any
26 of the negotiating meetings, persons outside the employ of
27 Willoughby-Eastlake Schools, in an advisory capacity. Consultants will
28 not be permitted to enter into discussions unless both parties agree to
29 permit them to address the team. The expense of such consultants shall
30 be borne by the party requesting or hiring them.

31 C. Request for Meetings

32 1. Not earlier than March 7 or later than March 21 in the calendar year
33 of contract expiration, either party may notify the other of a desire to
34 commence bargaining. Such notice shall be in writing and directed to
35 the Superintendent if from the Association and to the President of the
36 Association if from the District. Upon receipt of the written request for
37 a meeting, the other party will have five (5) days to reply to such
38 request. A meeting date will be agreed to within fifteen (15) days of such
39 request.

- 1 2. All issues for negotiations shall be submitted in writing by both parties
2 at the initial bargaining session. No additional issues shall be submitted
3 by either party following the designated meeting unless agreed to by
4 both parties.
- 5 3. Original proposals of both parties shall be in writing in language suitable
6 for inclusion in the agreement.
- 7 4. Either party may require, at each meeting, a decision as to the time, date,
8 length and place of the subsequent meeting(s). No reprisals shall be
9 taken by or against any participants in the negotiation procedures by
10 reason of such participation.
- 11 D. Caucus
- 12 Upon request of either party, the negotiations meetings shall be
13 recessed to permit the requesting party a reasonable period of time
14 (e.g., 30 minutes) within which to caucus in privacy.
- 15 E. Time Limits
- 16 Time limits established under this Article may be altered by mutual
17 agreement of the parties.
- 18 F. Progress Reports
- 19 During negotiations, interim reports will be made to the Association by
20 its representatives and to the Board by its representatives.
- 21 Each party will be responsible for requesting that the information from
22 such reports be regarded as only proposals and shall be confidential
23 information within the organization concerned.
24 News releases during negotiations shall be issued during negotiations
25 only upon the mutual agreement of the parties, with such mutual
26 agreement including the timing of the release and the content of the
27 release.
28
- 29 G. Information
- 30 The parties agree to furnish each other upon written request, such
31 regularly and routinely prepared information as will assist the parties
32 in the development and evaluation of proposals. This obligation shall
33 exist both prior to and during the period of negotiations. The parties
34 further agree that such information shall be furnished within a
35 reasonable period of time, and that neither party is obligated to develop
36 data or information not in existence or to rework, redraft, summarize,

1 compute or otherwise develop data or information in anything other
2 than its existing form.

3 II. Agreement

4 A. Item Agreement

5 As negotiated items are agreed upon, they shall be reduced to writing
6 and initialed by the chief negotiator of each party. Such initialing shall
7 be construed as tentative agreement by both parties on that item, or
8 issue, subject to finalization by ratification by the membership of the
9 Association and adoption by the Board.

10 B. Agreement

11 When a total agreement is reached through negotiations, the total
12 outcome shall be reduced to writing. Both parties shall review the
13 agreement together to determine the accuracy of the transcript. If the
14 Agreement is then in proper form, it shall be submitted to the
15 Association and the Board for ratification and adoption. When adopted
16 by the Board, the Agreement shall become part of the official minutes
17 of the Board and binding upon both parties. Said Agreement shall be
18 signed by the Board's representative and by the Association's
19 representative.

20 C. Intent to Recommend

21 Where all items have been discussed to their fullest extent and the
22 parties have reached tentative agreement, both negotiating teams shall
23 pledge to recommend adoption of the tentative agreement.

24 III. Aids to Negotiations

25 A. In the event an agreement is not reached after consideration and
26 discussion of all proposals and counter proposals, either of the parties
27 shall have the option of declaring impasse.

28
29 B. Impasse occurs when the parties have stopped talking to each other at
30 the negotiating table or after many bargaining sessions have been held
31 and the position of the parties has solidified and the parties have
32 become intransigent pertaining to unresolved negotiation issues.

33
34 C. If impasse is declared by either party, it is with the understanding that
35 impasse proceedings are declared on all the issues where agreement
36 has not been reached by either party.

- 1 D. The parties shall jointly prepare a request for a mediator and direct
- 2 such request to the Federal Mediation and Conciliation Service. The
- 3 assigned mediator shall have the authority to call meetings for the
- 4 purpose of promoting agreement between the parties.

- 5 E. Should the impasse procedure not result in agreement, the parties shall
- 6 be free to exercise their rights under O.R.C. 4117.
- 7

1 **ARTICLE 5 - PAYROLL DEDUCTIONS**

2 Association Dues/Service Fee

3 As long as permitted by law and subject to the additional terms below in Section A.
and B., the Board agrees to deduct OAPSE State dues and Local dues set forth herein
**(current or as increased from employee's salary or wages and remit the same to the
OAPSE State Treasurer upon receipt of the employee's voluntary authorization.**
Such voluntary authorization of dues deduction shall be revocable regardless of
whether the employee remains a member of the Union, for a period of one year from
the date of execution and shall automatically renew from year to year thereafter
unless the employee serves, an executed, written revocation to the Union during the
ten-day period before the end of the initial one-year term or any renewal year
thereafter. Revocations of dues deduction authorized shall be delivered to the
OAPSE State Treasurer. Within ten (10) days of a request from the Board, the
Association (via OAPSE Local or State Treasurer) agrees to provide documentation
that confirms and employee is an active member of OAPSE. Unless and until such
documentation is provided, the Board is under no obligation to withhold dues from
any affected employee.

4 A. The Board shall submit to the OAPSE local treasurer annually, by
5 May 1, a list of names of prior calendar year bargaining unit members
and the annual earnings of each multiplied by .02 and divided by 24.
6 Unless the OAPSE local treasurer notifies the Board to the contrary by
August 1 of each year, the amount resulting from the calculation
on the employee listing shall be the amount deducted for dues or fees.
There shall be twenty-four (24) biweekly deductions, commencing the
first pay in September and continuing through the following August.

7 Any notifications from the OAPSE treasurer to make modifications
8 whether additions, deletions or corrections in amounts - shall be in
9 writing and must state a specific dollar amount for each employee
10 added or corrected. It shall be the responsibility of the OAPSE local
11 treasurer to notify the Board in writing of any Local members added.
12 If a bargaining unit member terminates employment or moves to a
13 non-bargaining unit position prior to deduction in full of dues, it shall
14 be the responsibility of the OAPSE treasurer to collect any dues owed
15 but not yet deducted.

16 The Board will provide a listing of employee deductions for each pay
17 and a check will be issued to the OAPSE treasurer for the deductions.
18 The Board will not be responsible for providing any employee wage or
19 dues information to the OAPSE headquarters.

1 B. It is specifically understood that the Union agrees to indemnify and
2 save the Employer harmless against any judgments, costs expenses or
3 other liability the Employer might incur as a result of the
implementation and enforcement of this article, provided that

- 4 1. The action brought against the Employer must be a direct
5 consequence of the Employer's good faith compliance with this
6 fair share provision.
- 7 2. The Employer notifies the Union in writing and within fifteen (15)
8 days of any claim made or action filed against the Employer.
- 9 3. The Board agrees to permit the Union or its affiliated
10 organization to intervene as a party if it so desires and/or not to
11 oppose the OAPSE or organizations with which it is affiliated;
12 application to file briefs amicus curiae in the action.

13 With proper written authorization, the Employer agrees to
14 deduct for:

- 15 1. WES Credit Union
16 2. Premium for approved sheltered annuities
17 3. United Appeal - \$10.00 minimum
18 4. PEOPLE (Public Employees Organized to Promote
19 Legislative Equality)
20 5. Direct deposit to employee approved financial institution

21 C. Payment Installments

22 1. Pay days will be on the 6th and 21st of each month, for a total of twenty-
23 four (24) pays in each contract year. If the 6th or 21st falls on a weekend or holiday,
24 pay will be issued on the previous working day. If the 6th or the 21st falls on a
25 Monday holiday, pay will be issued on the next day.

1 ARTICLE 6 - GRIEVANCE PROCEDURE

2 Section 1 A grievance is defined as an alleged violation of a specific written
3 provision of this Agreement. If any such grievance arises, there shall be no
4 stoppage or suspension of work, or concerted activity because of such grievance,
5 but such grievance shall be submitted to the following grievance procedure.
6 Beginning with Step 1, the grievant may be accompanied by an Association
7 representative. No reprisal of any kind shall be taken by or against any participant
8 in the grievance procedure by reason of such participation.

9 Step 1 - Within fifteen (15) working days of the time an employee knew
10 or should have known of the occurrence of the act or condition on which the
11 grievance is based, the employee will communicate with the person(s) who can
12 resolve the grievance. Within fifteen (15) working days after the discussion of the
13 grievance, that person(s) shall give his answer in writing to the employee. All
14 suspensions and terminations may be appealed directly to Step 3.

15 Step 2 - If the grievance is not resolved at Step 1, the employee may
16 within ten (10) working days of the supervisor's answer, submit to the Business
17 Manager or his designated representative the completed authorized grievance
18 form in accordance with Section 2a. The Business Manager shall respond in
19 writing no later than ten (10) working days after receipt of the written grievance.

20 Step 3 - If a satisfactory disposition of the grievance is not made as a
21 result of the procedure provided for in Step 2, the employee shall have the right to
22 appeal the decision to the Superintendent or his designated representative within
23 ten (10) working days of receipt of the Business Manager's reply. The
24 Superintendent or his designated representative shall give the employee an answer
25 in writing not later than ten (10) working days after receipt of written grievance.

26 Step 4 - If the grievance is not resolved at Step 3, the grievant shall have
27 the right to appeal to an impartial Arbitrator. The grievant may within fifteen (15)
28 days following the conclusion of the previous step submit the grievance to an
29 impartial arbitrator by filing a notice with the statement of the grievance attached
30 thereto with the American Arbitration Association (AAA) and simultaneously a
31 copy submitted to the Treasurer of Board. The rules of the AAA shall govern the
32 proceedings. The arbitrator shall be selected by the meet and strike method within
33 ten (10) days of receipt of the list from the AAA. Either party may reject the first
34 and request a second list from the AAA from which an arbitrator will be selected
35 by the meet and strike method within ten (10) days of receipt by the parties of the
36 list.

37 Section 2

38 a. Any grievance must be filed on the authorized form (see appendix
39 to this Agreement).

40

1 Such grievance must provide for naming of the alleged violation
2 and shall state the contention of the employee or the Association,
3 and shall indicate the relief requested.

4 b. Any grievance not advanced to the next step by the grievant
5 within the time limit in that step, shall be deemed resolved by the
6 Administration's last answer.

7 c. Any grievance not answered by the Administration within the
8 time limits in that step, shall advance to the next step in the
9 process.

10 d. Time limits may be extended by the Administration and the
11 Association in writing; then the new date shall prevail.

12 e. The agreed-to grievance form shall be made available to any
13 employee requesting such, either through his supervisor or
14 Association representative.

15 f. All days referred to herein shall be considered normal work days
16 (i.e., Monday through Friday), weekends and holidays shall not
17 be counted.

18 g. Grievant shall be defined as an employee(s) or the Union, provided
19 that at least one employee shall be identified as aggrieved party.

20 Section 3

21 a. It shall be the function of the arbitrator, and he shall be
22 empowered except as his powers are limited below, after due
23 investigation, to make a decision in case of alleged violations
24 outlined in Article 7.

25 b. He shall have no power to add to, subtract from, disregard, alter,
26 or modify any of the terms of this Agreement.

27 c. He shall have no power to establish salary schedules or change
28 salary schedules.

29 d. He shall have no power to decide any question which, under this
30 Agreement, is solely within the responsibility of management to
31 decide. In rendering decisions, an arbitrator shall give due regard
32 to the responsibility of management except as they may be
33 conditioned by this Agreement.

34 e. In the event that a case is appealed to an arbitrator on which he
35 determines he has no power to rule, it shall be referred back to

1 the Association, with a notification to the Administration without
2 decision or recommendation on its merits.

3 f. There shall be no appeal from an arbitrator's decision if within
4 the scope of his authority as set forth above. It shall be final and
5 binding on the employee or employees involved in the grievance,
6 and the Administration and the Board.

7 g. The fees and expenses of the arbitrator shall be shared equally by
8 the Board and the Union. Any other expenses resulting from the
9 grievance arbitration shall be borne by the party incurring them
10 and neither party shall be responsible for the expense of
11 witnesses, except where it is agreed to that such hearing is during
12 a witness' regular hours of employment.
13

1 ARTICLE 7 - RIGHTS OF THE LOCAL

2 A. The Association (or any committee thereof), may be authorized to use
3 school courier service.

4 B. The Association or any committee thereof, may use school facilities and
5 equipment, with the written permission of the Business Manager or
6 Superintendent, when such facilities and/or equipment shall be used
7 for the Association business only. Supplies necessary for the use of the
8 equipment shall be furnished and paid for by the Association. When
9 the custodian is on duty, the building may be utilized without cost to
10 the Association. At all other times, the Association may use the
11 building according to the regulations established by the Board of
12 Education.

13 C. A bulletin board shall be designated for the general use of the
14 Association. The bulletin board shall be located in an area readily
15 accessible to and normally frequented by employees.

16 D. The Board agrees to furnish available information to the Association
17 and within a reasonable time subsequent to the receipt of and in
18 response to a reasonable written request. The Associations request
19 shall indicate the need for the information, with such need having to
20 relate to the development of intelligent, accurate, informed and
21 constructive programs on the part of the Association with benefit to the
22 district. Such information includes that concerning the financial
23 resources of the district, agendas, and minutes of Board meetings,
24 census and membership data, etc. The Board shall not be required to
25 develop data or information not in existence or to rework, redraft,
26 summarize, compute, or otherwise develop data or information in
27 other than its existing form. Access to available information in such
28 form as it may exist constitutes compliance with this provision.

 E. The Board agrees to provide the Union Field Representative an updated
 copy of the bargaining unit seniority list semi-annually in July and
 January.

29 F. The Board shall make available to the Association a complete copy and
30 timely revisions of all policies as adopted by the Board.

31 G. After the Agreement is approved by the Employer and the Union, the
32 Employer shall reproduce the Agreement for all members of the
33 bargaining unit and provide 50 additional copies to the Union at no
34 cost to the Union.

35 H. The Local shall have one representative on the district calendar
36 committee.

37

1 ARTICLE 8 – WORKERS’ COMPENSATION

2 A. All employees covered under this Agreement are protected under the
3 Ohio **Workers’** Compensation Act in cases of injury or death incurred
4 in the course of or arising out of their employment.

5 B. An injury incurred while performing assigned responsibilities shall be
6 reported to the injured employee's supervisor or other designated
7 representative and an application shall be filed with the Bureau of
8 **Workers’** Compensation. The Administration shall assist any employee
9 in filing a worker's compensation claim. An injured employee shall
10 have the option of applying for **workers’** compensation or using accrued
11 sick leave. The injured employee shall indicate to the Business
12 Manager prior to the end of the pay period immediately subsequent to
13 the injury, in writing, which option the employee has chosen, except
14 where extenuating circumstances make this impossible. Once the
15 employee has indicated which option he/she intends to select, the
16 employee may not alter that decision.

