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AN AGREEMENT BETWEEN

THE INDIAN LAKE LOCAL BOARD OF EDUCATION

AND

THE INDIAN LAKE ASSOCIATION OF CLASSIFIED EMPLOYEES

ILACE/OEA-NEA

JULY 1, 2021 THRU JUNE 30, 2024

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ARTICLE 1 – RECOGNITION

1.00 **RECOGNITION** - The Board of Education of the Indian Lake Local School District, hereafter "Board", recognizes the Indian Lake Association of Classified Employees, hereafter "Association", an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative of the bargaining unit as defined in 1.01.

1.01 **BARGAINING UNIT** - The bargaining unit shall consist of the following classifications and any new classification not excluded below:

Included: All full-time and part-time classified employees including: Bus Drivers, Custodians, Head Cooks, Cooks-Dishwashers-Cashiers, Bus Assistants, Media Assistants, and Educational Assistants.

Exclusions: All administrators, supervisory, and confidential employees including the Treasurer, Treasurer's Secretary, Superintendent's Secretary, Bus Mechanics, and all Building Secretaries.

The term "bargaining unit" or "unit" wherever used herein, refers collectively to the employee employed in the job classifications listed in Section 1.01 of the Article.

1.02 **New Classifications**

If job classifications other than those listed in Section 1.01 of this Article are established after the date of this Agreement and by reason of the nature of the position are not excluded from the bargaining unit as set forth in Section 1.01, those classifications shall be included in the bargaining unit unless excluded by law.

1.03 **Educational Aides Assigned to Specific Students**

Educational Assistants or Bus Assistants (aides) assigned to specific students shall be employed on an as-needed basis and the Board may suspend their contracts of employment. This provision is intended to supersede any state statutes and/or case law to the contrary. The posting for the position shall state that: (1) the employment is on an as-needed basis for a specified special needs student, and (2) the contract of employment may be suspended by the Board.

1.04 **ANTI-DISCRIMINATION** - The Board and the Association reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, creed, color, sex, age, national origin, physical handicap, marital status, or membership in the Association.

ARTICLE 2 – NEGOTIATION PROCEDURE

2.00 NEGOTIATIONS

2.01 **Bargaining Team** - The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members in addition to its designated spokesperson, unless by mutual agreement. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.

2.02 **Bargaining in Executive Session** - All bargaining sessions shall be in executive sessions (meaning only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams) shall be in the room in which the bargaining session is being held. No report regarding the sessions may be made to the press. To the extent practical, negotiation sessions shall be scheduled to avoid conflict with employee work schedules. When a session is scheduled by mutual agreement during work time, team members shall not be docked.

2.03 **Consultants** - Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

2.04 **Notification** - Negotiations for a successor agreement may be initiated by notice from one party to the other of intent to negotiate a successor agreement. Such notice shall be given no sooner than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the expiration date of this Agreement.

2.05 Upon receipt of the letter to initiate negotiations, the receiving party shall respond within ten (10) calendar days, shall acknowledge receipt of the letter to initiate the bargaining procedure and shall name the representative to contact concerning arrangements for establishing the initial bargaining session.

2.06 Bargaining:

A. Initial Bargaining Session

1. The initial bargaining session shall be arranged within fourteen (14) calendar days of the date of receipt of the letter to initiate negotiations. The initial bargaining session shall be held no later than one hundred twenty (120) days prior to the expiration of this Agreement or two (2) weeks after receipt of notice -- whichever comes later -- unless the parties otherwise mutually agree.

2. Items for negotiation, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added unless mutually agreed to by both parties.
 3. The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.
- B. **Caucus** – Either bargaining team may call for a caucus during a bargaining session. If a caucus extends beyond thirty (30) minutes, the calling party shall inform the other party of the expected duration.
1. *Exchange of Information* – The Board and the Association agree to provide the other upon request pertinent information to areas that may be discussed during the bargaining period. (This does not require the administration to specifically organize and prepare information in a different form than it currently exists unless it has been or is being prepared for themselves.)
 2. *Tentative Agreement* – As items are discussed and agreement reached, said items shall be reduced to writing and initialed by members of each team. This shall denote tentative agreement only.
 3. All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of issues for ratification by the Association and the Board.

