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MASTER AGREEMENT  
BETWEEN THE  
TEAMSTERS LOCAL UNION NUMBER 284  
AND THE  
LOGAN ELM BOARD OF EDUCATION  
JULY 1, 2020 – JUNE 30, 2023



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## Article 1 - Recognition

- 1.01 The Logan Elm Local School District Board of Education ("Board") recognizes the Teamsters Local Union Number 284 ("Union"), as the exclusive representative of all regular full-time Bus Drivers, regular full-time Custodians, and regular full-time Mechanic/ Maintenance employees. The bargaining unit excludes all other employees including Cooks, Secretaries, substitutes, management-level employees, supervisors, fiduciary, confidential, seasonal and/or casual employees as defined by SERB and any other employees excluded from the definition of "public employee" in R.C. Chapter 4117.
- 1.02 The "Board" includes the Logan Elm Local School District Board of Education and all administrators and supervisors with authority to act on its behalf.
- 1.03 School employees have the right to join or not to join any lawful organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.
- 1.04 The Board will deduct from the paycheck of each unit member who signs and submits to the Treasurer a Union dues authorization card, the annual dues for membership in the Union and, if authorized, the D.R.I.V.E. program. This amount shall be divided equally and deducted from each paycheck during the months of September through August of each school year. The Union shall notify the Treasurer of the amount of such dues and of any changes each year by August 1.

A direct deposit in the amount of the total dues withheld from those unit members authorizing dues deduction will be tendered to the Teamsters State Treasurer with fifteen (15) days of the date of making the deductions. A list of those from whose paychecks the deductions were made will accompany the check.

Deductions will ordinarily begin with the first regular payday of the month following submission to the Treasurer of the dues authorization card. If a union member revokes authorization for deducting dues, deductions will cease with the first regular payday following the District Treasurer's receipt of the written revocation. The Board is not responsible for deduction of dues owed prior to the Treasurer's receipt of the unit member's authorization card or subsequent to revocation of such authorization.

Subject to approval by the Treasurer, employees may require additional payroll deductions if seven (7) or more bargaining unit members wish to enroll.

- 1.05 The Teamsters Local Union Number 284, on behalf of itself and on behalf of the International Brotherhood of Teamsters, shall indemnify the Board, its members, and its administrative and supervisory non-bargaining unit members, including but not limited to the Board's Treasurer and Superintendent (all hereinafter, "the indemnitees"), for, and hold them harmless from any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article, including but not limited to Section 1.04.

## **Article 2 - Negotiations**

- 2.01 If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than April 15th nor earlier than March 15th of the year in which this Agreement expires. Notification from the Union shall be to the Superintendent and notification from the Board shall be to the Union President.
- 2.02 The parties shall set a date for an initial meeting which will be no later than thirty (30) days after receipt of the initial notice unless a different date is mutually agreed upon.
- 2.03 Typed proposals shall be detailed and specify that to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting; no additional proposals may thereafter be submitted except by mutual agreement. Provisions of this Agreement that are not implicated by either party's initial proposals will become a part of any successor agreement.
- 2.04 Meetings shall be scheduled at reasonable intervals, places, and times to avoid conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting.
- Meetings shall be closed to the press and the public.
  - Either party may caucus for a reasonable period at any time.

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

2.05 Bargaining teams shall be limited to five (5) representatives of the Board and five (5) representatives of the Union, plus each party's legal representative/consultant.

2.06 Neither party shall make a release to the news media or use social media regarding bargaining prior to a declaration of impasse.

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

When tentative agreement is reached on all items, the full agreement will promptly be submitted to the Union for ratification and a ratification vote will be held within three (3) days. Thereafter, the tentative agreement will be promptly submitted to the Board for ratification. Upon such ratification by both parties, the successor agreement will be executed.

2.08 If the parties are unable to reach tentative agreement on all items by June 15 of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service. The mediation period will end with the expiration of this Agreement unless extended to some subsequent date certain by mutual agreement. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. Upon expiration of the mediation period provided for above, the Board may implement its last offer and the Union may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

### **Article 3 – Board of Education Rights**

3.01 Except as modified by an express provision of this Agreement, the Board reserves and retains all authority conferred on it by law to manage the affairs of the District, including but not limited to, the authority specified in Section 4117.08 of the ORC. The exercise of judgment and discretion by the Board and its agents with respect to such managerial authority requires neither advance consultation with, nor the agreement of, the Union with respect to either the managerial decision or its effects.

#### **Article 4 - Union Stewards, Union Representatives and Union Rights**

- 4.01 The Employer agrees to recognize stewards as elected by the Union.
- 4.02 The Union may elect Steward(s) who shall be a regular employee and shall perform his regular duties as such but shall be the Union representative on the job. In the absence of the Steward, an Alternate Steward may be assigned by the Union to perform the duties of Steward. The function of a Steward should be to report to the Union Business Agent, meet with the employer and employees to investigate and resolve grievances, attend investigatory interviews when requested by an employee, attend negotiations, attend Labor/ Management Meetings and any other meetings with the Employer that the Union needs assistance with which would normally involve and/or require the Union's involvement. All union-related duties of a steward or alternate steward shall be performed outside the employee's regular workday, and without additional pay, unless the employee is requested to attend a discipline/grievance meeting by the Superintendent, or designee during the employee's workday.
- 4.03 A duly authorized Business Agent of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting any business of the Union. However, the representatives shall first make their presence known with advance notice to the District Office and state the nature of the matter involved. Such visits shall be limited to the purposes of determining whether the provisions of this Contract are being observed. The Employer will make reasonable efforts to accommodate such requests, giving due regard to the nature of the matter, safety, and its own needs. Representatives who are not employees shall be subject to all regulations of the employer applicable to non-employees. Such visits shall not occur during the workday of any employee and shall not interfere with or disrupt the operations of the school district or any department thereof, except by mutual agreement between the Union and the Superintendent or designee to resolve disputes or grievances.
- 4.04 A copy of the collective bargaining agreement may be supplied to new employees by the Union Steward.
- 4.05 The Union should be allowed to use facilities of any building for Union meetings provided that no other school related activities are scheduled for the area and time requested. Such requests will be granted upon fulfillment of Board policy regarding use of facilities.

### **Labor Management Committee**

- 4.06 The Employer and the Union agree labor and management meetings are important part of collaborative labor relations. The parties agree to schedule meetings on an as needed basis, up to two (2) times per year, at times outside the employee workday at the Board office. The parties further agree these meetings will be used to resolve differences, not as a part of the grievance procedure or a forum for collective bargaining.

### **Orientation Sessions**

- 4.07 The Board shall afford the steward an opportunity to introduce themselves to a newly hired employee of the bargaining unit as identified in the recognition clause and to make presentation not to exceed ten (10) minutes concerning this agreement after such employee begins work.

### **Union Rights to Information**

The Board shall provide to the union a Seniority roster of all bargaining unit employees on October 30th of each school year and annually thereafter. The roster shall indicate the employees' present classification and most recent date of hire.

### **Printing of Contract**

- 4.08 The Union and the Board shall share the cost of printing the contract equally.