17 C. **An employee electing to use Workers’ Compensation benefits in lieu** of
18 accumulated sick leave shall have hospitalization/Major Medical
19 Insurance provided by the Employer, at no cost to the employee, for a
20 period not to exceed one (1) calendar year. Hospitalization beyond one
21 year may be continued if the employee pays the fully insured
22 equivalent amount (F.I.E.) directly to the Treasurer. These
23 arrangements are the responsibility of the employee and shall be paid
24 on the date given by the Treasurer.

25 D. In the event that an employee chooses to apply for Workers'
26 Compensation wage benefits in lieu of using accumulated sick leave
27 days on a fully certified work related injury or illness, the employee is
28 entitled to apply for and receive a bi-weekly advance from the Board to
29 compensate for loss of income due to the time lag of issuance of
30 Workers' Compensation wage benefits. Each bi-weekly advance shall
31 be requested in writing on a form specified by the Board until such time
32 as the employee begins receiving Workers' Compensation wage
33 benefits.

34 The advance will be issued on the same day as payroll checks in an
35 amount specified by the employee, but no more than 65 per cent of ten
36 (10) days' pay, or the maximum allowed by Workers' Compensation,
37 whichever is less. The advance will be a no-interest loan to which the
38 employee will agree in writing to repay in full. The advance shall be
39 fully repaid within one month after all wage benefits owed by the
40 Bureau of Workers' Compensation have been paid. If an employee
41 terminates employment or receives disability retirement through
42 School Employees Retirement System, repayment must be made by the

1 effective date of termination or retirement. If the employee defaults on
2 repayment, the amount owed will be deducted from current earnings if
3 on active pay status with the Board, or, if no longer employed by the
4 Board, legal action will be taken. If the Bureau of Workers'
5 Compensation denies wage benefits to the employee, the same
6 repayment or default conditions would apply.

7 E. If the employee chooses to apply for Workers' Compensation, there
8 shall be no loss or interruption of sick leave and seniority. For
9 purposes of vacation accumulation, a person who has completed the
10 minimum number of days to qualify for an additional step on the
11 salary schedule shall also be considered to qualify for appropriate
12 accrued vacation for that year; a person who has not met this
13 minimum number of days shall have vacation prorated according to the
14 number of days worked.

15 F. Any employee summoned by the **Workers'** Compensation Board to
attend a **workers'** compensation hearing for a claim uncontested by the
district shall do so without loss of pay or benefits.

16 If a claim contested by the district is found at a later date to be in favor
17 of the employee, the district will reimburse the employee any time lost
18 **for attending the Workers' Compensation Board hearing. In any** event,
19 compensation will occur only when the employee has been summoned
20 by the **Workers'** Compensation Board to attend the hearing, rather than
21 attendance at the hearing by his/her own volition.

22 G. The Association and Board oppose the illegal use of drugs by any
23 employee and oppose the use of illegal drugs or alcohol which presents
24 a significant risk to safe and effective performance of job
25 responsibilities. The parties agree that it is in the best interest of the
26 Board, Association, and all students that the District be a drug and
27 alcohol-free work place. The Association and Board wholeheartedly
28 support reasonable efforts by the other to obtain and maintain this
29 result.

30 1. The Association further recognizes the right and duty of the Board to
31 make, publish, and enforce rules and policies to assure this result.

32 2. The term "**drug**" includes cannabis, as well as other controlled
33 substances including alcohol as defined in the Ohio Revised Code.
34 The term "**illegal drug usage**" or "**illegal drug abuse**" includes the use
35 of cannabis or any controlled substance which has not been legally
36 prescribed and/or dispensed, or the abusive use of alcohol or a
37 legally prescribed drug.

- 1 3. Before any reasonable suspicion testing program commences, at
2 least four administrators appointed by the Superintendent and eight
3 members appointed by the OAPSE President shall attend training
4 offered by the Ohio Bureau of **Workers'** Compensation in the
5 detection and prevention of abuse of drugs or alcohol paid by the
6 Board.
- 7 4. Employees may be tested for abusive illegal drug usage of drugs or
8 alcohol where there are reasonable grounds to believe that the
9 employee to be tested is abusing illegal drugs. Before an employee
10 may be directed to reasonable grounds testing, a committee
11 composed of at least two appropriately trained administrative
12 personnel will consider the specific, objective facts which raise
13 reasonable concerns regarding illegal drug abuse and will meet with
14 three appropriately trained OAPSE members appointed by the
15 OAPSE President to review and discuss those facts and inferences.
16 Such facts and inferences may be based upon, but are not limited to,
17 any of the following:
- 18 (A) Observable phenomena, such as direct observation of drug or
19 alcohol use, possession or distribution, or the physical
20 symptoms of being under the influence of drugs or alcohol, such
21 as but not limited to slurred speech, dilated pupils, odor of
22 alcohol or marijuana, changes in affect, dynamic mood swings,
23 etc.
- 24 (B) A pattern of abnormal conduct, erratic or aberrant behavior, or
25 deteriorating work performance (e.g. frequent absenteeism,
26 excessive tardiness, recurrent accidents) which appears to be
27 related to substance or alcohol abuse and does not appear to be
28 attributable to other factors.
- 29 (C) The identification of an employee as a focus of a criminal
30 investigation into unauthorized drug possession, use or
31 trafficking.
- 32 (D) **Repeated or flagrant violations of the Board's safety** or work
33 rules, which are determined by a supervisor to pose a substantial
34 risk of physical injury or property damage and which appear to
35 be related to substance use or substance use that may violate the
36 **Board's** drug free workplace policy and do not appear
37 attributable to other factors.
- 38 5. Any member who may have caused or contributed to an on-the-job
39 accident, as defined below, shall submit to a drug and/or alcohol test.
40 **"Accident" means an unplanned, unexpected or** unintended event
41 which occurs on Board property, during the conduct of the **board's**

1 business, or during working hours, or which involves Board-supplied
2 motor vehicles or motor vehicles used in conducting the **Board's**
3 business, or within the scope of employment, and which results in
4 any of the following:

5 (A) A fatality of anyone involved in the accident.

6 (B) Bodily injury requiring off-site medical attention away from the
7 **employer's place of** employment.

8 (C) Vehicular damage in apparent excess of \$2500, or

9 (D) Non-vehicular damage in apparent excess of \$2500.

10 6. Provided the Board had reasonable cause to believe that the
11 employee to be tested is abusing illegal drugs or alcohol, an employee
12 refusing to submit to testing shall be disciplined up to and including
13 discharge.

14 7. Testing shall be conducted at a laboratory that meets "**Mandatory**
15 **Guidelines for Federal Workplace Drug Testing Programs**", and is
16 listed on the Federal Register.

17 (A) Guidelines and Additional Requirements – Except as otherwise
18 provided, all drug testing will, as a minimum, be conducted in
19 accordance with the U.S. Department of Health and Human **Services'**
20 "**Mandatory** Guidelines for Federal Workplace Drug Testing
21 **Programs**," as set forth in the Federal Register and at Board expense.
22 **In addition to the "Guidelines", urine samples will be separated** into
23 two containers at the time of sample donation. One portion of the
24 original urine sample will be kept secure and chemically stable and
25 made available for verification of laboratory testing results. All
26 alcohol testing will, as a minimum, include the use of evidential-
27 grade breath alcohol analysis devices. Moreover, where a
28 confirmatory test is performed directly on blood, one portion of the
29 sample will be kept secure and chemically stable and made available
30 for verification of laboratory testing results.

31 (B) Testing Positive

32 1. In the case of a "**positive**" test result, the employee will be
33 so advised by the appropriate representatives of the laboratory
34 conducting the test, on a confidential basis, prior to the reporting of
35 the results to the Employer, and the employee will have the right to
36 discuss and explain the results, including the right to advise the
37 laboratory representative of any medication prescribed by his/her
38 own physician, which may have affected the results of the test.

- 1 **2. An employee testing “positive” will have the right to** have
2 the secured portion of his/her urine or blood sample independently
3 retested by a HHS-certified laboratory of his/her choice and at
4 his/her expense. If the independent retest is **“negative”** the employee
5 will be permitted to resume work immediately and be reimbursed for
6 the cost of such independent test.
- 7 8. The Board shall encourage and refer the employee to participate in
8 drug and/or alcohol counseling, employee assistance, rehabilitation,
9 and other drug and alcohol abuse treatment programs. Employees
10 who have tested **“positive”** under these procedures will be
11 encouraged to accept a referral to such a Program.
- 12 9. Discipline
- 13 A. Confirmation – No adverse action or discipline will be taken
14 against an employee on the basis an unconfirmed **“positive”** result of
15 a drug or alcohol test. Confirmation of positive drug test results will
16 be conducted using the GCMS method or other method which may
17 subsequently be recognized by the U.S. Department of Health and
18 Human Services as the state-of-the-art for validity and accuracy of
19 drug testing results. Confirmation of positive alcohol test results will
20 be conducted using a second breath sample and a second analytic
21 device. In addition, at the option of the employee, a further
22 confirmatory test will be performed on a blood specimen using the
23 Gas Chromatography method or other method which may
24 subsequently be recognized by the U.S. Government as the state-of-
25 the-art for validity and accuracy of alcohol testing results.
- 26 B. Grievance Procedure – Any discipline or adverse action imposed
27 by the Employer as a result of this drug and alcohol program,
28 including the results of chemical testing, will be subject to the
29 grievance and arbitration procedures as provided in the collective
30 bargaining agreement.
- 31 10. The Board shall pay for the first two (2) tests. Additional tests of
32 the origin specimen desired by the employee shall be at his or her
33 own expense, and done at the lab of his/her choice other than the
34 one used by the Board.
- 35 11. Subject to the provisions of this policy, employee confidentiality
36 shall be maintained.
- 37 12. This Section shall be construed and applied so as to be consistent
38 with the Americans with Disabilities Act.
39

1 ARTICLE 9 - JOB DESCRIPTION

2 A. The Administration and the Union will periodically review the job
3 description of each classification covered in this Agreement. Sixty (60)
4 days after completion of negotiations, a combined committee
5 consisting of Board and Union representatives shall meet to evaluate
6 and revise, as needed, the current job descriptions. Failure of the
7 committee to agree on a description does not negate the right of Board
8 to draft and promulgate any job description.

9 B. The Association shall be notified not less than thirty (30) days in
10 advance of any changes in the job descriptions and the effective date of
11 such changes. Job descriptions existing as of the date of this Agreement
12 shall be considered as the original descriptions. This section shall
13 become effective sixty (60) days after this agreement is ratified.

14 C. Local 163 bargaining unit members will not be required to maintain
15 the personal property of any other district employee or community
16 member.

17

1 ARTICLE 10 - PERSONAL LEAVE

2 A. All employees shall be granted up to three (3) days of paid personal
3 leave each contract year. Each unused personal leave day shall be
4 converted to one day of accumulated sick leave, which may result in an
5 accumulated sick leave in excess of the maximum otherwise provided
6 in this contract. Unused personal leave itself is, however,
7 non-cumulative. Requests for personal leave must be filed with the
8 supervisor or Superintendent or designee no later than five (5) calendar
9 (5) days before intended use thereof.

10 B. Paid personal leave days are unrestricted. Such personal leave days
11 may not be used consecutively, i.e., only one day at a time. Personal
12 leave cannot be used on the day immediately following a school holiday
13 or break period.
14

15 C. Requests for two (2) or more consecutive days require specific advance
16 approval from the supervisor or Superintendent or designee.

17 D. A "day" shall equate to the number of hours normally worked by the
 employee, to determine the number of personal leave "days" used.
 Personal leave may be deducted in accordance with the following
 schedule:

18 Persons employed for 2 hours or less may take only 1/2 and full days;
19 persons employed for more than 2 hours but not more than 4 hours may
20 take 1/4, 1/2, and full days; persons employed for more than 4 hours
23 may take 1/4, 1/2, 3/4, and full days.

24 E. The Treasurer is specifically permitted to request such information on
25 the personal leave form as may be needed to calculate the amount of
26 leave being requested.

27 F. Personal leave may be preceded/succeeded by the use of sick leave as
28 necessary, as well as paid and unpaid vacation for those who are
29 entitled to it. Employees may combine sick, medical, and personal
30 leave when necessary for medical reasons only, and when such leave is
31 approved in advance of use; no other leave combinations are
32 acceptable. A true emergency, e.g., a failure of a common carrier to
33 maintain its schedule, negates the need for prior approval of personal
34 leave or docked time, and such occurrence shall not be penalized due to
35 lack of prior approval, unless the failure is shown to be the fault of the
36 employee.

1 ARTICLE 11 - OAPSE OR UNION LEAVE

2 A. The Board agrees to permit local elected delegates/union
3 representatives a total of thirteen (13) days per year for union activities
4 that cannot be accomplished outside the regular work day with
5 continued salary. Forty-eight hours advance notice shall be given prior
6 to attending the annual OAPSE conference and all other union leave
7 requests shall require one (1) days prior notice.

8 B. Any bargaining unit member who is elected as a State OAPSE officer
9 (President, Vice-President, Treasurer, Secretary) shall each be granted
10 two (2) days per year to attend duly called state meetings involving the
11 officer's duty, provided that a substitute is available (if such substitute
12 is needed); and provided that forty-eight hours' notice is provided the
13 administration.

14 C. OAPSE or union leave is not cumulative.

15 D. The Board agrees to permit the Local President or his/her designate a
16 total of four (4) days per year leave for union activities which cannot be
17 accomplished outside the regular work day. However, one day's prior
18 notice must be provided the supervisor for such leave to be taken; the
19 person to take the leave must make application on an appropriate form
20 to take the leave.

21 E. No more than three (3) members of the bargaining unit may be granted
22 OAPSE or union leave on the same day, except with permission from
23 his/her immediate supervisor.

24 F. Union leave may be deducted on the same basis as the rules for use of
25 personal leave

26 G. Union leave may not be used for strikes or strike-related activities.

1 H. The Union president or his/her designee will be compensated at his/her
regular hourly rate for up to 15 hours per year of meetings if such
meetings are requested by an administrator. The compensation will be
paid upon presentation of a time sheet at the end of a fiscal year, or
upon completion of the 15 hours. Eligible meetings are only those where
the union president is specifically requested to meet with an
administrator for the **purpose of clarifying the union's view on an issue.**
This does not apply to grievance hearings, nor to any other meetings at
which the union has requested to be present, e.g. labor-management
committee meetings, insurance and calendar committees.

2 ARTICLE 12 - EMPLOYEE EVALUATION

- 3 A. An annual written evaluation of employees may be made. The evaluator
4 shall provide advice and direction for improving areas rated negatively
5 or shown as needing improvement. The employee must sign the form
6 used, to indicate he/she has seen the evaluation. Negative evaluations
7 must be discussed in person with the evaluator. Signature of the form
8 does not connote agreement therewith, but does show knowledge of its
9 contents and the fact that it will become part of the **employee's** personnel
10 record. In the event of an employee's refusal to sign, a notation to this
11 effect shall be attached to the form. The person who will conduct
12 evaluations will be the employee's immediate supervisor or building
13 principal. The administration shall have the right to design the
14 evaluation form(s). Such forms shall be presented to the union for
15 review, comment, and suggestions.
- 16 B. The employee may make a timely reply (within three (3) working days)
17 in writing to the evaluation. The reply shall be annexed to the evaluation
18 and shall remain part of the evaluation record.
- 18

1 **ARTICLE 13 - PHYSICAL EXAMINATION**

2 A. 1. Physical and mental health is a condition of employment. An
3 employee may be required to submit annually a medical doctor's
4 statement as evidence of such. Examination for this purpose may
5 be had without cost to the employee from a physician appointed
6 by the Board. Alternatively, an employee may elect to have an
7 examination from his/her own physician, in which case the Board
8 will recompense the employee the usual, customary, and
9 reasonable charge for such examination.

10 2. For any health problem which has the potential of interfering
11 **with employee's exercise of his/her duties, or which causes** a
12 potential health or safety problem for other persons, (including
13 drug or alcohol dependency or addiction), an employee may be
14 required to undergo appropriate treatment.

15

ARTICLE 14 - FORCE REDUCTION AND RECALL

- 2 A. Bargaining unit positions shall be filled by employees of the Board.
- 3
- 4 B. When it becomes necessary due to lack of work, lack of funds, or job
- 5 abolishment to reduce the number of positions in a job classification
- 6 within the bargaining unit, the following procedure shall be used:
 - 7 1. The Superintendent shall meet with the Union to first discuss the
 - 8 potential reductions. The number of people affected by such
 - 9 reduction will be kept to a minimum by not employing
 - 10 replacements, insofar as practical, for those employees who
 - 11 resign, retire or otherwise leave the employ of the district and
 - 12 vacate a position.
 - 13 2. Employees within this bargaining unit will be reduced within a
 - 14 classification based on seniority. Seniority shall be defined as the
 - 15 employee's continuous length of service from the original date of
 - 16 hire by the Board. In the event an employee is laid off, said
 - 17 employee may displace the least senior employee within his/her
 - 18 classification. If there is no less senior employee within the
 - 19 displacing employee's classification, he/she may displace the
 - 20 least senior employee in the next lower classification. In either
 - 21 case, the employee must show to the satisfaction of the Associate
 - 22 Superintendent of Business that he/she has the necessary
 - 23 qualifications for such displacement. When a full-time employee
 - 24 (defined as a person working at least 40 hours per week) within a
 - 25 class is entitled to bump another employee in the same
 - 26 classification, he/she must first bump an employee employed
 - 27 within that classification full time, rather than an employee who
 - 28 is employed part time (less than 40 hours per week) in that
 - 29 classification and part time in a lower classification, subject to the
 - 30 qualification requirement set forth above. (For example, a
 - 31 full-time Class III has the right to bump another full-time Class
 - 32 III, rather than a split Class II/Class III employee.) The same is
 - 33 true for a person returning to the district from disability
 - 34 retirement or an authorized leave. If there is no other full-time
 - 35 employee in the class with less seniority than the bumping
 - 36 employee, the bumping employee may bump a split-class
 - 37 employee before bumping a full-time lower class employee,
 - 38 again, subject to the qualifications requirement set out above.
 - 39 The bumping employee is not entitled to choose which employee
 - 40 to bump, but must follow the prescribed order. Employees may
 - 41 not bump up in classifications. Part-time employees may never
 - 42 bump a full-time employee, but may only bump other part-time
 - 43 employees in the same or a lower class, subject to the
 - 44 qualifications requirement set out above. In the event it is

1 necessary, a full-time employee may bump a part-time employee,
2 even though the part-time employee may have more seniority.
3 Whenever a person bumps into another position with a different
4 occupational title, he shall be considered a probationary
5 employee in that position for a period of 30 days; if the worker is
6 unsatisfactory, he/she may bump the least senior employee in the
7 next lower classification, or he/she may take layoff. The
8 classifications are defined under Article 36 - Salaries. The salary
9 to displacing employee shall be on the same step on the schedule
10 of the lower classification. Notice of the intent of a laid-off
11 employee to exercise a displacement right shall be hand delivered
12 to the Associate Superintendent for Business Manager not later
13 than the fifth (5th) working day following receipt of the layoff
14 notice.

15 a. The employee accepting the lower classification shall be
16 reinstated to their prior classification immediately upon
17 reopening of previous position.

18 b. Any employee who is laid off shall have the option to refuse
19 a lower classification and remain on the recall list for three
20 (3) years.

21 c. Those employees laid off shall be recalled in reverse order
22 of seniority.

23 3. In cases of identical length of service, employees shall, in the
24 presence of Association President, the Superintendent or his
25 designee, flip a coin to establish final rank of seniority.

26 4. In the event that insufficient work exists to fill a full-time vacancy,
27 the Board may initiate the reduction-in-force rules and
28 procedures. In no case will the Board reduce any position in
29 hours solely to avoid the offering of benefits to an employee.

30 C. 1. At least thirty (30) days prior to the effective date of layoff, the unit
member shall receive notice of such layoff. Notice shall include the
effective date and the employee's seniority date(s) (classification and
department). The Association shall be provided with a copy of the RIF list
which was used by the Board in implementing layoffs under this Article.
The list will be provided at least thirty (30) days prior to the initial layoff.
Copies of such listing shall be posted in a prominent place.

31 2. Reinstatement lists shall be developed and maintained. Names of
32 laid-off employees shall remain on the list for a period of three (3) years
33 from the date of layoff. All recalls shall be made in inverse order, i.e., the
34 last employee laid off in a given classification shall be the first employee

1 recalled. Notification of recall shall be given by certified mail. Any
2 employee recalled within a three (3) year period shall retain all previously
3 accumulated seniority, but not accrue seniority during the time of layoff.

4 Failure of any employee to return to work within five (5) work days from
5 the date of notification of recall shall be construed as a decline of the
6 employment offered, the employee's name shall forthright be removed
7 from the reinstatement list.

8 It shall be the employee's responsibility to maintain a current address on
9 file with the appointing authority to insure that any notice of recall is
10 properly mailed and can be responded to within the contractually
11 specified five (5) work day period.

12 Employees on sick leave or other leave of absence may be laid off or
13 displaced and retain only those reinstatements and re-employment
14 rights as any other laid off or displaced employee, except that any
15 employee on sick leave at the time of notice of layoff shall continue on
16 sick leave until it is exhausted or such employee is able to return to work,
17 whichever occurs first.

18 3. Payment for accrued and unused vacation time, overtime, and
19 unused compensatory time shall be paid at the time of layoff or
20 within thirty (30) days thereafter, at the employee's option.

21 4. Employees on layoff status shall have the rights accorded them
22 under federal law (COBRA).

23 5. Days, for purposes of this Article, shall be defined to mean
24 calendar days.

25 6. For the purpose of defining seniority during the period of time
26 an employee is on a leave of absence, the following provisions
27 shall prevail:

28 Seniority shall not accumulate while the employee is on the
29 following leaves in excess of sixty (60) accumulative working
30 days:

- 31 Leave without Pay
- 32 Maternity and Paternity leave
- 33 Career & Job Related leave
- 34 Force Reduction & Recall

35 Seniority shall continue to accumulate during the following
36 leaves:

- 37 Vacation

- 1 **Workers' Compensation**
- 2 Personal leave
- 3 Sick leave
- 4 Assault leave
- 5 Military leave
- 6 Union leave
- 7 Jury duty
- 8 Medical leave

9 Seniority shall be defined as the original date of hire with the
10 Board of Education.

11 Any reference in this contract contradictory to this definition of
12 seniority as it may relate to the leaves of absence listed above is
13 null and void.

14

1 ARTICLE 15 - JOB BID PROCEDURE

2 A. When a vacancy occurs or a new job is created, the Employer shall post
3 notice of the opening in all buildings and the Transportation
4 Department and all postings shall be placed in the employee's
5 paycheck for five (5) working days, unless such placement would delay
6 the posting beyond two (2) days of when it would otherwise be posted.
7 The notice shall contain the job title, qualifications, rate of pay, hours
8 of work or shift, and area or location of the vacancy. Employees who
9 wish to be considered for the vacancy must make application for the
10 position in writing, on a form supplied by the Employer, through the
11 Personnel Department, by the end of the posting period. A copy of the
12 application form shall be retained by the employee. The Board shall
13 be the sole determiner of whether a vacancy exists, and of the need to
14 post and fill any vacancy. The Board may determine that a vacancy
15 exists where an employee resigns, is transferred or is terminated, or
16 upon the creation of a new position.

17 B. Qualifications and seniority shall be the determining factors in filling
18 an opening, with qualifications being given emphasis. It is understood
19 that an employee must meet the minimum qualifications as outlined in
20 the job descriptions. Qualifications shall be determined by the
21 Administration and shall be listed in the job posting. Applicants for
22 any Class VII position must present evidence of successful completion
23 of an apprenticeship program in the trade covered by the job title, or
24 holding a valid license, certificate/degree for the job title, along with
25 evidence of having participated in continuing education programs
26 **applicable to the trade. It is understood that the employee's** work
27 record/history may be considered as one of the qualifications when the
28 administration determines the **"qualifications"** in filling an opening.
29 The administration will use a point system to determine the most
30 qualified candidates for a position when two or more internal
31 candidates have applied for said position. This point system will
32 consist of multiple categories including seniority, evaluations, a
33 qualifications test, a screening instrument, attendance, job related
34 professional development and an interview. Each category will be
35 worth 10 points and the candidate with the highest score will be
36 awarded the position. In the case of a tie, the candidate with the most
37 seniority will be awarded the job. Where applicants are determined to
38 be equal in qualifications, seniority shall be the determining factor. All
39 applicants shall be notified as to whether or not they have been
40 awarded the position. All bargaining unit members will be granted an
41 interview, except when the job being posted is a lateral move and it has
42 been determined that the most senior person shall be granted the job.

43 Applicants within the classification of the posted position shall be given
44 priority in accord with this Article. Newly hired employees shall not be

1 eligible for transfers within their classification prior to the completion
2 of the probationary period, but shall be eligible for promotions to
3 higher classifications. Bargaining unit members who are awarded a
4 new position shall start in the new position at the wage rate of the wage
5 step which produces an increase from their old position. If the
6 bargaining unit member voluntarily moves to a lower rated position,
7 the employee shall start the new position at the same step on the salary
8 schedule of the lower classification.

9 C. In the event that a work shift must be altered, the new shift will first be
10 offered to volunteers currently working that shift and location. If there
11 are no volunteers, the least senior person in the classification in the
12 shift and location may be moved. If there is more than one volunteer
13 for the changed shift, the most senior volunteer will be appointed.

14 D. If the Board determines that a position within the bargaining unit is to
15 be filled on a temporary basis, it shall be posted as a temporary position
16 for no more than two (2) years, at which time they shall either post the
17 position and award it according to Article 15, Job Bid Procedure, or
18 reevaluate the needs of the district, whether or not to fill the position.
19 Before the determination is made, the union may request a meeting
20 with administration to discuss the issue and to offer their input.

E. When twelve (12) months of uninterrupted seniority have accumulated,
Class I Custodians shall be moved to Class II providing they have
exhibited satisfactory job performance with no written discipline(s) or
having been placed on an **“Improvement Plan” within the preceding**
twelve (12) month period as well as demonstrated proficiency with all
pertinent skills and operation of equipment on the checklist, which needs
signed off by the Coordinator of Operations and Security and/or
Facilities & Transportation Manager.

21

1 ARTICLE 16 - SICK LEAVE

2 A. All bargaining unit members will be granted one and one-fourth (1-1/4)
3 sick leave days per completed month (15 days total per year) in
4 accordance with O.R.C. 3319.141. Unused sick leave for purposes of
5 sick leave use only shall be unlimited in accumulation. Sick leave may
6 not be used when an employee is employed (including self-employed)
7 outside the district, and submission of a sick leave form for any day, or
8 part thereof, during which an employee engages in outside
9 employment constitutes falsification of sick leave, and makes the
10 employee subject to termination.

11 B. Any bargaining unit members may, upon written request, be granted
12 an advancement of up to fifteen (15) days or the balance due for the
13 current contract year, if needed.

14 C. Newly appointed bargaining unit members shall be advanced five (5)
15 sick leave days. This is not accumulated in addition, but is part of the
16 fifteen (15) days to be earned in the contract year.

17 D. Bargaining unit members shall qualify for sick leave with full pay and
18 benefits for:

- 19 1. Personal illness
- 20 2. Illness or disability due to pregnancy
- 21 3. Illness or disability due to childbirth
- 22 4. Injury
- 23 5. Exposure to contagious disease
- 24 6. Absence due to illness, injury or death in the immediate
25 family.
- 26 7. Adoption of child 2 years or less in age, not to exceed 6 weeks.
- 27 8. Pregnancy/childbirth sick leave is limited to 6 weeks, unless a
28 physician certifies the necessity for a longer period.

29 Sick leave may not be used to act as a substitute for another person,
30 regardless of relationship, so that the other person may carry out
31 his/her job, family, or other responsibilities, or to observe or witness
32 the birth of grandchildren. Personal leave may be used for this last
33 purpose as provided in Article X.

34 The employee's immediate family shall be defined as: father, mother,
35 sister, brother, spouse, children, father-in-law, mother-in-law,
36 grandparents, step-parents, stepchildren, or grandchildren, wherever
37 they may reside, or any relatives living in the same household or
38 persons for whom the employee has primary care responsibilities and
39 a “**durable power of attorney**” for health care. In the event of death, the

- 1 definition of immediate family shall also include the **employee's** aunt,
2 uncle, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.
- 3 E. Report forms are to be completed within 3 workdays of return to
4 duty.
- 5
6 F. OAPSE may establish a sick leave bank which may, after demonstration
7 and explanation, be honored by the Board.
- 8 G. The designated beneficiaries of bargaining unit members who pass
9 away and have completed at least 15 years of service will receive 15% of
10 the **member's** accumulated but unused sick leave earned to date of
11 death. Percentage will increase by 1% for each added year of service for
12 a maximum of 25% after 25 years.
- H. Any bargaining unit member who uses three (3) or more sick days in a
row must provide **a valid doctor's note to excuse said absences.**
Additionally, once a bargaining unit member uses nine (9) sick days in a
year (July 1 – **June 30**) **he/she must provide a valid doctor's note**
excusing each subsequent absence for the remainder of the year.
Doctor's notes for either scenario must be submitted to the bargaining
unit member's immediate supervisor.

1 ARTICLE 17 - SEVERANCE PAY

2 A. At the time of retirement from the Willoughby-Eastlake Public Schools,
3 the retiree will be eligible for severance pay for the number of days equal
4 to forty percent (40%) of the actual accumulated sick leave days. The
5 total number of days shall include carryover accumulated sick leave and
6 any unused portion of the fifteen days for the current year, and all unused
7 **personal leave that has been converted to sick leaves. “Carry over days”**
8 include carry-over of accumulated sick leave from previous years and any
9 unused portion of the fifteen days for the current year. They also include
10 all unused personal leave that has been converted to sick leave. Unused
11 sick days shall be cumulative up to two hundred sixty (260) days plus any
12 accumulated personal leave days converted to sick leave.