## **Article 5 - Reduction in Force**

- 5.01 When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized. A Reduction in Force may occur for the following reasons:
- A. Decline in student enrollment in the District or a particular program/class;
  - B. Return of an employee from a leave of absence;
  - C. Suspension of schools or territorial changes affecting the District;
  - D. Financial reasons;
  - E. Job abolishment (which could include the closure of one or more school buildings);

- 5.02 The following classifications shall be used for the purpose of defining classifications in the event of a layoff:
- Bus Drivers
  - Head Custodian
  - Custodians
  - Mechanics
  - Head Maintenance
  - Maintenance
- 5.03 Within each classification affected, the Superintendent will give preference first to employees under continuing contracts and then employees will be laid off by classification seniority, with the least senior employee laid off first. Continuing contract employees shall have recall rights as authorized by law.
- 5.04 In the event of a reduction in force, the Board shall notify the union at least fourteen (14) calendar days before the reduction takes effect. Within ten (10) calendar days of such notification, a meeting may be scheduled at the request of the Union to discuss the reduction. In the event of a recall, the union will be notified as soon as possible. Advanced notice of a reduction shall not be required in the event of a reduction caused by an employee returning from a leave of absence.
- 5.05 An employee whose name appears on the recall list shall be offered re-employment in order of system seniority when a position in the bargaining unit becomes available that the laid off employee has previously held and for which the laid off employee is qualified, as determined by the Superintendent. Written notice of such vacancy shall be sent by certified mail to the employee's last known address. It is the employee's responsibility to keep his/her current address on file with the District for this purpose. If the employee fails to accept re-employment, in writing, post-marked within ten (10) calendar days from the date of the notification or attempted delivery, said employee will be deemed to have rejected the offer and will be removed from the RIF list. Employees shall remain on the RIF list for twenty-four (24) months from their last day of active service unless they fail to accept recall or waive their recall rights in writing prior to that time.
- 5.06 A continuing contract employee who is laid off shall not lose the right of restoration to continuing contract service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed by the Board. Employees on the recall list may accept substitute positions without prejudice to their standing on the recall list if such employee is qualified to perform the substitute work, as determined by the Superintendent. Such employees will be given priority over other substitutes.



- 5.07 The Board will provide the Union Business Agent with a seniority list by October 30 of each school year. The list will include hire date and the type of contract (limited or continuing) held by the employee. Employees and/or the Business Agent shall have thirty (30) days to contest any inaccurate information contained on the seniority list. If no adjustments are necessary, the seniority list will be final until November 30th of the following school year.

### **Article 6 - Posting, Bidding, and Transfer**

- 6.01 When a vacancy occurs in any classification, notification of the vacancy shall be posted on the District's web site for five (5) workdays and emailed to all bargaining unit employees. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- 6.02 All applications for any posted position will be submitted via email. Failure to submit an application in a timely manner shall void any application.
- 6.03 In filling the vacant position, the Board may consider internal and external candidates for the job and will make the placement decision based upon the Superintendent's assessment of what is in the best interests of the District.
- 6.04 Vacancies, promotional and/or new hire opportunities may be posted on the Union bulletin board by the Union Steward; the posting shall contain a description of the position and essential duties and minimum qualifications.
- 6.05 In the hiring or promotion of a bargaining unit position, the Union will have the option to have a Union steward or alternate steward, sit in on the first-round interview of all candidates for the position.
- 6.07 The following factors, in order of their priorities, shall govern selections for voluntary transfers for Head Custodian, Head Maintenance, Head Mechanic, and OBI Instructor:
- a. Qualifications
  - b. Demonstrated and reasonable needs of the District
  - c. Seniority.

The following factors, in order of their priorities, shall govern selections for voluntary transfers for Custodian, Maintenance, Mechanic, and Bus Driver:

- a. Qualifications
- b. Demonstrated and reasonable needs of the District
- c. Seniority.

When a transfer is not approved, the superintendent, or his/her designee,

shall notify the staff member stating the transfer was not approved. Notice shall be given to the staff member after proper consideration has been given to the request.

6.08 **Involuntary Transfer/Reassignment**

A conference shall be held between the staff member and the supervisor, explaining the reasons for the transfer.

6.09 **Additional Work Assignments**

Employees shall be offered overtime/extra time opportunities on the basis of seniority within their classification of work (head custodians shall be included in the custodial classification). Employees shall be offered overtime/extra time opportunities on the basis of seniority within their building first and then seniority within the classification. Overtime/extra time shall not be offered to a substitute until an attempt has been made to offer it to every employee within the classification, except in case of emergency. All overtime/extra time must be approved in advance by the employee's direct supervisor. In the event all employees within the classification decline the overtime/extra time opportunity, the supervisor may assign the work to an employee within that classification.

All overtime/extra time must be approved in advance by the employee's direct supervisor.

6.10 An employee who is promoted from a position within the Bargaining Unit to a position outside the Bargaining Unit shall continue to accumulate seniority in the Bargaining Unit for a period of thirty (30) days. At the conclusion of said thirty (30) day period, the employee loses all rights and privileges provided in the Labor Agreement.

**Article 7 - Leave**

7.01 **Sick Leave**

A. Each employee shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. All bus drivers shall likewise be entitled to fifteen (15) days per year. A maximum of five (5) days of sick leave, which has not yet actually been earned, may be advanced, upon written request, in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck.

B. Sick leave may be accumulated up to a total of 300 days.

C. Sick leave, upon approval of the appropriate administrator, may be used for:

1. Personal illness or injury.
2. Exposure to contagious disease, which could be communicable to other employees.
3. Illness or injury in the employee's "immediate family." "Immediate family" is defined for this purpose as:

Spouse, parent, child, brother, sister.

4. Illness caused by the employee's pregnancy; illness in this case is defined as circumstances certified by a physician requiring additional accommodations or leave.
5. Death in the employee's "family." "Family" is defined for this purpose as:

parents, parents-in-law, sister, sister-in-law, daughter, daughter-in-law, grandparents, grandchildren, son, son-in-law, husband, brother, brother-in-law, wife and such other persons who may live with the employee as a member of the household or who, by reasons of special circumstances, stand in the place of the above- enumerated individuals, including, but not limited to, "step" relatives.

D. In the case of sick leave use for an employee's immediate family, the employee may not use more than three days of sick leave and only when absence from duty is required because of personal responsibilities and/or personal bereavement. Personal leave days may be used, in accordance with the provisions of Section 7.02 below, for days needed in addition to the approved days allowed for members of the immediate family, or to attend the funeral of a close friend or relative not listed for approved bereavement leave.

The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.

E. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave may be utilized in one-half (1/2) day increments and in the case of medical or dental appointments, employees shall be required to use one-half (1/2) day increments to attend such appointments unless they obtain the prior approval of the immediate supervisor. Where a bus driver has a mid-day pre-school route, the bus driver may use sick leave in one-third (1/3) day increments.

- F. An employee will, whenever possible, notify his/her supervisor of any absences three (3) days before the absence, but in all cases, by at least one and one-half hours before the work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute. An employee's direct supervisor can waive this notice requirement in his/her sole discretion.
- G. The employee must submit a signed statement to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If absent for five consecutive days or more, a signed physician's statement may be required.
- H. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment. The Board maintains the right to investigate any employee's absence or pattern of absences, to require a physician's or other certified medical provider, such as a Nurse Practitioner, written certification of the nature of any illness or injury of an employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense.