13 For example:

14 203 carry-over sick leave days
15 15 sick leave for current year
16 15 converted personal leave days
17 260 credited days x .40 = 104 days severance pay
18

19 B. 1. Payment will be made in one lump sum and the rate of pay will
20 be that of the final daily rate of the employee. Eligibility for a
21 valid claim is dependent upon written evidence from the State
22 Retirement System within one (1) calendar year of retirement
23 from the Willoughby-Eastlake City School District that the retiree
24 is receiving retirement checks from the specific State Retirement
25 System (SERS), or that the employee is eligible to retire and
26 meets the SERS requirements and chooses to withdraw his/her
27 retirement funds. The employee shall provide evidence that
28 withdrawal has occurred.

29 2 Payment will be made in the same calendar year as the date of
30 retirement when feasible; otherwise, no later than 90 days from
31 date of retirement, except as provided in the case of a retirement
32 incentive.

33 3. Severance pay shall be made only once to any bargaining unit
34 member.

35 4. If an employee dies after retiring in accordance with the above
36 items on severance pay, but prior to submission of eligibility
37 evidence, the severance pay shall be paid to the most recently
38 named beneficiary as submitted in writing to the Board Treasurer
39 prior to the employee's death.

40

5. Severance pay deferral plan

1

The Board and Association may enter into a severance pay deferral plan by a Memorandum of Agreement, at any time during this contract.

2

3

1 ARTICLE 18 - JURY DUTY

2 An employee who is called to serve on a jury shall file notice with the Assistant
3 Superintendent. The employee will remit to the Treasurer any compensation
4 received for jury duty within 10 days of receipt, except for any expenses such as
5 parking, food, and transportation/mileage. If the jury duty by the employee would
6 create a definite hazard or hardship in a given school, the Superintendent may
7 request the employee be released from jury duty.
8

1 ARTICLE 19 - PLACEMENT ON SALARY SCHEDULE

2 To be eligible for the experience credit or for the yearly increase, an employee must
3 have served the school district one (1) day more than half of the contract year.

4 To be eligible for yearly advancement on salary schedule, an employee must have
5 served the district for at least one (1) day more than half of his/her contracted year.

6 Employees who are in Classes VI and VII as defined in the article on compensation
7 may be granted up to three (3) years of experience credit on the appropriate wage
8 schedule at the time of employment, after providing proof of experience, and under
9 the following conditions:

- 10 1. Work experience for which credit is claimed must have occurred within 10
11 uninterrupted years prior to the district employment date;
- 12 2. Such experience must have been comprised of at least 30 hours per week
13 for no less than 48 weeks in 12 consecutive months;
- 14 3. Such experience prior to graduation from high school will not be counted;
15 nor will any work done to qualify for licensure/certification;
- 16 4. Such experience must be shown to have been appropriate to the
17 classification or position for which the person is to be employed in the
18 district.

19 Service credit for work in any w-e bargaining unit other than this chapter may not
20 be applied for any purpose whatsoever, including but not limited to salary schedule
21 placement or other benefits.

22 A job related physical injury for which an employee requests medical leave will be
23 counted as time serving the District for the yearly pay increment.

24 Longevity pay is granted according to the number of years an employee works for
25 the school district. If an employee is not eligible for an increase in salary under
26 this article, the employee is likewise ineligible for an increase in longevity pay.
27

1 ARTICLE 20 - CALAMITY DAYS

2 A. Within the limits established by law, employees shall be paid their
3 appropriate rate of pay for all days or part of a day when schools in which
4 they are employed are closed owing to an epidemic or other public
5 calamity.

6 B. Any employee required to work on a calamity day will be compensated at
7 the rate of time and one-half (1 1/2). Any employee who must report to
8 his assignment prior to the time of school being cancelled (radio, T.V.,
9 telephone) will be paid at the rate of time and one- half (1 1/2) for hours
10 worked. The Board may, however, elect to give compensatory time or pay
11 for the hours worked.

12 C. Calamity days shall be counted as days worked for the purpose of
13 determining the rate of overtime work payment.
14

1 ARTICLE 21 - LEAVE OF ABSENCE

2 A. Medical Leave - Upon written request (Form B) of a regular contract
3 employee, the Board of Education may grant unpaid medical leave for
4 a period of not more than two (2) years. Medical leave is available only
5 **for the employee, employee's spouse, employee's children or** foster
6 children, or an individual for whom the employee has a medical power
7 of attorney. An employee who fails to return to work at the conclusion
8 of his granted leave shall be terminated. When an employee is granted
9 a medical leave, he will be paid the balance of his earned wages with
10 appropriate deductions made for Federal, State and City tax;
11 retirement costs; balance of Association dues; and any other
12 deductions authorized by him/her.

13 The medical leave may be terminated by the employee by notifying the
14 Assistant Superintendent, in writing, fourteen (14) days prior to his
15 intent to return to work. This intent must be supported by a doctor's
16 signed certification permitting his return to his regular work
17 assignment. The Board shall notify, in accordance with O.R.C.
18 3319.081 and 3319.13, the replacement employee and place the regular
19 employee back on active payroll and reinstate fringe benefits.

20 While on medical leave of absence, the employee shall cease to
21 accumulate sick leave. The Board will pay its full share of all
22 hospitalization premiums for a period not to exceed one (1) year, unless
23 the employee is employed outside the district while on the leave an
24 employee may not receive board-paid insurance for a second medical
25 leave, unless the employee has returned to his/her regular job from the
26 previous medical leave for at least 9 months. Hospitalization beyond
27 one (1) year shall be handled in accordance with provisions of federal
28 law. These arrangements are the responsibility of the employee.

29 A person gainfully employed while on medical leave and who is
30 otherwise eligible for a health insurance plan, shall retain such
31 eligibility by paying the monthly fully insured equivalent charges for
32 the insurance plan, prorated to the number of days on leave. Upon
33 return to district work, the employee shall return to regular health
34 insurance benefit status. The term "**fully insured equivalent**" is defined
35 elsewhere in this contract.

36 B. Assault leave - "Assault" shall mean the causing of physical harm to an
37 employee by any person, when the employee charges such person with
38 an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised
39 Code. Members of the bargaining unit who are absent from work due
40 to a physical disability resulting from a physical assault on his/her
41 person, when such assault occurs on district premises and during the
42 course of the employee's performance of his/her duties as an employee

1 of the district, or during the employee's attendance at any school event
2 or activity at which such attendance by the employee is required or
3 ordered by the district administration, or in the course of transporting
4 students or material to or from said premises, shall be granted assault
5 leave according to the following rules:

- 6 1. No more than sixty (60) days per calendar year may be used for
7 assault leave.
- 8 2. To qualify for assault leave, the employee shall furnish to the
9 Board a certificate from a licensed physician, stating the nature
10 of the disability and its likely duration. The Superintendent may
11 require a licensed physician's statement justifying the
12 continuation of the leave at any time during the leave.
13
- 14 3. An assaulted employee, and any other employee who has
15 knowledge that such an assault upon an employee has occurred,
16 shall immediately report such assault to his/her immediate
17 supervisor. In the absence of such immediate supervisor, a report
18 shall be made to the building principal, to the Associate
19 Superintendent for Instruction, the Assistant Superintendent,
20 Associate Superintendent for Business, or the Superintendent.
21 Such a report shall include all facts within the employee's
22 knowledge regarding said assault.
- 23 4. An Assault Leave Form shall be completed by the employee
24 before any assault leave shall be granted.
- 25 5. Assault leave shall not be cumulative from year to year.
- 26 6. Payment for assault leave shall be at the assaulted employee's rate
27 of pay in effect at the time of the assault. Payment under this
28 provision shall constitute the employee's entire compensation
29 from the Board during the period of physical disability and shall
30 be in lieu of any payments under Chapter 4123 of the Ohio
31 Revised Code.
- 32 7. Falsification of a statement for assault leave is grounds for
33 suspension or termination of employment.
- 34 8. Assault leave shall not be charged against sick leave.

35 C. Leave without Pay

36 No employee is entitled to leave of absence except as provided in the
37 terms of this negotiated agreement, with the exception that, upon an
38 application by an employee and the recommendation of his/her

1 immediate supervisor, a leave without pay in any calendar year may be
2 granted, upon the approval of the Superintendent or his/her designee.
3 Each request shall be judged on its individual merit.

4 Such leave may be used under the following rules:

5 1. It may be used only in whole-day increments; a day shall be defined
6 as the employee's normal workday.

7 2. Such leave shall not be accumulative.

8
9 3. An employee does not have a vested right in leave without pay, i.e.,
10 no person is automatically entitled to such leave by virtue of his/her
11 employment in the district.

12 4. Leave without pay is to allow for extraordinary circumstances which
13 arise for any employee. It is not to be used simply for the employee's
14 convenience. Prohibitions against use of leave without pay shall
15 include, but not be limited to, real estate transactions or other
16 activities related to an employee's business ventures, for the simple
17 extension of a holiday or recess, for pursuit of sporting and
18 recreational interests or hobbies, for other gainful employment, for
19 shopping, or for legal actions in court unless summoned by a court
20 to appear.

21 5. Requests for such leave should be submitted at least one week in
22 advance of the effective day of the requested leave.

23 6. Leave without pay may not be used as a substitute for personal or
24 sick leave.

25 7. Leave without pay may be granted for the purpose of working at a
26 polling place during an election; personal leave may not.

27 8. Failure to obtain advance approval for a leave without pay shall be
28 cause for disciplinary action if the leave is taken.

29 9. Requests for leave without pay must be submitted and approved
30 in accordance with the district's Table of Organization. A request
31 may be denied at any point in that Table.

32 10. Leave taken immediately before or after a holiday, vacation, or
33 other break may cause additional deductions from pay, in
34 accordance with other provisions of this collective bargaining
35 agreement.

1 11. In the event leave without pay (“**docked time**”) is taken without prior
2 **approval, or taken when approval has been denied, the employee’s** pay
3 will be docked at the regular pay rate; a second such occurrence will be
4 charged at two times the normal pay rate; the third occurrence will
5 result in a suspension without pay for three days, in addition to the two
6 times normal rate deduction. If another incident occurs, the employee
7 will be terminated.

8 D. Maternity and Paternity Leave

9 1. Leave without pay for a period not to extend beyond two (2) years
10 shall be granted to bargaining unit members requesting
11 maternity or paternity leave (pregnancy or infant adoption
12 related). The date established for the beginning of such leave
13 shall be filed with the principal at least six (6) weeks prior to the
14 beginning of the requested leave except that this provision may
15 be waived by the Superintendent.

16 If a bargaining unit member commences maternity/paternity
17 leave during the contract year and has not completed one
18 hundred twenty days of service (including paid leave), that year
19 shall count as the first year of two (2) years of eligibility.

20 For clarification, pregnancy related maternity and paternity leave
21 applicants have three options:

- 22 a. Use sick leave as described under Sick Leave.
- 23 b. A combination--a bargaining unit member may use sick leave
24 and apply for maternity leave shortly after the baby is born
25 and be granted a leave of up to two (2) years.
- 26 c. A bargaining unit member may decide not to use sick leave
27 and apply for maternity leave prior to delivery and be granted
28 a leave for up to two years.
- 29 d. Take leave as provided under the terms of FMLA.

30 2. Reinstatement from such leave shall be at the beginning of the
31 contract year, except where the Superintendent and the
32 bargaining unit member agree to a different time. Requests for
33 reinstatement should be presented to the Superintendent at the
34 earliest possible date, and no later than three (3) months prior to
35 the desired date of return to work.

36 3. Bargaining unit members who commence a leave under this
37 provision and who have completed one hundred twenty (120)

1 days of service (including paid leave) shall have the Board portion
2 of their hospitalization premiums paid for a maximum of four (4)
3 months.

4 E. Military Leave

- 5 1. Military leave will be provided in accordance with O.R.C.
6 3319.085.
- 7 2. The Superintendent/designee shall review each application for
8 military leave.
- 9 3. Disposition of the application shall be made promptly and notice
10 thereof forwarded to the applicant, the appropriate
11 administrator, the Treasurer, and a record made for the
12 applicant's file.

F. Career and Job-Related

- 13 1. Upon written request, the Board of Education may grant a leave
14 of absence for a period of not more than two years for education
15 and training which is related to their job.
- 16 2. Upon written notice of return from leave of absence, the Board
18 may terminate the employment of the person hired for the
19 purpose of replacing the regular employee on leave.
- 20 3. The Board will not be obligated to allow the employee to return
21 from leave until the expiration of the leave requested.
- 22 4. An employee may present to the Associate Superintendent for
23 Business a proposal in writing to attend workshops, lectures,
24 training courses, community college courses, or other forms of
25 training, along with direct cost information (e.g., registration and
26 instructional fees, tuition, books and other materials) on such
27 courses or training. Such training must be related in some
28 reasonable way to the employee's current job assignment. No
29 union workshops may be included. Upon approval by the
30 Associate Superintendent for Business, and upon successful
31 completion of training, the direct cost of such training shall be
32 reimbursed by the district. In addition, a one-time stipend of
33 \$100 to \$300 shall be given to the employee, with the amount to
34 be determined by the Associate Superintendent based upon the
35 nature and length of the training received. The amount of the
36 stipend shall be decided at the time the approval is given to take
37 the training.

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39

- 1 5. Bargaining unit members who have a supplemental contract in
2 either athletics or academics shall be granted the same type of
3 leave as teachers who contracted for the same assignment.
- 3 G. Employees returning from an authorized unpaid leave of absence shall
 be returned to their previous position or a similar position, unless
 another personnel action is taken pursuant to this contract.
- H. Family Medical Leave Act
- 4 1. The district shall comply with all provisions of the family medical
5 leave act. A bargaining unit member is entitled to twelve (12) workweeks
6 of family leave during any twelve (12) month period for purposes described
7 in the "family and medical leave act of 1993" or subsequent amendments,
 i.e., such leave may be used for:
- 8 a. The birth of a son or daughter in order to care for the son or daughter;
9 b. The placement of a son or daughter with the employee for adoption
10 or foster care;
11 c. To care for the employee's spouse, son, daughter or parent who has a
12 serious health condition; or
13 d. To care for the employee's own serious health condition that renders
14 the employee unable to perform the functions of the job;
15 e. Such other purposes as federal law provides.
- 16 2. To be eligible for FMLA leave under this policy, the employee must meet
 the following conditions:
- 17 Must have worked for the district for 12 months. The 12 months
18 need not be consecutive, as long as any break in employment
19 (other than National Guard or reserve military service) does not
20 exceed seven (7) years.
- 21 Must have worked at least 1,250 hours during the 12-month
22 period immediately preceding the date the leave is to commence.
23 Time spent on paid or unpaid leave does not count towards the
24 1,250 hours requirement.
- 25 3. This leave shall be unpaid except to the extent that the employee has paid
26 sick leave, personal leave, or vacation available.
- 27 The twelve (12) workweeks include the time on sick leave as provided
28 above, unpaid "child rearing" leave, or unpaid medical leave.
- 29 4. Such leave may not be taken intermittently unless a serious health
30 condition is the reason for the leave.