7.02

**Personal Leave**

- A. Each employee shall be granted four (4) days personal leave per school year. No more than ten (10%) percent of the employees in a classification can take personal leave at the same time, without the approval of the immediate supervisor. Further, personal leave shall not be used during the first week of school or the last week of school, unless approved by an employee's immediate supervisor. If a classification only has one employee, then that employee will not be subject to the ten percent (10%) cap above.
- B. All absences for personal leave must be requested through the employee's supervisor. The request for personal leave must be submitted at least three (3) workdays prior to any intended absence except in case of emergency. Absences for personal leave shall not exceed four (4) days in a school year.
- C. At the end of June, up to two (2) days of unused personal leave may be converted to an amount equal to one hundred ten dollars (\$110) per unused day. Should an employee not use his/her personal leave by the end of June, the remaining days, not to exceed two (2), will be automatically converted. Payment will be made in the second pay of July.

7.03

**Family and Medical Leave**

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The twelve (12) month period is defined as a “rolling” twelve (12) month period measured backward from the date an employee uses any FMLA leave. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

7.04

**Jury Duty/Court Leave**

- A. All absences for jury duty/court leave must be requested in writing through the employee’s supervisor.
- B. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
- C. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee’s compliance with a subpoena to appear in a court of law, provided that: (1) neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (2) the court appearance is somehow connected with the employee’s employment or school activities (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity).
- D. Such leave shall not be deducted from the employee’s sick leave or personal leave, except that an employee may use his or her personal leave for an absence required by court subpoena that does not come within the terms of paragraph (C).

7.05

**Military Leave**

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

7.06

**Unpaid Leave**

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

7.07

**Vacation Leave**

Employees on a full-time 11 or 12-month contract are entitled to two (2) weeks' vacation each year after the first full year of employment. An employee must work ten (10) years before being entitled to three (3) weeks of vacation. After fifteen (15) years' service, one (1) day of vacation is accumulated for each year worked past year fifteen (15) until the employee reaches a maximum of twenty (20) days' vacation for twenty (20) or more years of service.

Vacation leave shall accrue at the appropriate rate on the first day of each month. Vacations shall be scheduled with the approval of the immediate supervisor.

An employee may request up to three (3) days of unpaid leave as a result of unique circumstances that necessitate such leave. The Superintendent may grant such request in his/her sole discretion. The Superintendent's decision on such leave shall not be subject to the grievance procedure.

Employees' anniversary date (first day of work) shall be the basis for vacation eligibility.

7.08

Any employee who becomes hospitalized while on vacation due to a serious health condition through no fault of their own or has a death in the family while on vacation that causes the employee to return early from vacation, may convert vacation time to sick leave and be eligible to take the rest of their vacation later.

7.09

Any unused vacation days at the end of the contract year may be carried over to the next contract year. However, no employee shall be permitted to accrue more than two (2) years of vacation leave, plus earned but unused vacation leave for the current year, at any time. Any unused days beyond this amount shall be extinguished at the end of the contract year.

7.10

Bargaining unit employees hired prior to the effective date of this Agreement shall retain their existing vacation leave accrual until the earlier of June 30, 2023 or the use of such vacation leave by the employee. After June 30, 2023, no employee shall be permitted to accrue more than two (2) years of total vacation leave, plus earned but unused vacation leave for the current year. Any vacation leave that exceeds this amount after June 30, 2022 shall be extinguished. Bargaining unit employees hired after the effective date of this Agreement who have prior service with the county or any other political subdivision of the State of Ohio, or who were employed by the Board previously and are re-employed, except retire/rehire situations shall be credited with prior vacation service credit. It is the bargaining unit employee's responsibility to provide the Employer with proof of such prior vacation service credit.

7.11 Upon separation from employment, a bargaining unit employee shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued for the two years immediately preceding separation and the prorated portion of earned but unused vacation leave for the current year.

7.12 Days designated by the Board as holidays shall not be charged to vacation leave.

7.13 In case of the death of a bargaining unit member such accrued and unused vacation leave shall be paid in accordance with R.C. 2113.04 or to his estate.

7.14 **Assault Leave**

Any member of the bargaining unit who is physically disabled, as certified by a physician, and such disability is directly related to an assault, will be eligible for assault leave, up to a maximum of fifteen (15) days. The assault must have occurred during the course of the employee's job duties in order to be eligible for assault leave. The employee shall provide medical certification by a physician. Prior to approving the leave, the Superintendent may require additional certification following an examination from a licensed physician chosen and paid for by the Board. Falsification shall be grounds for suspension or termination of employment. Assault leave benefits will not be paid if Workers' Compensation benefits are paid to the employee.

**Article 8 – Holidays**

Nine (9) month employees shall be paid with time off from work at their regular rate of pay for the following holidays:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Thanksgiving Day |
| Martin Luther King Day | Christmas Day    |
| Memorial Day*          | Good Friday      |
| Labor Day*             |                  |

\*Only when in an employee's approved contract year

In addition to the above referenced holidays, twelve (12) month employees may be entitled to the following holidays depending on their schedule:

- |                           |                          |
|---------------------------|--------------------------|
| Friday after Thanksgiving | Christmas Eve (1/2 day)  |
| Day after Christmas       | New Year's Eve (1/2 day) |

President's Day  
Pumpkin Show Friday

Independence Day  
Monday After Easter (if  
worked, employees will get  
time and one-half normal wage  
rate, if considered make-up)

In order to be eligible for holiday pay, employees must work all scheduled hours the day before and the day after the holiday. Employees may, however, use personal leave and/or vacation leave and still receive holiday pay, subject to the limitations on the use of vacation and personal leave set forth in Article 7.

Should a twelve (12) month employee be required to report to work on a holiday, the employee shall receive holiday pay in addition to their regular hourly rate for all hours worked on that day.

### **Article 9 - Probation, Suspension, Demotion and Termination**

- 9.01 All employees new to the bargaining unit are employed on a probationary basis for the first one hundred eighty (180) actual working days of their employment. Only days an employee actually spends on the job count toward the one hundred eighty (180) days period, i.e., leaves of absence, etc., do not count. For purposes of this Article, up to ten (10) calamity days will be considered as actual working days. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081 and shall initially receive a one-year contract of employment.
- 9.02 During the probation period, the Superintendent may remove a probationary employee from employment at any time upon written notice to the employee stating the effective time and date of the removal. An employee may be terminated or laid off by the Superintendent during the probation period at the Superintendent's sole discretion with no recourse to the grievance procedure or to any other legal challenge.
- 9.03 During the probationary period, the employee shall have no seniority rights. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.
- 9.04 During the probationary period, the Supervisor will administer a performance review within the first ninety (90) workdays.
- 9.05 Once an employee is retained beyond the probation period, an employee will be subject to the following discipline procedure. No employee shall be disciplined except for just cause, which shall include, but not be limited to, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules or personnel policies of the Board or



administration, discourteous treatment of a member of the public, a parent, a student, an administrator, or fellow employee, and/or any other acts or omissions which constitute misfeasance, malfeasance, or nonfeasance.