- 1 5. All group health insurance benefits shall be maintained and paid for by the
2 board for up to twelve (12) workweeks during the family leave as if the
3 employee was not on leave. The employee remains responsible for their
4 contributions during this twelve workweek period.

- 5 6. On return from family leave, the employee is entitled to be restored to the
6 same position held when the leave began or to the most equivalent position
7 if the same position is filled by another bargaining unit member as the
8 result of a new hire or voluntary transfer.

- 9 7. This section is not intended to deprive an employee of any greater right
10 contained in any other section of the contract or of state and federal law.

- 11 8. An employee may not be gainfully employed with another employer nor
12 engage in self-employment while on FMLA or other sick or medical leave
13 from the Willoughby-Eastlake City school district, unless a **physician's**
14 certification is submitted confirming specifically that the employee is
15 capable of the specific non-district work, but not able to carry out the
16 functions of his/her district job; the employer also has the specific right to
17 demand a **physician's statement** at any time and to require the employee
18 to complete a medical examination by a physician appointed by the board.
19 Complete information regarding FMLA appears in the appendix to this
20 agreement.

- 21

ARTICLE 22 - CLOTHING ALLOWANCE REIMBURSEMENT

2 A. A committee shall be formed consisting of members from both the
3 union and administration to determine what uniforms will be
4 purchased by the Board. All employees except bus mechanics may be
5 given a uniform allowance of three hundred seventy-five dollars
(\$375.00) annually for the first year of employment and three hundred
twenty-five dollars (\$325.00) each year after that as long as the
employee supplies receipts (sales tax will not be reimbursed). The
window to turn in receipts is from August 1 to August 31 each year.
Uniforms purchased by the Board shall be worn daily. Payment shall
be made at the time of the second pay in September, upon providing
receipts.

9
10 This committee shall also create a dress code that members are to
11 adhere to daily.

12 Bus mechanics will not receive the clothing allowance, but the Board
13 will provide six (6) uniforms weekly.

14 The Board will provide rain gear for the grounds crew and Maintenance
15 department. The Board will provide rain gear and gloves for the
16 mechanics.

17 B. All bus mechanics shall be granted a tool allowance of \$240.00 for
2010-11. Payment shall be made at the time of the first pay in January.

18 Each bus mechanic newly-employed will be granted a one-time tool
19 allowance of \$850 for metric tools if the mechanic provides itemized
20 receipts dated after his/her date of hire to corroborate such purchase.
21 Tools so purchased shall be high quality, professional grade tools.
22 Upon severance from the district, the mechanic will reimburse the
23 district for one-third of the tool allowance, if severance occurs within
24 three years. Any purchases less than \$2,200 shall be prorated on a 36%
25 formula, but no more than \$850. The tool allowance shall be \$880 for
26 2010-11. Receipts shall be held until at least \$500 in tools have been
27 purchased. The same provisions apply regarding severance from the
28 district.

29 C. The Board will issue safety equipment as is determined necessary by
30 the supervisor, and/or is required by law. The Board shall provide
31 insurance coverage in an amount not to exceed \$50,000 for each
32 **mechanic's** personal tools in the transportation department. This
33 coverage will only be effective for tools that are physically located in the
34 depot, not tools carried on school trucks. The insurance will cover
35 losses caused by theft or by fires, acts of God, etc., that may occur after
36 hours, when the depot is closed. The insurance also will cover losses
37 caused by fires, acts of God, etc. that may occur when the depot is open.

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It shall be each **mechanic's** responsibility to maintain an accurate up-to-date list which describes his/her tools and to file that list with the

1 transportation manager. It is also each **mechanic's** responsibility to
2 produce any documentation required by the insurance company to
3 justify replacement costs.

4 D. Newly hired employees, laid-off, or employees on an approved leave of
5 absence who return to the employ of the district subsequent to payment
6 of the clothing allowance at the normal yearly time, shall have the
7 clothing allowance prorated on a per month basis. Such payments are
8 based upon the amount of time worked in the previous year. The term
9 "previous year" shall be the period of January 1 of the previous calendar
10 year to December 31 of the same year.
11

1 ARTICLE 23 - TRAVEL ALLOWANCE

2 When employees are required as part of their job, or where employees are assigned
3 to more than one building during the course of the work day, the employee shall
4 be paid mileage for travel in their personal vehicle at the IRS rate in existence at
5 the time of the expense; however, no retroactive mileage reimbursement shall be
6 granted.
7

1 ARTICLE 24 - HOLIDAYS

2 A. All employees shall be paid for legal and Board declared holidays which
3 occur during the employees assigned work year.

4 1. Employee will not qualify for a paid holiday if he/she has not
5 accrued earnings (if he has a docked day) on his next following
6 schedule work days before and after the seven legal and two
7 Board granted holidays.

8 B. The following fourteen (14) holidays will be granted:

- | | | |
|----|---------------------------------------|------------------------|
| 9 | Labor Day | Martin Luther King Day |
| 10 | OAPSE Day | Presidents' Day |
| 11 | Thanksgiving Day | Memorial Day |
| 12 | Friday after Thanksgiving | New Year's Day |
| 13 | Christmas Day | Good Friday |
| 14 | (plus 3 days during Christmas recess) | |
| 15 | Independence Day | |

16 C. Any employee required to perform work on a paid holiday, shall be paid
17 at the rate of time and one-half (1 1/2) in addition to his daily rate.

18

1 ARTICLE 25 - PERSONNEL RECORDS

2 Personnel files shall be maintained in accord with the following provisions:

3 A. Personnel records shall be kept up-to-date and on file for reference at
4 all times. Each employee shall have the right, by appointment, to
5 review the contents of his/her personnel file. A representative of the
6 **Association may at the employee's request accompany the employee** in
7 reviewing his/her personnel file.

8 B. Access to the personnel file shall be available during regular office hours
9 to the employee and/or his/her representative upon appointment.
10 Access shall be provided within a reasonable time (e.g., within 48 hours
11 unless not practical) after submission of the request. The review of the
12 file shall be in the presence of the Superintendent/designee. Neither
13 the file nor any part thereof shall be removed from the office by the
14 employee or superintendent/designee. Privileged information such as
15 confidential credentials and related personal references normally
16 sought at the time of employment are specifically exempted from such
17 review.

18 C. Any materials placed in an **employee's** file shall carry the date of
 enclosure and initials of the Superintendent or designee. It shall be
 signed and dated by the employee. This shall be witnessed by a Union
 official who shall also sign and date the material. If the employee refuses
 to sign the material, then the Union official shall sign and
 indicate that the employee refused to sign. Anonymous letters and
 materials shall not be placed in an **employee's** file nor shall they be
 made a matter of record.

19 D. The employee will be given a copy of any written records of reprimands
 or disciplinary action which is placed in his/her personnel file.

20 E. Any written record of reprimand or disciplinary action may be removed
21 from his/her file after two (2) years by specific written request from the
22 employee to the Assistant Superintendent, within five (5) working days
23 after the written request has been received. Failure to remove the
24 requested record may be appealed to the Board of Education, in an
25 executive session of the Board, after communicating a request to the
26 Superintendent. All such items removed from a bargaining unit
27 **member's** personnel file will be kept in a separate file in accordance
 with the Public Records law.

28 In the event that the board receives a request for access to a bargaining unit
29 **member's personnel file, the bargaining unit member will be notified.**

1 In the event that the Board receives a request for access to a bargaining
2 **unit member's personnel file, the bargaining unit member will** be
3 notified.

4 F. Nothing in this article shall preclude the right of seeking removal of
5 documents from the personnel file pursuant to ORC 1347.

6 G. Email which meets the definition of a public record will be treated as
7 such.
8

1 ARTICLE 26 - ASSOCIATION PARTICIPATION AT BOARD MEETINGS

2 1. The Board of Education recognizes the importance of the Association
3 at the Board of Education meetings and, therefore, extends to the
4 Union the courtesy to address any issue of concern during the public
5 participation portion of the agenda. It is expected that when an
6 Association position is stated by the President of the Association or his
7 designee, it will be publicly identified as such.

8 2. Further, it is agreed that to service full understanding of the proposed
9 Board discussion at meetings, agendas will be forwarded to the
10 designate of the Association in the Board determined pattern for the
11 distribution of agendas in advance of meetings.
12

1 **ARTICLE 27 - INSURANCES**

2 Health insurance plans are described in an appendix to this agreement. Dependent
3 coverage ceases for medical and prescriptions and hearing at ages as prescribed in
4 state and federal law. Dental and Vision coverage applies to full-time student status
5 between ages of 19-24. Ex-dependent coverage shall be provided in accordance
6 with COBRA rules and applicable law. The Board reserves the right to
7 select/change carriers for any insurance plan.

8 Definition: in all cases in this contract, the **term “fully insured equivalent”** shall refer
9 to the charges for each item of coverage, i.e., medical, prescription drug, dental,
10 vision, and hearing, as shown in Table 1, below. (Amounts are adjusted annually.)

11 **TABLE 1**
12 **DEFINITION OF FULLY INSURED EQUIVALENT**

PLAN: SINGLE COVERAGE		
1	Medical	\$ xxx.xx
2	Prescription Drug	\$ xxx.xx
3	Dental	\$ xxx.xx
4	Vision	\$ xxx.xx
5	Hearing	\$ xxx.xx
Single Coverage Total FIE:		\$XXX.XX

PLAN: SINGLE PLUS ONE COVERAGE		
1	Medical	\$ xxx.xx
2	Prescription Drug	\$ xxx.xx
3	Dental	\$ xxx.xx
4	Vision	\$ xxx.xx
5	Hearing	\$ xxx.xx
Single Plus One Total FIE:		\$XXXX.XX

PLAN: FAMILY COVERAGE		
1	Medical	\$ xxx.xx
2	Prescription Drug	\$ xxx.xx
3	Dental	\$ xxx.xx
4	Vision	\$ xxx.xx
5	Hearing	\$ xxx.xx
Family Total FIE:		\$XXXX.XX

13 (For those persons entitled to coverage under cobra law, the amount may also
14 include a 2% administrative fee, calculated on the basis of the total fie shown in
15 table 1, above.)

1 DEDUCTIBLES, CO-PAYS, MAXIMUMS, ETC., AS SET FORTH IN PLAN DESCRIBED IN
2 APPENDIXES IN THIS DOCUMENT.

3 In all cases, FIE refers to fully insured equivalent, as defined elsewhere in this
4 contract.

5 Deductibles, co-pays, maximums are set forth in insurance plan as displayed in the
6 appendix to this contract.

7 The monthly charges for dependents ages 26 and 27 are determined annually by
8 the carrier, and are in addition to charges determined by size of family shown in
9 Tables 2 and 3. Dental and vision coverage is not provided to dependents over age
10 24.

11 1. Regular employees working less than 20 hours per week shall be limited
12 to the benefit described for such employees in "F. Term Life
13 Insurance".

14 2. The administration shall provide all new employees with insurance
15 enrollment applications along with their contracts to be filled out
16 immediately. It is expected that this procedure will guarantee automatic
17 coverage without a medical examination. After 31 days of employment,
18 evidence of insurability is required. Such medical examination shall be
19 at the employee's expense.

20 3. In the event an employee loses insurance because the employee's spouse
21 loses his/her insurance coverage due to a layoff, death, etc., the
22 employee may enroll in the district's insurance program, as provided by
23 law. If the employee has received the insurance "waiver" provided
24 elsewhere in this article, such waiver shall be reimbursed to the district.

25 A. Coverage

26 1. The preferred provider plan (PPO) as described in the appendix to this
27 agreement shall be considered the "**base plan**", with any other medical
28 plan(s) as the "**optional plan**". The district agrees to continue the
29 coverage set forth in either plan, and is not obligated to commit to
30 provide that coverage through a plan bearing that name or the same
31 carrier. Should an optional plan be made available, and such plan costs
32 more than the base plan, employees electing to participate in the
33 optional plan shall pay, in addition to the contributions set forth in the
34 tables above for the base plan, 100% of the annual difference in cost
35 between the optional plan and the base plan, for the coverage (single,
36 single plus one, or family) selected by the employee. The Board shall
37 provide each employee and dependents with the health plan benefits as

1 they are described in the appendices to this agreement. (The Board
2 reserves the right to select the carrier for each plan).

3 2. The administration will make every reasonable effort to provide that
4 neither the insured employee nor any member of his/her family need
5 see any insurance representative in order to be covered; however, the
6 employee must send in his/her enrollment card promptly.

7 3. The Board will provide a group dental insurance plan for eligible
8 employees to be effective during the term of this contract. The full cost
9 of this program and increases therein shall be paid by the Board for
10 individual coverage.

11 The Board shall provide a Prescription Drug Program for both single and
12 family and pay the full costs of same for employees eligible for health
13 insurance.

14 The prescription drug policy shall include a generic mandate. If the member
15 or spouse or dependent chooses a brand-name drug when a generic is
16 available, the employee will pay, in addition to the co-pay set forth above, the
17 full difference in cost between the generic equivalent and the name-brand drug
18 **selected, regardless of any “dispense as written” notation by the physician or**
19 **the patient’s personal preference, absent documented medical** necessity.
20

21 B. The Board shall provide a vision care program for both single and family
22 plans for those eligible for health insurance, and pay the full costs of
23 same and any increase thereof.
24

25 C. Term Life Insurance

26 Term life insurance will be carried on the lives of all employees in the
27 amount of \$100,000. An employee shall have the option to purchase
28 additional blocks of life insurance at the employee's cost at the
29 group rate. Term life insurance may be converted without physical
30 examination within thirty (30) days of leaving the system or upon attaining
31 the age of 65.

32 Any insured having a spouse working full time in the system and who has
33 him/her insured under the family plan will also have \$100,00 life insurance
34 on that spouse as well as on himself/herself.

35 Regular employees working less than 20 hours per week shall have term life
36 insurance carried on their lives in the amount of \$20,000, with such
37 premiums being paid by the Board. If the carrier agrees, such employees
38 shall also be eligible for the option to purchase additional life insurance as
39 described above.

D. Any employee who is covered by his/her spouse's family health coverage may annually waive his/her coverage in writing and receive a cash waiver bonus of \$4,000 per year. This option does not include to any employee who works less than 30 hours per week. The waiver must clearly explain he procedure for enrollment if a spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter. The waiver is contingent upon the employee paying back all waiver dollars to the Board if he/she rejoins the plan for any reason during the year. There shall be no insurability question if the employee enrolls in September or if he/she enrolls within ninety (90) days of the loss of coverage.

18

E. The Board will designate one non-management person who works under the authority of the Treasurer, or may contract with a non-district employee, whose number one priority will be to work specifically on employee concerns and problems in relation to the designated insurance carrier. This person will facilitate such meetings of employees and/or union representatives with representatives of the insurance carrier as the Union may request, assist employees with their claims, and handle problems by dealing with the carrier on behalf of employees. Said person shall meet with Union representatives as requested by an individual employee through the Union for the purpose of reviewing the status of claims and claim problems. The confidentiality of the employee's information shall be guaranteed by both the Board and the Union.

F. Each member shall receive an insurance booklet identifying all coverages.

G. The Board shall provide 100% replacement value insurance coverage for any Board-owned equipment being transported in an employee's personal vehicle as part of an employee's job responsibility.