9.06 **Penalties for disciplinary action include:**

- Oral Reprimands
- Written Reprimands
- Suspension
- Demotion/discharge
- Other Mutually Agreed Discipline

Discipline will generally be progressive in nature while taking into account factors such as the seriousness of the violation and previous discipline history. Certain offenses are serious enough to warrant suspension and/or demotion/discharge without regard to previous reprimands or discipline.

9.07 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or discharged, the Superintendent or his designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action and a summary of the grounds upon which such action would be based. The employee is entitled to Union representation at this hearing. The employee may then respond to, refute, deny, or otherwise challenge the charges. After the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his or her decision and its effective date and time. He or she shall provide such notice by hand-delivery or certified mail or school email.

9.08 A non-probationary employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification or discharge within the time frame set forth in the grievance procedure. Oral and written reprimands may be subject to the grievance procedure; however, they will not be subject to arbitration.

9.09 Verbal and written reprimands shall not be used for purposes of the progression of discipline beyond two (2) years for verbal reprimands and three (3) years for written reprimands from the date of issuance, unless there is intervening discipline within the stated time frame.

9.10 This Article supersedes and takes the place of ORC sections governing the discipline of employees, including ORC §3319.081.

9.11 An employee and the Union Steward will be notified if an investigation is

initiated that could lead to disciplinary action. Disciplinary action will be administered within seven (7) workdays of the conclusion of the investigation into a disciplinary matter.

- 9.12 Employees shall be provided a copy of all discipline. When an employee is provided or shown a copy of written reprimands or other disciplinary documents, the employee shall acknowledge such receipt or opportunity for review by affixing his/her signature indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.

### **Article 10 - Wages**

10.01 **Hourly Rates**

See Appendix A.

10.02 **Pay Dates**

There shall be 26 equal, bi-weekly paydays. Payday shall occur every other Friday, unless such Friday is a bank holiday. Due to the calendar creep, once every several years, there will be a gap between annual twelve month pay cycles.

All employees are required to have their pay checks direct deposited. The Board shall provide direct deposit of employee paychecks to the financial institution of the employee's choice. The financial institution must be part of the Automated Clearinghouse (ACH) system. In the event that the pay date falls on a holiday, the electronic transfer shall take place the workday prior to the holiday.

Direct deposit information shall only be sent through electronic mail to the employee's school email address. Information delivered by electronic mail shall not include confidential information such as social security numbers or bank account information.

No paychecks or direct deposit information will be distributed prior to payday except direct deposit information delivered by electronic mail will be sent out no later than the day preceding the pay date.

- 10.03 Either party may reopen negotiations for wages and insurance only in the Spring of 2022 in accordance with the procedures set forth in Article 2 ("Negotiations") of the Collective Bargaining Agreement.

## Article 11 - Seniority

- 11.01 Seniority as used in this Agreement shall mean the length of continuous service from the employee's initial date of hire, including periods of layoff of less than two (2) years. Current employees' seniority dates with the Logan Elm School District shall remain their seniority date so long as they remain continuously employed by the Board.
- 11.02 "Classification Seniority" shall mean the length of employment in a particular job classification from the employee's most recent date of entry into the employee's job classification. Job classifications shall correspond with the job classifications contained in this Agreement.
- 11.03 Employees who are hired on the same date shall be listed on the seniority list by date of application; if two or more people applied on the same date, then seniority will be determined by alphabetical order of last name.
- 11.04 An employee will retain his/her seniority from one school year to the next in the case of bus drivers, and will accrue seniority during the summer months, even if the employee does not drive during the summer months.

## Article 12 - Grievance Procedure

- 12.01 A "grievance" is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. There shall be an earnest, honest, and prompt effort to settle differences. A grievance shall be handled as follows:
- 12.02 Nothing herein shall prohibit any grievant from discussing his/her grievance informally with the Union or the Employer.
- 12.03 Initiating and Processing a Grievance

### **Step One: Informal**

Any unit member having a grievance shall first discuss such grievance with his/her supervisor within seven (7) calendar days of the occurrence of the act or event on which the grievance is based and may be accompanied by the Union Steward.

### **Step Two: Supervisor**

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with the Supervisor. The written grievance shall be on a form attached as Appendix B. The grievance shall be signed by the Employee.

The grievance must be dated and must state the allegation on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated, and the relief or remedy requested. A copy of such grievance shall be filed within ten (10) calendar days after the act or occurrence upon which the grievance is based. If such grievance is not lodged within ten (10) calendar days after the act or occurrence which is the basis of said grievance, said grievance shall be deemed waived. Within ten (10) calendar days after receipt of the written grievance, the supervisor will conduct a meeting with the grievant and the Union steward to discuss the grievance and attempt to resolve it. Within ten (10) calendar days following this meeting, the supervisor will state the decision in writing on the grievance form (using attached sheets, as necessary) and provide a copy to the grievant.

### **Step Three: Superintendent**

If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may, within ten (10) calendar days of receipt of such decision, file the grievance with the Superintendent. The Superintendent and the grievant and Union's Business Agent or his designee shall meet within ten (10) calendar days after the grievance has been received by the Superintendent to discuss the grievance. The Superintendent shall answer the grievance within ten (10) calendar days after the meeting has been held by sending a copy of the disposition to the grievant and Union's Business Agent or his designee. Failure to file the grievance at Step Three within ten (10) calendar days from receipt of the Supervisor's decision shall be deemed a waiver of the grievance and any right to appeal.

### **Step Four: FMCS Mediation**

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Union may request Federal Mediation & Conciliation Service (FMCS) mediation. The notice of mediation request shall be sent to the Superintendent. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Union will request that FMCS appoint a mediator. Failure to file such request within ten (10) days from receipt of the Superintendent's disposition of the grievance shall be deemed a waiver of the grievance and any right of appeal.

### **Step Five: Arbitration**

If the grievant and the Union are not satisfied with the Step Four results, the Union must notify the Superintendent, in writing, within ten (10) calendar days after mediation concludes (or within ten (10) calendar days after receipt of the Step Three disposition when mediation is not requested), if it intends to arbitrate the grievance. The Union shall decide whether or not to file for arbitration.

If the Union decides to proceed to arbitration, it shall make written request to the American Arbitration Association with a copy to be furnished to the Superintendent, for a list of nine (9) arbitrators. Either party may request that a second list of nine (9) arbitrators be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding. If a court reporter is requested, the cost shall be borne by the party making the request, provided that if both parties request a transcript the cost of the reporter and transcripts shall be borne equally by both parties.

12.04 **Miscellaneous**

- A. A grievance may be withdrawn at any level without prejudice or precedence.
- B. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.
- C. A separate file for grievances will be kept in the Superintendent's office.
- D. The grievant shall have the right to be represented by a Union representative at any level of this procedure. Notwithstanding ORC §9.84, the Union has the sole and exclusive right to represent the grievant during this process.