H. When a district **employee's** spouse is eligible for and enrolled in a health insurance plan with his/her employer or retirement provider, that plan will be considered primary coverage for the spouse. The spouse is eligible to enroll in the **district's** plan at no added cost for secondary coverage. Should the district **employee's** spouse elect not to

19

20

1 obtain/participate in their **employer's** coverage, the district employee
2 shall pay 17.5% of the combined wages/salary of the **district's** employee
3 and spouse, up to a maximum of \$85 per month for family health
4 coverage, in addition to any other contributions otherwise due. Should
5 **the spouse elect their employer's coverage, that coverage would be**
6 **primary.** This provision shall take effect on November 1, 2004 and
7 thereafter on the day the spouse becomes eligible for coverage or on the
8 day the employer of the spouse first provides for enrollment in its health
9 plan. This provision shall not apply when the spouse is required by
10 his/her employer to pay more than 50% of the premium or equivalent
11 **rate cost of their employer's plan.** In the event that the spouse loses
12 coverage with her/his employer, the spouse of the district employee
13 may re-enter the **district's** health insurance plan, beginning with the
14 date of the loss of such coverage. Employees will be required to
15 annually verify their **spouse's** eligibility for coverage in the plan of the
16 **spouse's** employer. Any employee provided false or inaccurate
17 information will be required to repay the Board at the rate of \$85 or
18 **17.5% of the combined wages/salary of the district's employee** and
19 spouse, whichever is less, per month for each affected month and will
20 be subject to discipline, including suspension without pay and possible
21 contract termination.

22 I. The Board shall adopt such plans as may be required/permitted by law
23 to provide employees an exemption from payment of income taxes on
24 health insurance plans.
25

1 ARTICLE 28 - NO STRIKE PLEDGE

2 In consideration of the rights and privileges extended to the Employee Association
3 pursuant to or arising from the foregoing provisions of this instrument that during
4 the term of the Agreement, the parties hereto agree that there shall be no strikes of
5 any kind whatsoever; work stoppages; slowdowns; or interference or interruption
6 with the operations of the schools by any employee; nor shall there be any strike
7 or interruption of work during the term of this assignment in support of or because
8 of any disputes or disagreements between any other persons (or other employees
9 or unions) who are not signatory parties to this Agreement, except where personal
10 health and safety are endangered or threatened. If these exceptions are the case,
11 the employee shall file a written statement with the Assistant Superintendent.
12

1 ARTICLE 29 - DISCIPLINE AND DISCHARGE

- 2 A. No employee shall be disciplined without cause and compliance with
3 applicable provisions of this Contract. Discharge for incidents of misconduct
4 or neglect of duty shall be subject to the progressive disciplinary procedure.
- 5 B. The Employer agrees that the principles of progressive discipline shall apply
6 to all incidents disciplinary actions. Each act of discipline shall be gauged by
7 the severity of the offense. Progressive discipline does not preclude
8 immediate disciplinary action in cases of serious and/or overt actions. Such
9 suspensions may be upgraded to dismissal if a subsequent investigation
10 indicates such action is required.
- 11 C. Disciplinary actions shall be defined as warnings; reprimands (written or
12 oral); suspensions (with or without pay); and discharge.
- 13 D. Prior to any disciplinary interviews the employee shall be informed that this
14 is disciplinary in nature. All disciplinary interviews and reprimands shall be
15 made in private. For all disciplinary hearings or actions, an affected
16 employee may, if he/she deems it necessary request the presence of a
17 representative, and when such request is made, the hearing or action shall
18 not proceed until the employee has been given a reasonable period of time to
19 secure representation.
- 20 E. Nothing contained herein shall prevent verbal communications between
21 administrators and employees without the presence of a representative.
22 Such contacts including commendation, questioning, suggesting, directing,
23 reminding, and correcting, shall be termed casual and shall not require the
24 presence of a representative. If an employee believes such communication is
25 becoming disciplinary in nature, the employee has the right to ask that a
26 Union representative be present.
- 27 F. Prior to the suspension or discharge of an employee, the employee shall
28 receive prior notice of the possible action, with such notice containing reason
29 or reasons for the action. Prior to the suspension or discharge, said employee
30 shall be entitled to a hearing before the Superintendent, with Union
31 representation, for the purpose of discussing the reasons and permitting the
32 employee to offer defense in his/her behalf.
- 33 G. An employee shall be given a copy of any written warning, reprimand, or
34 other disciplinary action entered on his/her personnel record within five (5)
35 working days of the action taken. Such documents shall be signed by the
36 employee, with such signature indicating acknowledgment that the
37 document has been placed in his or her personnel file. If the unit member
38 refuses to sign the material, then the union official shall sign and indicate
39 that the bargaining unit member refused to sign. Further, the employee and
40 the Union President and/or Grievance Chairperson will receive a copy of any

- 1 suspension and/or discharge notice within five (5) working days of the
- 2 action. An employee who is disciplined must be disciplined within a
- 3 reasonable period of time from the dates in which the events occur.
- 4

1 ARTICLE 30 - CONTRACTING OUT

2 The Board agrees not to attempt to eliminate or replace the bargaining unit by
3 contracting with an external party or parties to perform bargaining unit work,
4 without first discussing other options with the union, with such discussions
5 beginning no less than 120 days prior to the letting of bids for such a contract.

6 Those tasks which are not paid for by the Board, but are rather paid for by school
7 and non-school related groups are not required to be performed by the members
8 of the bargaining unit, but may be performed by them, as the district workload
9 permits. Specifically exempted from the terms of this Agreement are vehicles not
10 belonging to the District and used to transport band equipment.

11 In the event that insufficient work exists to fill a full-time vacancy, the Board may
12 initiate the reduction-in-force rules and procedures. In no case will the Board
13 reduce any position in hours solely to avoid the offering of benefits to an employee.

14

1 ARTICLE 31 - UNION REPRESENTATIVE

2 The Grievance Chairperson or his/her designee shall be allowed reasonable time,
3 without loss of pay, to attend grievance hearings, provided such hearings are held
4 during the normal workday. Nothing in this contract shall obligate the
5 administration to conduct a grievance hearing during a grievant's normal workday.

6 The Union shall furnish the Employer a written list of names of the Local President,
7 Vice President, Treasurer, Recording Secretary, and Grievance Chairperson,
8 indicating locations to which each is assigned. Further, the Union shall promptly
9 notify the Employer, in writing, of any changes therein.

10

1 ARTICLE 32 - UNION VISITATION

2 Non-employee representatives of the Union may enter the premises of any
3 operation of the employer, Monday through Friday, provided they follow the
4 employer adopted procedure for persons visiting any school facility. Such visits
5 shall not interfere with the work of any employee or operation of the employer.
6

1 ARTICLE 33 - PROBATIONARY PERIOD

2 The probationary period for all new employees shall be sixty (60) calendar days to
3 allow the Board to determine the fitness and adaptability of any new employee it
4 may hire to do the work required. The Employer shall have the sole discretion to
5 discipline or discharge such probationary employees and such action cannot be
6 reviewed through the Grievance Procedure. However, the Employer will not
7 discharge a probationary employee because of union membership or union
8 activity.

9 All promotions or transfers will be for a probationary period of twenty-five (25)
10 working days to allow the Board to determine the fitness and adaptability of the
11 employee to do the work required. Either the employee or the Employer shall have
12 the option of returning the employee to his/her previous position during this
13 probationary period. At the conclusion of the probationary period, the employee
14 shall be appointed to the new position.

15
16 It is agreed that, in the event a position is posted for bid, an employee bids upon
17 and is appointed to the position, and the appointee subsequently decides to return
18 to his/her former position, the applicant for the posted position who has the next
19 highest score on the rubric, will be offered the position without re-posting.
20 However, if the beginning or ending time of the posted position changes by two
21 or more hours after the original appointee returns to his/her former position, the
22 position must be re-posted with the new beginning/ending times. This procedure
23 will be followed until all internal applications are exhausted, at which time the
24 position shall be considered open for external bid.

25 The employer shall send a copy of all postings for Local 163 to the union.

26 The employer shall notify the president in writing of all newly hired persons that
fall under the classifications in the bargaining unit that they represent so that the
president or their designee shall be given the opportunity to meet with them for
reasonable amount of time for the purpose of explaining the Union benefits that
are available to them as well as having them complete their Union application.

1 ARTICLE 34 - ADMINISTRATIVE MEETINGS

2 The Board agrees that all employees required to attend administrative meetings
3 held at times other than the employee's regularly scheduled work day shall be paid
4 at the applicable rate. Administrative meetings shall include accident review
5 hearings. The Accident Review Policy (See Appendix to this Agreement) shall be
6 considered as part of this Agreement.
7

1 ARTICLE 35 - REIMBURSEMENT OF FEES

2 The Board will reimburse employees for the cost of any license (excluding driver
3 license) required to carry out assigned duties. The Board reserves the right to
4 specify the employee(s) who will be required to obtain necessary licenses. License
5 requirements established by law for the performance of any job stated in the job
6 description shall be considered a condition of employment.

7 The Board will pay \$15.00 toward the cost of fingerprinting/background checks
8 required by law.

9

1 ARTICLE 36 - CLASSIFICATION PAY

2 If any employee is assigned to perform duties in a higher classification than he or
3 she is regularly assigned, the employee shall receive the rate of pay normally paid
4 in the higher classification, if he or she works at least one continuous hour in the
5 higher classification. The employer shall not assign work in such a manner as to
6 avoid the higher classification pay to an employee. The employee assuming the
7 higher position shall be paid at the same step as his/her regular classification or at
8 the top of the higher classification if his/her normal step exceeds that of the other
9 classification.
10

1 ARTICLE 37 - HOURS OF WORK

2 A. The standard work day for bargaining unit members is eight (8) hours,
3 including two (2) paid fifteen (15) minute breaks. A regular building
4 custodian may substitute for other custodians and may work up to four
5 (4) additional hours per day for a period not to exceed ten (10)
6 consecutive working days. The employee must then return to a regular
7 eight (8) hour shift for five (5) consecutive days, after which the
8 employee may again work overtime as per the above periods. Within
9 each building overtime shall be offered to regular custodians before
10 offered to substitutes.

11 B. All hours after eight (8) in one work day shall be paid at the rate of time
12 and one-half (1 1/2) providing forty (40) hours are worked in the week.
13 All hours over forty (40) worked in one week shall be paid at time and
14 one-half (1 1/2), travel time between buildings shall be counted as
15 hours worked. Holidays shall be considered as days worked.

16 C. All personnel required to report back to work after the completion of
17 the normal work assignment shall receive a minimum of two (2) hours
18 payable at the rate of time and one-half (1 1/2). An employee has three
19 options in a "call-in" situation: 1) Work the entire day of the call-in and
20 "bank" a minimum of three hours' compensatory time; 2) work the
21 entire day and be paid in cash for the three hours' overtime; or 3) take
22 three hours of compensatory time during the same or some other
23 workday, with the agreement of the supervisor.

24 This section does not apply to overtime hours added directly on to an
25 employee's regular hours, or if the employee agrees to work overtime at
26 some specific event that is to be held in the future.

27 D. Employees called out for emergency snow removal shall receive
28 premium pay for all hours worked, providing the work is done between
29 11 p.m. and 4 a.m. the next day.

30 E. For those employees not assigned to a particular building, overtime
31 assignments shall be offered on a rotating basis by job titles within job
32 classifications. For employees assigned to a particular building,
33 overtime assignments shall be offered on a rotating basis to employees
34 working in the building within the job classification. In situations
35 where overtime overlaps into the next shift or weekends and is offered
36 in equal hour increments, it shall be awarded on a rotation basis. If the
37 employees eligible for the assignment refuse the offer of overtime, the
38 employer shall have discretion over how that overtime assignment is
39 distributed. The employer shall determine the amount of overtime
40 available to unit members. A recurrent overtime situation, i.e., one
41 which can be expected to continue on a regular and predictable day of

1 the week or weekend over a period of at least a month, and for which
2 more than one employee is eligible, may be scheduled to minimize the
3 inconvenience resulting from assignment of a different employee every
4 day, provided that the concept of equal chance for overtime is
5 maintained.

6 F. By mutual agreement of the administration and employee, overtime
7 worked may be paid in compensatory time rather than cash. Rates of
8 accumulation and maximum hours of compensatory time shall be in
9 accord with provisions of the Fair Labor Standards Act. No more than
10 fifteen (15) days compensatory time may be accumulated before being
11 taken. Compensatory time must be taken within six months of its
12 accumulation, or cash payment must be made therefor. The days
13 during which compensatory time may be taken must be approved by
14 the supervisor so that no disruption of work will occur.

15 G. Overtime not approved in advance by the Building Principal or Manager
1 of Buildings and Grounds will be disallowed, except where circumstances
2 not within the control of the employee arise.

16 H. Maintenance and grounds crew employees may be directed to park
17 vehicles assigned them in locations other than the administration complex
18 or the Transportation Depot. Those employees will be expected to provide
19 their own transportation to and from the location where the vehicles are
20 parked.

21 I. Mechanics shall be granted ten (10) minutes of personal clean-up time at
22 the end of their shift.

23 J. A system for assigning overtime for custodial staff shall be piloted during
24 the term of this contract, with the intent that such assignments will be
25 made on the basis of district seniority, and rotated in order as such
26 assignments are identified. The system shall provide for refusal of
27 overtime, and shall not exclude the plant supervisors; nor shall it
28 guarantee a minimum amount of overtime for any employee.

31

1 ARTICLE 38 - LUNCH TIME

2 Except in emergency situations, all employees are granted a minimum thirty (30)
3 minute uninterrupted lunch period. All employees will be granted up to a ten (10)
4 minute clean-up period where necessary before the start of a lunch break. All
5 employees may leave their work site during lunch. Travel time from the assigned
6 work site to a lunch site of the employee's choice and returning from the lunch site
7 to the assigned work site is included in this thirty minute period.

8 When it is necessary for grounds and/or maintenance workers to take more than
9 thirty (30) minutes for their lunch break, time in excess of thirty (30) minutes will
10 be worked at the end of the day. All other bargaining unit members must receive
11 permission from their supervisor if they need to exceed their thirty (30) minute
12 lunch break. As with the grounds and/or maintenance workers, time in excess of
13 thirty (30) minutes will be worked at the end of the day. No more than one (1)
14 hour may be taken for lunch, unless otherwise approved.
15

1 ARTICLE 39 - BREAKS

2 Two (2) fifteen (15) minute breaks shall be established for all employees who work
3 more than six (6) consecutive hours per day. The first break shall occur at the
4 approximate midpoint of the first half of the work day, and the second break shall
5 occur at the approximate midpoint of the second half of the work day.

6 Travel time from the assigned work site to a break site of the employee's choice and
7 returning from the break site to the assigned work site is included in the break time
8 period.
9

1 ARTICLE 40 - VACATIONS

2 A. Vacation periods for twelve-month employees will be calculated on the
3 basis of the service rendered. Such vacation shall accrue on a monthly
4 basis from the date of initial employment with the Board. The amount
5 to be accrued for each employee will be determined by dividing the
6 number of days to which the employee is entitled for a year of service,
7 based on the number of years he/she has been employed by the district
8 (as shown in the vacation table given below), by 12 (months). If a
9 fraction of a day results from this division, and the fraction is less than
10 or greater than a half-day, the fractional day cannot be taken; the
11 employee must wait until either a half-day or full day of vacation has
12 been accrued to take that day. For purposes of determining the rate of
13 vacation accrual, employees put under Board contract under terms of
14 previous collective bargaining agreements shall be considered as
15 having commenced their first year of employment on the first day of
16 said contract, and the rate of accrual of vacation shall be calculated
17 based on that date, rather than the previous method of using
18 September 1 as the commencement date. However, no retroactive
19 vacation days shall be granted under this or any other provision of this
20 Agreement. The minimum rule of six months' employment before
21 accrued vacation may be taken shall be maintained, unless the
22 Associate Superintendent for Business (or Business Manager) shall
23 decide that such unusual circumstances exist as to warrant an
24 exception; as with all previous employees, periods spent as a substitute
25 before entering full contractual status will not be counted toward
26 accrual of vacation time, and in no case shall any employee be entitled
27 to more than 21 days' vacation, as shown elsewhere in this Article.

28 Any change in the rate of vacation accrual resulting from this paragraph
29 shall take effect as of the date of signature of all parties to the 1987 - 89
30 Agreement. All other provisions of this Article remain in full force and
31 effect for all employees. No provision of this section shall be interpreted
32 in such a way as to impact upon an employee's salary/wage schedule
33 placement, nor shall it alter the method of determining seniority
34 rankings.

35 B. Vacation table:

36	After 1 year through 5 years:	10 days
37	After six years' service:	11 days
38	After seven years' service:	12 days
39	After eight years' service:	13 days
40	After nine years' service:	14 days
41	After ten years' service:	15 days
42	After eleven years' service:	16 days
43	After twelve years' service:	17 days

1	After thirteen years' service:	18 days
2	After fourteen years' service:	19 days
3	After fifteen years' service:	20 days
4	After sixteen years' service:	21 days

- 5 C. No vacation may be taken until the end of the first six months of
6 employment, and at which time no more than five (5) days may be
7 taken, and only with the approval of the employee's supervisor.

- 8 D. Vacation may be advanced to an employee only under unusual
9 circumstances and only with the prior approval of the Superintendent
10 or designee.

- 11 E. Vacation time may be accumulated for no more than sixty-three (63),
with advance approval of the Superintendent or designee.

- 12 F. Upon separation from employment, an employee shall be paid up to
13 three (3) years of accumulated vacation days.

- 14 G. Requests for use of vacation must be submitted in writing at least
seventy-two (72) hours prior to the desired day of use. This policy may
be waived by the Assistant Superintendent/Coordinator of Operations &
Security/ Facilities & Transportation Manager/designee for unusual
15 or emergency circumstances.

- 16 H. Bus mechanics may take earned vacations at any time of the year,
17 except at such time as the Director of Transportation may indicate to
18 the Associate Superintendent for Business/Business Manager that
19 such vacations will unreasonably interfere with the operation of the
20 transportation department, in that situation only one mechanic may be
21 absent. If more than one mechanic has requested vacation at that time,
22 the most senior mechanic may be absent.

- 23 I. Truck drivers, maintenance workers, warehouse personnel and
24 custodial personnel may take vacation earned at any time of the year,
25 except two weeks prior to the opening of school, with the prior approval
26 of the immediate supervisor.
30

1 ARTICLE 41 - LICENSES

2 A. Any employee who has a job which requires the employee to drive a motor
3 vehicle shall be required to have and maintain the proper license issued by
4 the State of Ohio.

5 B. If the employee becomes uninsurable under the district's insurance carrier,
6 the Board shall have the following options:

7 1. Attempt to find the employee sufficient work within his/her current
8 classification that would not require the employee to drive. If unable to
9 do so, then:

10 2. Place the employee in a vacant position in a lower classification for which
11 the employee possesses all necessary qualifications, at that
12 classification's wage rate. If unable to do so, then:

13 3. Place the employee on an unpaid leave of absence.

14 The employee shall have a two year period to correct his/her record to the
15 point that the district can insure him/her under the district's insurance
16 policy, and, upon doing so, shall return to his/her previously held position.

17 Upon request of the employee to the Business Manager/Associate
18 Superintendent for Business, the standards for insurability/uninsurability
19 shall be made available to the employee within ten (10) days.

20 C. If the employee is unable to gain coverage under the **district's** insurance
21 during a two year period, he/she shall be subject to the discipline procedure
22 under Article 29, Discipline and Discharge, **of the parties'** collective
23 bargaining agreement.

24 D. If such an employee has his or her license suspended, then that employee
25 shall be removed from his/her position pending reinstatement of the
26 license, and shall not receive pay for the period of the removal. Any
27 employee who has his/her driver's license suspended, but does not report
28 this to the immediate supervisor shall be subject to appropriate disciplinary
29 action, which may include termination.
30

1 ARTICLE 42 - HEALTH & SAFETY

2 Health and safety issues will be discussed at periodic labor/management meetings,
3 including such meetings as the Superintendent's Advisory Group meetings. Such
4 issues as cannot be resolved by such meetings will be investigated by the
5 administration, which may use the services of professionally trained consultants
6 in decision solutions to the problems. In addition, the administration will provide
7 such training and safety protection devices and procedures as may be legally
8 required for the protection of employees.

9 The Head Mechanic and Transportation Manager, in consultation with the bus
10 mechanics, shall develop a list of times or circumstances when at least two
11 mechanics must respond to a road call. Consideration shall be given to the nature
12 of the mechanical problem and the safety of students, driver, and mechanics. A
13 good faith effort shall be made to have at least two bus mechanics on duty during
14 all regularly scheduled work hours.

15 Employees shall not be required to drive tractors on public highways while it is
16 raining.
17

1 ARTICLE 43 -- DRUG AND ALCOHOL POLICY

- 2 The Board shall have the right to adopt a drug and alcohol policy sufficient to meet
3 the mandates of federal law.
4

1 ARTICLE 44 - RIGHTS OF THE BOARD

2 The Union recognizes that the Board has the responsibility and the right to manage
3 and decide, on behalf of the public, all of the operations and activities of the school
4 district to the fullest extent authorized by law. The Union further recognizes that
5 the Superintendent of Schools is the chief executive officer and that the Board
6 delegates to the Superintendent, or his designees, the responsibility to manage,
7 direct and develop the necessary procedures, rules and regulations to implement
8 the policies of the Board. The exercise of these powers, rights, authority, duties
9 and responsibilities by the Board and Superintendent and the adoption of such
10 policies by the Board and the development and the implementation of procedures,
11 rules and regulations by the Superintendent or designees, shall be limited only by
12 the specific terms of this Agreement.

ARTICLE 45 – WAGES

Custodians, Maintenance,
Mechanics Salary Schedule
2019-2020

	General Cleaning	Assistant Custodian	Custodian (Unsupervised) Asst. Day Custodian	Truck Driver	Grounds Maintenance	Utility Bus Mechanic, Assistant Maintenance	Painter, Mason, Carpenter, Electrician, HVAC, Plumber	Bus Mechanic, Journeyman	Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
Step	Class I	Class II	Class III	Class IV A	Class IV B	Class V	Class VI	Class VII	
0	16.53	20.92	21.60	21.60	21.60	22.19	25.91	26.30	
1	17.11	21.69	22.19	22.19	22.19	22.81	26.60	27.02	
2	17.44	22.02	22.54	22.54	22.54	23.12	26.94	27.29	
3	17.75	22.38	22.78	22.78	22.78	23.37	27.21	27.56	
4	18.04		23.10	23.10	23.10	23.72	27.59	27.87	
5	18.34		23.43	23.43	23.43	23.95	27.76	28.10	
6					23.78	24.31	28.16	28.43	

Base Salary – 2019-20 school year increase by 1.5%.

Custodians, Maintenance,
Mechanics Salary Schedule
2020-2021

	General Cleaning	Assistant Custodian	Custodian (Unsupervised) Asst. Day Custodian	Truck Driver	Grounds Maintenance	Utility Bus Mechanic, Assistant Maintenance	Bus Mechanic, Journeyman Painter, Mason, Carpenter, Electrician, HVAC, Plumber	Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
Step	Class I	Class II	Class III	Class IV A	Class IV B	Class V	Class VI	Class VII
0	16.53	20.92	21.60	21.60	21.60	22.19	25.91	26.30
1	17.11	21.69	22.19	22.19	22.19	22.81	26.60	27.02
2	17.44	22.02	22.54	22.54	22.54	23.12	26.94	27.29
3	17.75	22.38	22.78	22.78	22.78	23.37	27.21	27.56
4	18.04		23.10	23.10	23.10	23.72	27.59	27.87
5	18.34		23.43	23.43	23.43	23.95	27.76	28.10
6					23.78	24.31	28.16	28.43

Base Salary – 2020-21 school year increase by 0%.

Based on the May 2020 five-year forecast, the projected general fund cash carryover for the fiscal year 2020 will determine whether the base increase for the 2020-21 school years set forth in Section A.2. above will be modified. Specifically, as June 1, 2020, if the five-year forecast general fund cash balance carryover (i.e., Line 12.010) reflects an amount of twelve million dollars or greater, the base increase for the 2020-21 school year will equal 1.99%. Additionally, based on the May 2020 five-year forecast, if the general cash balance carryover (i.e., Line 12.010) for fiscal year 2021 reflects an amount of ten million dollars or greater, the parties agree to extend the current contract for a third year (i.e., July 1, 2021 through June 30, 2022) with a base salary increase for the 2021-22 school year to equal 1.99%.

(A) Longevity increments (cumulative) for Willoughby-Eastlake service, all classifications, providing the anniversary date occurs before December 31st, will be:

After 10 years: 0.31/hour
After 15 years: 0.32/hour
After 20 years: 0.33/hour
After 25 years: 0.34/hour
After 30 years: 0.35/hour

(B) Placement on the salary schedule for employees moving across classifications shall be to the first step in the new classification which will increase the employee's level of compensation; no transfer will result in a decrease in the employee's level of compensation.

(C) An employee specifically assigned to perform asbestos removal shall be paid a wage of \$28.05 per hour instead of his/her normal rate of pay, for the period of time spent in asbestos removal work.

The Manager of Buildings and Grounds will provide to the administration a list of those employees who, because of the need to communicate with them in a timely manner, are to receive a monthly stipend of no more than fifty dollars (\$50.00) to help defray the cost of a personal cell phone used in the conduct of district business. In the event an employee changes positions, such stipend may be withdrawn. If a cell phone is provided to an employee by the district, the monthly amount of reimbursement is not provided.

Personnel employed as a "Truck Driver" shall be employed twelve (12) months per year at full wage to allow for the accommodation of the needs of the District. During the summer months, the administration reserves the rights to assign the truck driver to other duties as necessary.

ARTICLE 46 – PROOFREADING

The parties agree that should a conflict arise with respect to the language contained in the **signed and dated tentative agreement (“TA”) and the final written contract, the TA shall control.**

ARTICLE 47 - COMPLETE AGREEMENT

The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in written provisions in this Agreement.

The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.

Any matters or subject not covered herein have been waived by the parties for purposes of negotiations for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect.

For the Board of Education:

Margaret B. Warner
President of the Board

[Signature]
Treasurer

Stephen P. [Signature]
Superintendent

For O.A.P.S.E. Local #163:

Craig S. [Signature]
President

[Signature]
Negotiating Team Member

[Signature]
Negotiating Team Member

[Signature]
Negotiating Team Member
OAPSE Field Representative

Compensatory Time Documentation

Employee's Name: _____ Supervisor's Name: _____

To be completed by employee and supervisor for comp time to be granted or used. Copy to be maintained by both employee and supervisor.

Date Earned	Amount Earned	Date Used	Amount Used	Employee & Supervisor Signatures

Grievance Form

Grievance No. _____

Date: _____

Date alleged violation occurred: _____

Initiated: Step I: _____ (Date)

 Step II: _____ (Date)

 Step III: _____ (Date)

 Step IV: _____ (Date)

Statement of Grievance:

Facts:

Remedy Requested:

I have examined the facts and have determined that this constitutes a meritorious grievance.

(Employee's Signature)

SICK LEAVE AFFIDAVIT

Name _____ Employee ID Number _____

Number of Working Days Absent _____ Building _____

Absence beginning on _____ at _____ and absence ending at _____ on _____
(Date) (Time) (Date) (Time)

Length of Workday: Beginning at _____ and workday ending at _____
(Time) (Time)

Reason for Absence:

_____ Personal Illness

_____ Personal Injury

_____ Illness/Injury in Immediate Family Relationship: _____

_____ Pregnancy

_____ Exposure to Contagious Disease

_____ Death of _____ on _____
(Relationship) (Date)

Is this absence for a reason covered under FMLA leave? _____ yes _____ no

If medical attention was required, provide the following:

Name of attending physician: _____

Address of physician: _____

Dates consulted: _____

Hospitalized: Hospital: _____
Date Admitted: _____
Date Released: _____

Employee's Signature Date

Principal's or Supervisor's Signature Date

Superintendent's or Designee's Signature Date

Distribution of copies: White, payroll; Yellow, school; Pink, employee

Request for Medical Leave

(Classified Personnel)

I hereby request that the Willoughby-Eastlake Board of Education grant me a medical leave of absence:

_____, 20____, and _____, 20____.
(Beginning Date) (Ending Date)

My reason for the leave is: _____Personal Illness
_____Personal Disability
_____Other Illness/Disability

(The following space may be used if desired, to give further explanation.)

(Date)

(Signature)

(Job Assignment)

(Building)

Please forward this request through your building principal or supervisor to the Personnel Office.

WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT

*PAID PERSONAL LEAVE FORM

Name _____ Employee Number _____

Number of Working Days to be Absent _____ Building _____

I hereby inform the Willoughby-Eastlake Board of Education that I shall take a paid personal leave day pursuant to the provisions of the Contract Agreement.

Absence beginning on _____ at _____ and ending at _____ on _____
(Date) (Time) (Time) (Date)

Length of Workday: Beginning at _____ and ending at _____
(Time) (Time)

Number of personal leave days used this school year: _____

Please check below the reason for such leave:

- Medical – not covered by sick leave
- Legal – not covered by legal leave
- Religious
- Graduation
- Honors Convocation
- Moving
- Funeral – not in immediate family
- Participation in a wedding
- Educational requirements
- Necessary personal or family business
- FMLA

- Emergency, such as:
 1. Repairs to major appliances
 2. House or dwelling of employee damaged by fire, flood, tornado, or severe accident
 3. Extreme travel conditions which made it impossible for an employee to report to work, or auto accident
 4. Medical emergency to care for roommate

Employee's Signature

Principal or Supervisor's Signature

Date of Signature

Superintendent's Signature

*See policy instructions on reverse side

Job Consideration Request

To: Personnel Office

From: _____
(Employee)

(Present Position)

(Present Building)

Date: _____

Please consider me for the following position:

Posting No. _____ Building: _____

Job Classification: _____

Other Comments:

Please forward this request through your building principal or supervisor to the Personnel Office.