**Article 13 – Extra Trips**

13.01 Compensation for extra trips shall be paid at the field trip rate of \$12.43 for the 2019-2020 school year. Each year, the field trip rate shall increase by the same percentage as the base rate of pay for bus drivers (i.e., 2.25% for the 2020-2021 school year and 2.5% for the 2021-2022 school year). Drivers are required to stay at the event except when on an approved meal break. There will be a two-hour minimum for all extra trips. If drivers are required to perform a pre-trip inspection prior to driving an extra trip, they will be compensated for an extra fifteen minutes.

13.02 A committee will be formed to discuss the issue of bidding bus routes and extra trips by seniority. This process will not be subject to mediation or any other dispute resolution procedure.

## **Article 14 - Insurance & Health Benefits**

### 14.01 **Eligibility**

Eligibility to participate in insurance fringe benefits under this Article shall be as set forth in Appendix C.

### 14.02 **Hospitalization and Medical**

A. Should the proposed “excise tax” (Cadillac Tax) be imposed any time during this contract, bargaining shall be immediately opened to negotiate insurance benefits to avoid any government-imposed fees. It is understood that the Board will not incur any excise tax on benefits.

B. Spouses employed by the Board are eligible for one family health insurance plan and one family dental insurance plan.

C. The Board will provide an Internal Revenue Code Section 125 plan under which the employee’s insurance contributions, non-reimbursable medical expenses, and childcare expense allocations are covered consistent with applicable legal requirements.

#### D. **Open Enrollment**

Eligible employees and their family members may only enroll during the month of employment, at a change in status (marriage, birth, adoption), or in November of each year.

E. Employees’ health insurance rates go into effect during the month in which the District’s rates increase.

### 14.03 **Dental and Vision**

Each eligible employee may enroll in a dental and/or vision insurance program. Eligibility and premiums for the dental and vision insurance program shall be as set forth in Appendix C.

### 14.04 **Term Life Insurance**

The Board shall purchase from a carrier licensed by the State of Ohio a term life insurance policy of \$30,000 for each member of the bargaining unit.

### 14.05 **Unpaid Leaves of Absence**

Any insurance coverage provided when an employee is not in paid status (i.e., actively working or on paid leave) or taking leave under the Family Medical Leave Act shall be at one hundred percent (100%) employee cost. An employee will not receive Board-paid fringe benefits while on an unpaid

leave of absence, unless the employee pays one hundred percent (100%) of the cost of such fringe benefits. To continue to receive health insurance benefits during an unpaid leave of absence, an employee must pay one hundred percent (100%) of the premium prior to beginning the unpaid leave of absence. Additionally, any employee taking an unpaid leave of absence will be required to sign an authorization, permitting the Treasurer to deduct from the employee's future pay, any health insurance costs incurred by the Board on behalf of the employee during the period of unpaid leave. Such authorization must be signed prior to beginning the unpaid leave of absence. The provisions of this Section 14.05 must be satisfied in addition to the provisions of R.C. 3319.13 for an employee to be granted an unpaid leave of absence. The provisions of this Section 14.05 shall also prevail over any conflicting provision of R.C. 3319.13 with respect to an unpaid leave of absence.

14.06

**New Insurance**

- A. New insurance begins on 1/1/21 to avoid employee tax consequences related to H.S.A. contributions and enable the Board to transition employees to the new plan;
- B. The contract with the insurance carrier includes a fixed cost for the Board of Education's share of the premiums that reflects the guaranteed rates for the plan from 2021- 2023. See attached Appendix C. Any excess cost will be paid solely by the employee;
- C. The Board reserves the right to change carriers at the end of the contract without agreement of the Union;
- D. Premiums – See attached Appendix C. Each employee is required to affirmatively enroll in or opt-out of the plan each year. If an employee does not submit his/her enrollment/opt-out paperwork in time, the employee's contribution for the year will be: 25% for single coverage and 50% for family coverage.

**Article 15 - Severance Pay**

15.01

An employee with ten or more years of service to the Board shall, at the time of retirement, be paid for one-fourth the value of his/her accrued sick leave credit, not to exceed sixty (60) days.

15.02

To be eligible for severance pay, an employee must meet the qualifications for retirement set forth by the State Employees Retirement System. Application for severance pay shall be made through the Office of the Treasurer on forms furnished by the School District. Documentation of retirement from SERS is required and must be presented to the Office of the Treasurer within ninety (90) days of an Employee's last day worked to receive severance pay.

- 15.03 Compensation shall be based on the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. The amount shall be paid in lump sum to the retiree within thirty (30) days of the District's receipt of proof of retirement, but in no event shall payment be made before the employee's last day of work.

**Article 16 – Relation to State Law/Strikes**

- 16.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty (30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have not been invalidated shall continue in full force and effect in accordance with their terms.
- 16.02 It is agreed that during the term of this Agreement, neither the Union nor employees covered by this Agreement shall sanction or participate in any strike, slowdown, work stoppage, boycott, walkout, sympathy strike, picketing or any other interference with work of any kind. It is also agreed that during the term of this Agreement, there shall be no lockout of employees by the Board.
- 16.03 Employees taking part in, or assisting or supporting such a strike, work stoppage, boycott, walkout, slowdown, sympathy strike, picketing or other interruption of operations prohibited by this Agreement shall be subject to immediate discharge.
- 16.04 In the event of activity prohibited by this Article, the Union shall notify its members involved that such activity is not authorized or condoned by the Union and such activity should cease and desist.
- 16.05 It shall not be a violation of this Agreement or cause for disciplinary action should any employee refuse to enter upon any property or cross any primary picket line of any employer other than the Board which has been recognized by any Teamsters Local, unless the employee is required to enter upon the property or cross the primary picket line as part of his/her job duties.



### **Article 17 – Bulletin Boards**

- 17.01 The Employer agrees to provide bulletin boards in the bus garage for use by the Union only. It is understood that no material may be posted on the bulletin board which contains an attack upon any other employee or the Board. Upon completion of the new school building, one centralized Union bulletin board should be provided in addition to the bulletin board in the bus garage for the posting of such information.
- 17.02 All Union notices of any kind posted on the bulletin board shall be signed and posted by the Union Business Agent or by the Steward, as directed by the Business Agent.
- 17.03 No Union materials, of any kind, may be posted anywhere in the Employer's facilities, or on the Employer's equipment; except on the bulletin board designated for use by the Union. However, the Union may put notices to members in their mailboxes.
- 17.04 At the end of each month, Union stewards are responsible for the removal of any expired notices from the bulletin board.
- 17.05 Upon the request of the Employer or its designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

### **Article 18 – Employee Evaluation**

- 18.01 An annual evaluation of an employee's job performance shall be examined by the employee and initialed by him/her prior to being placed in his/her file. Such signing or initialing does not mean that the employee agrees with the evaluation, only that the employee has examined the evaluation.
- 18.02 Any employee can request to see and will be permitted to examine his or her personnel file, so long as the employee does not remove any article from the file.

### **Article 19 – Personnel Files**

- 19.01 An employee shall be informed of any complaint which is directed toward the employee if such will become a part of the employee's personnel file. An unsubstantiated complaint would not be placed in an employee's personnel file.
- 19.02 An employee shall have the right to reply, in writing, to any critical material contained in the personnel file, which the employee believes to be in error. Such reply will be placed in the employee's personnel file along with the document or documents to which it relates.
- 19.03 Employees shall have only one (1) official personnel file located in the district office.

## **Article 20 – General Provisions**

- 20.01 The Board may, in its discretion, implement GPS devices if it deems appropriate. The Board shall provide the Union with at least thirty (30) days advance notice and meet with the Union, upon request, prior to installing, instituting, or implementing GPS devices. The Board may use any and all data collected through the use of GPS devices for any lawful purpose. The Board shall disclose the location of all GPS devices prior to activation and will permit the Union to review information collected from the GPS devices during any disciplinary investigation.
- 20.02 The Board may obtain a waiver to any provision of this Agreement in accordance with the following procedure. The Superintendent, or designee, will meet with the Business Agent, or designee, and Union Steward in an attempt to resolve the issue. If the parties are unable to reach agreement, the Board and the employee involved may agree to a waiver as long as no precedent is set, no other employees are adversely affected, and the Union is given notification of the Agreement.
- 20.03 The Board will send a copy of the agenda and minutes to the Union Steward and Business Agent via email for each Board meeting.
- 20.04 If requested, the District will provide one (1) winter plug, selected by the District, upon employment with the District. The District will pay \$150 per year for electricity. This may be taxable income.
- 20.05 The District will reimburse, up to \$300 per calendar year, for damage to an employee's personal tools that are used in the course of their employment at the District. To receive the reimbursement, an employee must present a receipt and the damaged tool(s) to the Treasurer's office at the time of reimbursement. The following positions are eligible for the foregoing tool reimbursement: Mechanic, Maintenance, and the Head Custodians.
- 20.06 Bus washing shall be approved, in advance, by the Transportation Director. A driver will be paid their regular hourly rate for time spent washing their bus.
- 20.07 The District will continue to pay for the annual bus driver T-8 physical.
- 20.08 If the Mechanic is required to drive a bus route or extra trip, the Mechanic will be paid his/her regular hourly rate as a Mechanic during such route or trip.
- 20.09 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated

to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

- 20.10 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practices, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- 20.11 As required by Section 3302.10(P) of the Ohio Revised Code, the provisions of Section 3302.10 are incorporated into this Agreement by reference.
- 20.12 Amendments may be made at any time by mutual agreement in writing.
- 20.13 This Agreement shall become effective on July 1, 2020 and remain in effect through June 30, 2023.

**For the Logan Elm Local School  
District Board of Education**

Deborah A. Shaw  
President

[Signature]  
Superintendent

[Signature]  
Treasurer

**For Teamsters Local Union  
Number 284**

Brian Bernwardt  
Recording-Secretary

[Signature]  
Steward

Theresa C. Marshall  
Steward

[Signature]  
Negotiating Committee

James [Signature]  
Negotiating Committee

[Signature]  
Negotiating Committee

Date: 1/28/21

Date: 2/15/2021



**TEAMSTERS LOCAL UNION 284  
OFFICERS  
AND  
BUSINESS AGENTS**



**MARK VANDAK  
JOE SPAHR  
BRIAN BASHAM  
BRIAN BARROWMAN**

**PRESIDENT  
SECRETARY-TREASURER  
VICE-PRESIDENT  
RECORDING SECRETARY**

**JOSH KINCAID**

**BUSINESS AGENT**

**BJ WILSON  
FRED PRICE  
BILL MERDEATH**

**TRUSTEE  
TRUSTEE  
TRUSTEE**

**TEAMSTERS LOCAL UNION NO. 284  
555 E. RICH STREET  
COLUMBUS, OHIO 43215  
(614) 228-0727  
(800) 237-1201**

*Logan Elm Local Schools  
Teamsters Salary Schedule  
Fiscal Year 2020-2021*

Classifications	Days	Holidays	0	1	2	3	4	5	6	7	8	9	10	15	20	25
*Bus Driver (FTR = \$12.71)	187	7	19.92	20.22	20.62	20.95	21.32	21.72	22.10	22.48	22.79	23.15	23.48	24.02	24.44	24.79
Bus Mechanic	260	14	21.36	21.68	21.96	22.29	22.56	22.94	23.25	23.56	23.87	24.18	24.47	25.01	25.44	25.79
Head Maintenance	260	14	20.85	21.22	21.59	21.92	22.28	22.75	23.10	23.39	23.81	24.14	24.47	25.01	25.44	25.79
Maintenance	260	14	15.95	16.29	16.62	17.00	17.33	17.77	18.12	18.45	18.86	19.15	19.56	20.11	20.54	20.89
Head Custodian	260	14	15.30	15.65	16.00	16.39	16.73	17.16	17.49	17.83	18.22	18.53	18.90	19.44	19.87	20.22
Custodian	260	14	12.76	13.14	13.51	13.83	14.19	14.64	14.98	15.33	15.70	16.03	16.39	16.94	17.34	17.69

\* Bus Driver Trainers will receive \$1.00 per hour in addition to their hourly rate; field trip rate also applies to Van Driver

\*\* No Benefits

*Logan Elm Local Schools  
Teamsters Salary Schedule  
Fiscal Year 2021-22*

Classifications	Days	Holidays	0	1	2	3	4	5	6	7	8	9	10	15	20	25
*Bus Driver (FTR = \$13.03)	187	7	20.42	20.73	21.14	21.47	21.85	22.26	22.65	23.04	23.36	23.73	24.07	24.62	25.05	25.41
Bus Mechanic	260	14	21.89	22.22	22.51	22.85	23.12	23.51	23.83	24.15	24.47	24.78	25.08	25.64	26.08	26.43
Head Maintenance	260	14	21.37	21.75	22.13	22.47	22.84	23.32	23.68	23.97	24.41	24.74	25.08	25.64	26.08	26.43
Maintenance	260	14	16.35	16.70	17.04	17.43	17.76	18.21	18.57	18.91	19.33	19.63	20.05	20.61	21.05	21.41
Head Custodian	260	14	15.68	16.04	16.40	16.80	17.15	17.59	17.93	18.28	18.68	18.99	19.37	19.93	20.37	20.73
Custodian	260	14	13.08	13.47	13.85	14.18	14.54	15.01	15.35	15.71	16.09	16.43	16.80	17.36	17.77	18.13

\* Bus Driver Trainers will receive \$1.00 per hour in addition to their hourly rate; field trip rate also applies to Van Driver

\*\* No Benefits

**Teamsters Local Union Number 284  
Grievance Tracking Form**

**Step 1 - Informal**

Name of Grievant: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Informal Discussion: \_\_\_\_\_

**Step 2 - Supervisor**

Employee must attach their statement that includes the allegation on which the grievance is based, the provision of the Agreement which allegedly has been violated, and the relief or remedy requested.