Accident Review Procedure

The following procedure will be followed in determining the action which shall be taken when an employee authorized to operate a vehicle owned or leased by the Board of Education is involved in an accident resulting in personal injury, death, or property damage in excess of \$500.00. Absent some evidence of the dollar amount of the damage, the Business Manager shall make the appropriate assessment, utilizing whatever assistance he/she deems necessary.

A written report of all accidents shall be filed by the employee with the Buildings and Grounds Manager within 24 hours of the accident, on forms supplied by the Buildings **and Grounds Manager's Office, or during the immediately following** workday, unless illness or injury to the employee prevents such, in which case the report shall be filed on the day the employee returns to work. If property damage is involved in an accident, the initial estimate of such damage shall be made by the Buildings and Grounds Manager or his/her designee, which designee may be an insurance company or adjustor or vehicle repair shop. Whenever an employee is driving a District vehicle on public roadways or through parking lots and there is physical contact between it and another vehicle or stationary object while the District vehicle is in motion, with any resulting damage to either vehicle or other object, but which is insufficient to warrant an accident report, the driver of the District vehicle shall file an incident report on such forms as may be prescribed by the administration. Upon the third filing of such incident report during a year, the driver may be required to attend a hearing to explain the cause of such incidents, and/or may be required to take corrective action to avoid such incidents in the future. Continuation of such incidents may lead to disciplinary action against the driver.

Three persons shall serve on a Review Panel to review the facts and circumstances of the accident. These persons will be:

1. Business Manager or Superintendent (Chair);
2. Assistant Superintendent or designee;
3. An employee of the Board of Education working in the same or similar capacity as the employee having the accident, selected by the employee involved in the accident, except that no such employee may be a relative by blood or marriage to the person being charged.

A review panel hearing will not be necessary for a first accident, if the involved driver informs the Buildings and Grounds Manager that he/she is at fault in the accident, and acknowledges that a letter will be placed in his/her personnel file.

Except under unusual circumstances, Review Panel hearings shall be held within 30 days of an accident. Unusual circumstances may include lack of information needed to conduct a full investigation of the accident or the absence of the employee due to the employee's illness or severe injury. When a hearing cannot be held within the time limit for the reasons given, such hearing shall be held

within 7 days of the receipt of the necessary information by the Buildings and Grounds Manager or Superintendent or within 7 days of the employee's return to work. Notice of any hearing shall be sent to the employee involved in the accident at least 3 days in advance of the hearing. The employee shall be entitled to union representation at the hearing, but such representative shall not be considered a member of the review panel. Under no circumstances shall any review be initiated later than six months after an accident.

It shall be the duty of the Review Panel to:

1. Investigate the accident as needed;
2. Give to the charged employee an opportunity to present evidence in his/her behalf;
3. Make a decision by majority vote as to whether the employee is:
 - a. Not at fault;
 - b. At fault;
 - c. At fault under mitigating circumstances.

The chairperson of the Review Panel shall write and sign the decision of the Panel and shall communicate this decision to the employee within five (5) days of the hearing.

Actions which may be taken upon findings by the Panel are shown below.

1. When the Panel finds the employee not at fault, no further action shall be taken.
2. When the Panel finds the employee at fault, the Superintendent shall:
 - a. On the first such finding for that employee, issue a written reprimand to the employee, which reprimand shall be placed in the employee's personnel file until such time it is removed under provisions of collective bargaining agreement; the date of such reprimand shall be the same as the date of the accident;
 - b. On the second such finding for that employee, suspend the employee without pay for one to three days;
 - c. On the third such finding within two (2) year for that employee, the Superintendent shall recommend to the Board the termination the termination of the employee.
3. When the Review Panel finds an employee at fault with mitigating circumstances, a letter of caution and warning shall be sent to the employee by the Superintendent, but shall not be placed in the employee's personnel file; the meaning of the term "mitigating circumstances" shall be determined by the Review Panel based upon the specific facts of each case.

4. In the event that a Review Panel reaches a finding of "At Fault" or "Not at Fault," and a court of competent jurisdiction later reaches an opposite finding, any member of the Review Panel may request a consideration hearing.

This policy shall apply equally to full time, part time, and substitute personnel, and to certificated as well as classified personnel.



Willoughby - Eastlake City Schools
Non-Grandfathered Benefits



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Aged Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Maximum Out of Pocket (MOOP) ⁷ (including Deductible, Coinsurance Out of Pocket Maximum & Copays) – Single Family	\$6,350 / \$12,700	Does Not Apply
Office Visit (Illness/Injury) ² PCP includes Family Practice, General Practice, Internal Medicine, Pediatrics/Neonatology, Obstetrics and Gynecology and Psychiatry / Psychologist Specialist includes all other providers not listed Above as PCP's	\$25 copay, then 100% (PCP) \$35 copay, then 100% (Specialist)	\$25 copay, then 70% after deductible (PCP) \$35 copay, the 70% after deductible (Specialist)
Urgent Care Facility Services ²	\$25 copay, then 100% (PCP)	\$25 copay, then 70% after deductible (PCP)
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) ³	90% after deductible	70% after deductible
Preventative Services		
Preventive Services, in accordance with State and Federal law⁴	100%	70% after deductible
Office Visit/Routine Physical Exams ²	100%	70% after deductible
Well Child Care Services including Exam, Immunizations and Laboratory Tests (Unlimited; Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Sigmoidoscopy	100%	70% after deductible
Routine Colonoscopy (Age 50 and over)	100%	70% after deductible
All Routine Lab, X-rays and Medical Tests (Including, but not limited to; PSA and Bone Density Tests)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional; combined 10 visits then Medical Review, Facility; Unlimited)	\$35 copay, then 100%	\$35 copay, then 70% after deductible
Speech Therapy (Professional; combined 10 visits then Medical Review, Facility; Unlimited)	\$35 copay, then 100%	\$35 copay, then 70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Chemotherapy	90% after deductible	70% after deductible
Radiation Therapy	90% after deductible	70% after deductible
Dialysis Treatment	90% after deductible	70% after deductible
Respiratory Therapy	90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁵	\$100 copay, then 100% (Waived if admitted)	
Non-Emergency use of an Emergency Room ^{5,6}	\$100 copay, then 100%	\$100 copay, then 70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Inpatient Consultation	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Physical, Speech, Occupational Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Surgical Services including Complications from Weight Loss Surgery	Not Covered	Not Covered
Wigs – (One per benefit period - \$300 maximum)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

²The office visit copay applies to the cost of the office visit and care provided and billed as part of the office visit.

³ Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴ Preventive services include evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁵Copay waived if admitted.

⁶The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁷Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,350 Single / \$12,700 Family – Affordable Care Act.

**Dental Plan
(with Orthodontia)**

General Provisions	
Benefit Period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member)	\$25
Orthodontic Lifetime Maximum (per member)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Diagnostic X-Rays	100% UCR
Full Mouth/Panorex X-rays – one per 36 months	100% UCR
Tests and Lab Exams	100% UCR
Prophylaxis – two per benefit period	100% UCR
Flouride treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers – limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
Restorative Services	
Consultations & Other Exams by Specialist	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
Complex Services	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays – one every five years per tooth	80% UCR after deductible
Crowns – one every five years per tooth	80% UCR after deductible
Bridgework (Pontics & Abutments) – one	80% UCR after deductible

Partial and Complete Dentures – one every five years	80% UCR after deductible
Orthodontic Services	
Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

Vision Plan

Benefit	Provision
Benefit period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Vision Examination	(One per benefit period) \$50 per exam
Frames	(One per two benefit periods) \$75 per frame ¹
Prescription Lenses Single Vision lenses Bifocal lenses Trifocal lenses Lenticular single lenses Lenticular bifocal lenses Lenticular trifocal lenses	(One per benefit period) \$45 per pair \$55 per pair \$65 per pair \$175 per pair \$175 per pair \$175 per pair
Contact Lenses Medically Necessary Cosmetic	(One per benefit period) \$150 per pair \$80 per pair ²

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

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

¹ If frames are not required, the allowance may be applied to the cost of the lenses.

² Cosmetic contacts may be purchased regardless if frames and lenses are purchased in the same benefit period.

Hearing Plan

Benefit Period	January 1 thru December 31
Dependent Age Limit Older Age Child	26 28 Removal upon end of month
Coinsurance	100%

Benefit	Dollar Maximum	Frequency
Audiometric Exam	100% UCR	1 per 2 years
Hearing Aid Evaluation	100% UCR	1 per 2 years
Conformity Evaluation	100% UCR	1 per 2 years
Hearing Aid (\$800 maximum)	100% UCR	1 per 2 years

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

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

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



**Willoughby-Eastlake City Schools
Prescription Drug Program**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Aged Child	28	
	Removal upon End of Month	
Retail Program with Oral Contraceptives		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole) ²	\$0	30
Retail Program with Oral Contraceptives		
Immunizations ¹	\$0	N/A
Generic Copayment	\$10	34 days or 100 unit doses quantity, whichever is greater
Preferred Brand Copayment	\$30	34 days or 100 unit doses quantity, whichever is greater
Non-Preferred Brand Copayment	\$45	34 days or 100 unit doses quantity, whichever is greater
Mail Order Program with Oral Contraceptives		
Generic Copayment	\$10	90 days
Preferred Brand Copayment	\$75	90 days
Non-Preferred Brand Copayment	\$112.50	90 days

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

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

Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration

Covered:

- Diabetic Supplies: Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucowatch. If purchased with Insulin, one co-pay. If items are purchased separately, a separate co-pay will apply to each.
- Retin-A – through age 25.
- CNS Stimulants

Excluded:

- Injectables for Medroxyprogesterone Acet .
- Cosmetic Drugs – anti-wrinkle agents, hair removal, hair growth stimulants, pigmenting and depigmenting agents.
- Growth Hormones
- Infertility Medications
- Mineral and Nutrient Supplements
- Calcium Supplements

Generic Incentive: If the member or physician requests a non-preferred brand drug and a generic equivalent exists, the member pays the non-preferred brand copayment PLUS the difference between the cost of the generic drug and the non-preferred brand drug regardless of any "dispense as written" notation by the physician or the member. Note: The prescribing physician may submit a request to have the difference between the cost of the generic drug and the Non-Formulary brand-name waived due to medical necessity. If the request is approved, the difference will be waived.

Important Information for Diabetics: You may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Management Program. If you have any questions about the program and/or wish to enroll, please call 1-800-861-4826.

¹Coverage includes Preventive Medications, in accordance with Federal Law.

²Proton Pump Inhibitors (PPIs) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

Willoughby-Eastlake City Schools Custodian Evaluation Instrument

Employee Name: _____

Date: _____

School/Location: _____

Classification: _____

Evaluator: _____

Job Title: _____

A. Professional Criteria	Exceeds Expectations	Meets Expectations	Below Expectations	Not Applicable	Comments
Maintains confidentiality appropriate to work assignment					
Maintains a high level of ethical behavior that serves as a positive influence on students and staff					
Maintains a satisfactory record of attendance, punctuality and completes time sheets					
Reliable to complete a task in a timely manner					
Uses appropriate communication skills					
Is positive, cooperative and courteous to all personnel and school patrons					
Dresses and grooms appropriately for the assigned position					

A. Professional Criteria Continued	Exceeds Expectations	Meets Expectations	Below Expectations	Not Applicable	Comments
Complies with School Board policies and regulations					
Demonstrates effective organizational skills in the completion of assigned duties					
Handles duties of the position competently and with confidence without overstepping responsibilities					
Adapts to new ideas and situations					
Follows established chain of command within the system's organizational structure					
Actively supports a safe and positive environment for students and staff					
Participates in professional development activities as required					
Performs other duties as assigned by the Principal/Supervisor					
B. Performance Criteria	Exceeds Expectations	Meets Expectations	Below Expectations	Not Applicable	Comments
Is familiar with all chemicals used for cleaning and all cleaning techniques					
Inspects the school on a regular basis and makes recommendations to the principal regarding cleaning procedures					
Assists with the training of new custodial employees					
Closes building each day and sets the electronic security system when applicable					

C. Performance Criteria	Exceeds Expectations	Meets Expectations	Below Expectations	Not Applicable	Comments
Secures building each day					
Cleans and disinfects restrooms, drinking fountains and locker room floors daily					
Empties trash, replaces disposable products and removes graffiti daily					
Washes window inside and out at least once a year					
Maintains schedule of floor maintenance and/or wax treatment					
Keeps snow and ice removed from walkways and steps					
Monitors heat and ventilation for proper operation					
Informs maintenance of any problems					
Performs minor repairs as needed					
Keeps building and premises neat, clean and free of trash/debris					
Sweeps/vacuums/mops assigned areas as scheduled					
Replaces light bulbs, ceiling tiles, etc. as needed					

D. Performance Criteria	Exceeds Expectations	Meets Expectations	Below Expectations	Not Applicable	Comments
Change filters in HVAC units as scheduled					
Keeps an inventory of supplies, equipment and fuel on hand. Submits requisitions for replacements and does not order excessively					
Checks fire extinguisher and emergency/exit light monthly and submits required report					
Checks building on weekends/holidays as assigned					
Assumes responsibility for opening/closing building, shutting windows, securing doors and turning off lights					
Keeps work area clean, orderly and in safe condition					
Posts "wet floor" signs or blocks off areas when wet					
Reads labels, material data safety sheets, and follows all manufacturer's directions					
Keeps all chemical containers properly labeled					
Inspects work equipment cords, plugs, cleanliness for safety					

Supervisor's Comments:

Signature of Supervisor **Date**

Employee's Comments:

Signature of Employee **Date**



Distribution: Original – Personnel File; Copy – Principal, Employee

**Willoughby-Eastlake City Schools
Improvement Plan**



Name _____

Date _____

Follow-Up Meeting Date _____

Define the Problem:

<u>Performance Goals</u>	<u>Strategies, Activities and Timetable</u>	<u>Support Structures</u>	<u>Data Collection Method and Sources</u>	<u>Evidence for Progress</u>

Employee Signature: _____

Evaluator Signature: _____

Candidate:		Position:		Date Prepared:	07/31/19
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INTERVIEW MATRIX	
MATRIX	SCORE
EVALUATION	0.0
WORK HISTORY	0.0
QUALIFICATION TEST	0.0
SENRITY	0.0
INTERVIEW	0.0
JOB FIT	0.0
Candidate Scored 0.0 out of 50.0	

Employment History	EVALUATION	Employment History	WORK HISTORY	SENRITY	
2019-18		2019-18		Years of Exp.	
2018-17		2018-17		Score	0.0
2017-16		2017-16		QUALIFICATION TEST	
2016-15		2016-15		Test Score	
2015-14		2015-14		Score	0.0
Avg. Score 0.0		Avg. Score 0.0		JOB FIT	
				Test Score	
				Score	0.0

INTERVIEWER'S RECOMMENDATION					
Interviewer #1	Interviewer #2	Interviewer #3	Interviewer #4	Interviewer #5	AVG. SCORE
					0.0

CURRENT SCHOOL YEAR →	2019
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CLEAR WORKSHEET