Grievant Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date of Meeting Between Supervisor/Grievant: \_\_\_\_\_

Disposition of Supervisor (attach a signed and dated sheet)

Supervisor Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**Step 3 – Superintendent**

Grievant Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date of Meeting Between Superintendent/Grievant: \_\_\_\_\_

Disposition of Superintendent (attach a signed and dated sheet)

Superintendent Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**Step 4 – FMCS Mediation**

Grievant Signature: \_\_\_\_\_

Union Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received: \_\_\_\_\_

**Step 5 – Arbitration**

Union Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received: \_\_\_\_\_



# GRIEVANCE FORM

## TEAMSTERS Local Union No. 284

Tracking# \_\_\_\_\_

555 EAST RICH STREET • COLUMBUS, OHIO 43215

Date \_\_\_\_\_

Member's Name \_\_\_\_\_ Employer \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Address \_\_\_\_\_

Date of Hire \_\_\_\_\_ Classification or Job Title \_\_\_\_\_ Department \_\_\_\_\_

By presenting the grievance, the employee grants to the Union authority *to* present, negotiate and bargain regarding this grievance and agrees to be bound by such disposition of the grievance as may be made or agree-d to by the Union or its delegated representative.

Type of Grievance (check):

- |   |            |   |            |
|---|------------|---|------------|
| <input type="checkbox"/> Discharge      | Date _____ | <input type="checkbox"/> Wage Claim         | Date _____ |
| <input type="checkbox"/> Suspension     | Date _____ | <input type="checkbox"/> Working Conditions | Date _____ |
| <input type="checkbox"/> Warning Letter | Date _____ | <input type="checkbox"/> Other              | Date _____ |

Steward's Name \_\_\_\_\_

Supervisor's Name \_\_\_\_\_

Witnesses' Names (if applicable) \_\_\_\_\_

Contract Articles Violated \_\_\_\_\_

*and any other relevant articles of the contract.*

Facts of the Case (Member should record here the grievance. May use back.)

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

Remedy Asked \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *and all other benefits to which the grievant is entitled.*

Steward's Signature \_\_\_\_\_

Member's Signature \_\_\_\_\_

### DISPOSITION OF GRIEVANCE

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

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Union Representative \_\_\_\_\_ Date \_\_\_\_\_



**Logan Elm Local School District**  
**Teamsters Welfare Fund Benefit Package 1119**  
**Contribution Schedule**  
**January 1, 2021 - April 3, 2021**

Coverage Tier	Employee Category	Board Share (%)	Total Weekly Rate	Weekly Board Share (\$)	Weekly Employee Share (\$)	# of Weeks	Total Employee Share (\$)	# of Pays	Employee Cost / Pay	Board Cost / Pay
Employee Only	6 or More Hours / Day & All Bus Drivers	88.0%	\$137.55	\$121.04	\$16.51	13.286	\$219.35	7	\$ 31.34	\$ 229.73
Employee Only	Less Than 6 Hours / Day					-----Not Eligible-----				
Employee Only	Missed Enrollment Deadline	75.0%	\$137.55	\$103.16	\$34.39	13.286	\$456.90	7	\$ 65.27	\$ 195.79
Employee Plus Children	8 Hours / Day	88.0%	\$275.05	\$242.04	\$33.01	13.286	\$438.56	7	\$ 62.65	\$ 459.38
Employee Plus Children	7.5 Hours / Day	82.5%	\$275.05	\$226.92	\$48.13	13.286	\$639.44	7	\$ 91.35	\$ 430.68
Employee Plus Children	7 Hours / Day	77.0%	\$275.05	\$211.79	\$63.26	13.286	\$840.45	7	\$ 120.06	\$ 401.97
Employee Plus Children	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$275.05	\$196.86	\$78.39	13.286	\$1,041.47	7	\$ 148.78	\$ 373.25
Employee Plus Children	6 Hours / Day	66.0%	\$275.05	\$181.53	\$93.52	13.286	\$1,242.48	7	\$ 177.50	\$ 344.54
Employee Plus Children	Less Than 6 Hours / Day					-----Not Eligible-----				
Employee Plus Children	Missed Enrollment Deadline	50.0%	\$275.05	\$137.53	\$137.52	13.286	\$1,827.05	7	\$ 261.01	\$ 261.03
Employee Plus Spouse	8 Hours / Day	88.0%	\$330.10	\$290.49	\$39.61	13.286	\$526.25	7	\$ 75.18	\$ 551.34
Employee Plus Spouse	7.5 Hours / Day	82.5%	\$330.10	\$272.33	\$57.77	13.286	\$767.52	7	\$ 109.65	\$ 516.87
Employee Plus Spouse	7 Hours / Day	77.0%	\$330.10	\$254.18	\$75.92	13.286	\$1,008.65	7	\$ 144.09	\$ 482.42
Employee Plus Spouse	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$330.10	\$236.02	\$94.08	13.286	\$1,249.92	7	\$ 178.56	\$ 447.96
Employee Plus Spouse	6 Hours / Day	66.0%	\$330.10	\$217.87	\$112.23	13.286	\$1,491.06	7	\$ 213.01	\$ 413.51
Employee Plus Spouse	Less Than 6 Hours / Day					-----Not Eligible-----				
Employee Plus Spouse	Missed Enrollment Deadline	50.0%	\$330.10	\$165.05	\$165.05	13.286	\$2,192.81	7	\$ 313.26	\$ 313.26
Family	8 Hours / Day	88.0%	\$412.65	\$363.13	\$49.52	13.286	\$657.91	7	\$ 93.99	\$ 689.21
Family	7.5 Hours / Day	82.5%	\$412.65	\$340.44	\$72.21	13.286	\$959.36	7	\$ 137.05	\$ 646.14
Family	7 Hours / Day	77.0%	\$412.65	\$317.74	\$94.91	13.286	\$1,260.95	7	\$ 180.14	\$ 603.06
Family	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$412.65	\$295.04	\$117.61	13.286	\$1,562.53	7	\$ 223.22	\$ 559.97
Family	6 Hours / Day	66.0%	\$412.65	\$272.35	\$140.30	13.286	\$1,863.99	7	\$ 266.28	\$ 516.91
Family	Less Than 6 Hours / Day					-----Not Eligible-----				
Family	Missed Enrollment Deadline	50.0%	\$412.65	\$206.33	\$206.32	13.286	\$2,741.11	7	\$ 391.59	\$ 391.61

**Logan Elm Local School District**  
**Teamsters Welfare Fund Benefit Package 1119**  
**Contribution Schedule**  
**April 4, 2021 - April 2, 2022**

Coverage Tier	Employee Category	Board Share (%)	Total Weekly Rate	Weekly Board Share (\$)	Weekly Employee Share (\$)	# of Weeks	Total Employee Share (\$)	# of Pays	Employee Cost / Pay	Board Cost / Pay
Employee Only	6 or More Hours / Day & All Bus Drivers	88.0%	\$141.90	\$124.87	\$17.03	52	\$885.56	26	\$ 34.06	\$ 249.74
Employee Only	Less Than 6 Hours / Day					-----Not Eligible-----				
Employee Only	Missed Enrollment Deadline	75.0%	\$141.90	\$106.43	\$35.47	52	\$1,844.44	26	\$ 70.94	\$ 212.86
Employee Plus Children	8 Hours / Day	88.0%	\$283.75	\$249.70	\$34.05	52	\$1,770.60	26	\$ 68.10	\$ 499.40
Employee Plus Children	7.5 Hours / Day	82.5%	\$283.75	\$234.09	\$49.66	52	\$2,582.32	26	\$ 99.32	\$ 468.18
Employee Plus Children	7 Hours / Day	77.0%	\$283.75	\$218.49	\$65.26	52	\$3,393.52	26	\$ 130.52	\$ 436.98
Employee Plus Children	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$283.75	\$202.88	\$80.87	52	\$4,205.24	26	\$ 161.74	\$ 405.76
Employee Plus Children	6 Hours / Day	66.0%	\$283.75	\$187.28	\$96.47	52	\$5,016.44	26	\$ 192.94	\$ 374.56
Employee Plus Children	Less Than 6 Hours / Day					-----Not Eligible-----				
Employee Plus Children	Missed Enrollment Deadline	50.0%	\$283.75	\$141.88	\$141.87	52	\$7,377.24	26	\$ 283.74	\$ 283.76
Employee Plus Spouse	8 Hours / Day	88.0%	\$340.50	\$299.64	\$40.86	52	\$2,124.72	26	\$ 81.72	\$ 599.28
Employee Plus Spouse	7.5 Hours / Day	82.5%	\$340.50	\$280.91	\$59.59	52	\$3,098.88	26	\$ 119.18	\$ 561.82
Employee Plus Spouse	7 Hours / Day	77.0%	\$340.50	\$262.19	\$78.31	52	\$4,072.12	26	\$ 156.62	\$ 524.38
Employee Plus Spouse	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$340.50	\$243.46	\$97.04	52	\$5,046.08	26	\$ 194.08	\$ 486.92
Employee Plus Spouse	6 Hours / Day	66.0%	\$340.50	\$224.73	\$115.77	52	\$6,020.04	26	\$ 231.54	\$ 449.46
Employee Plus Spouse	Less Than 6 Hours / Day					-----Not Eligible-----				
Employee Plus Spouse	Missed Enrollment Deadline	50.0%	\$340.50	\$170.25	\$170.25	52	\$8,853.00	26	\$ 340.50	\$ 340.50
Family	8 Hours / Day	88.0%	\$425.60	\$374.53	\$51.07	52	\$2,655.64	26	\$ 102.14	\$ 749.06
Family	7.5 Hours / Day	82.5%	\$425.60	\$351.12	\$74.48	52	\$3,872.96	26	\$ 148.96	\$ 702.24
Family	7 Hours / Day	77.0%	\$425.60	\$327.71	\$97.89	52	\$5,090.28	26	\$ 195.78	\$ 655.42
Family	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$425.60	\$304.30	\$121.30	52	\$6,307.60	26	\$ 242.60	\$ 608.60
Family	6 Hours / Day	66.0%	\$425.60	\$280.90	\$144.70	52	\$7,524.40	26	\$ 289.40	\$ 561.80
Family	Less Than 6 Hours / Day					-----Not Eligible-----				
Family	Missed Enrollment Deadline	50.0%	\$425.60	\$212.80	\$212.80	52	\$11,065.60	26	\$ 425.60	\$ 425.60

**Logan Elm Local School District**  
**Teamsters Welfare Fund Benefit Package 1119**  
**Contribution Schedule**  
**April 3, 2022 - April 1, 2023**

Coverage Tier	Employee Category	Board Share (%)	Total Weekly Rate	Weekly Board Share (\$)	Weekly Employee Share (\$)	# of Weeks	Total Employee Share (\$)	# of Pays	Employee Cost / Pay	Board Cost / Pay
Employee Only	6 or More Hours / Day & All Bus Drivers	88.0%	\$151.85	\$133.83	\$18.22	52	\$947.44	26	\$ 36.44	\$ 267.26
Employee Only	Less Than 6 Hours / Day					Not Eligible				
Employee Only	Missed Enrollment Deadline	75.0%	\$151.85	\$113.89	\$37.96	52	\$1,973.92	26	\$ 75.92	\$ 227.78
Employee Plus Children	8 Hours / Day	88.0%	\$303.70	\$267.26	\$36.44	52	\$1,894.88	26	\$ 72.88	\$ 534.52
Employee Plus Children	7.5 Hours / Day	82.5%	\$303.70	\$250.55	\$53.15	52	\$2,763.80	26	\$ 106.30	\$ 501.10
Employee Plus Children	7 Hours / Day	77.0%	\$303.70	\$233.85	\$69.85	52	\$3,632.20	26	\$ 139.70	\$ 467.70
Employee Plus Children	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$303.70	\$217.15	\$86.55	52	\$4,500.80	26	\$ 173.10	\$ 434.30
Employee Plus Children	6 Hours / Day	66.0%	\$303.70	\$200.44	\$103.26	52	\$5,369.52	26	\$ 206.52	\$ 400.88
Employee Plus Children	Less Than 6 Hours / Day					Not Eligible				
Employee Plus Children	Missed Enrollment Deadline	50.0%	\$303.70	\$151.85	\$151.85	52	\$7,896.20	26	\$ 303.70	\$ 303.70
Employee Plus Spouse	8 Hours / Day	88.0%	\$364.45	\$320.72	\$43.73	52	\$2,273.96	26	\$ 87.46	\$ 641.44
Employee Plus Spouse	7.5 Hours / Day	82.5%	\$364.45	\$300.87	\$63.78	52	\$3,316.56	26	\$ 127.56	\$ 601.34
Employee Plus Spouse	7 Hours / Day	77.0%	\$364.45	\$280.63	\$83.82	52	\$4,358.64	26	\$ 167.64	\$ 561.26
Employee Plus Spouse	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$364.45	\$260.58	\$103.87	52	\$5,401.24	26	\$ 207.74	\$ 521.16
Employee Plus Spouse	6 Hours / Day	66.0%	\$364.45	\$240.54	\$123.91	52	\$6,443.32	26	\$ 247.82	\$ 481.08
Employee Plus Spouse	Less Than 6 Hours / Day					Not Eligible				
Employee Plus Spouse	Missed Enrollment Deadline	50.0%	\$364.45	\$182.23	\$182.22	52	\$9,475.44	26	\$ 364.44	\$ 364.46
Family	8 Hours / Day	88.0%	\$455.60	\$400.93	\$54.67	52	\$2,842.84	26	\$ 109.34	\$ 801.86
Family	7.5 Hours / Day	82.5%	\$455.60	\$375.87	\$79.73	52	\$4,145.96	26	\$ 159.46	\$ 751.74
Family	7 Hours / Day	77.0%	\$455.60	\$350.81	\$104.79	52	\$5,449.08	26	\$ 209.58	\$ 701.62
Family	6.5 Hours / Day & Bus Drivers Less Than 6.5	71.5%	\$455.60	\$325.75	\$129.85	52	\$6,752.20	26	\$ 259.70	\$ 651.50
Family	6 Hours / Day	66.0%	\$455.60	\$300.70	\$154.90	52	\$8,054.80	26	\$ 309.80	\$ 601.40
Family	Less Than 6 Hours / Day					Not Eligible				
Family	Missed Enrollment Deadline	50.0%	\$455.60	\$227.80	\$227.80	52	\$11,845.60	26	\$ 455.60	\$ 455.60