2.07 DISPUTE RESOLUTION

- A. The Indian Lake Board of Education and the Indian Lake Association of Classified Employees agree to resolve an impasse in negotiations by utilizing the service of a mediator provided by the FMCS.
- B. In the event that issues cannot be resolved through mediation, the parties further agree to enlist an arbitrator from the American Arbitration Association to serve as a fact finder. The fact finder shall issue a nonbinding recommendation to both parties at his/her earliest convenience. The cost of the fact finder shall be shared equally by both parties. In the event either party rejects the fact finder's recommendation, the mediator shall be so advised and the Association shall have the rights listed in R.C. 4117.14D(2).

2.08 Ratification

- A. **Preparing issues for Presentation to the Association and the Board for Approval**--When agreement has been resolved, each issue shall be reduced to writing, be signed by the members of the bargaining teams, and

presented to the Association within five (5) calendar days of the final session for its approval.

- B. Each issue shall include the following provisions in writing:
 - 1. Provisions of the agreement.
 - 2. Date that said provisions are to be implemented.
- C. Once the issues have been approved by the Association, they shall be submitted to the Board for approval at its next regular or special Board meeting within fourteen (14) days of final session -- whichever comes sooner.
- D. When approved by both parties, the Agreement shall be signed by the President of the Association and the President of the Board and a properly executed copy shall be sent to SERB within thirty (30) days.

2.09 **Distribution of Contracts**--Within thirty (30) days after the execution of this contract, the Board shall provide, without charge, an electronic copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with an electronic copy of this Agreement by the Board without charge at the time of employment.

2.10 Board policy books shall be available in the reserve section in each building library at all job locations courtesy of ILACE.

2.11 The negotiations policy and negotiated agreements will remain the same unless altered during this negotiation. Items negotiated at this session supersede similar items negotiated in the past.

ARTICLE 3 – ASSOCIATION RIGHTS

3.00 The Association shall be granted the following exclusive rights:

3.01 Use of a designated bulletin board in each building, which shall be the same bulletin board as used by the teacher organization, if any, if such teacher organization is a part of the Ohio Education Association, and the school mail, provided, however, that material placed on the designated bulletin board or in the school mail shall be identified as having been authorized by the Association. Use of bulletin boards or the school mail by any employees' organization (as that term is defined in *4117.01 (D) O.R.C.*) other than the Association shall be brought to the attention of the Principal or Chief Administrator of the building where such use occurs and thereafter, the Administrators and the Association shall take reasonable steps to cause the discontinuation of such use.

- 3.02 Use of school facilities for Association meetings that do not conflict with previously set meetings of the district, use of the facilities, and upon approval of the appropriate administrator. Such approval shall not be unreasonably denied.
- 3.03 Making brief announcements at staff meetings, upon prior notification to the supervisor in charge.
- 3.04 One copy of the regular Board meeting agenda and one copy of other Board agendas, if available within twenty-four (24) hours prior to any other Board meeting, shall be made available to the Association at the same time as provided to members of the Board. A copy of the approved Board minutes shall be available at the Board office for the Association President. The Association President shall also receive a copy of the Board Policy book along with any revisions to that policy.
- 3.05 Upon request, all regularly and routinely prepared information concerning the financial condition of the district shall be made available to the Association.
- 3.06 Payroll deduction of regular Association dues and fees as individually authorized by employees covered hereunder.
- a. The Treasurer of the Board of Education is authorized and instructed to accept payroll deductions upon written request from a member for Association dues (ILACE; OEA; NEA).
 - b. Association membership is annual from September 1 through August 31. Once a member enrolls, such membership shall be continuous for each subsequent membership year unless the individual cancels his/her membership.
 - c. Any individual who wishes to cancel his/her membership must notify the ILACE's Treasurer and the Board's Treasurer in writing between August 1 and September 30. A member may cancel his/her membership outside the cancellation period, but he/she shall be responsible for any remaining dues for the current membership year.
 - d. In the event that a member's employment is terminated, either voluntarily or involuntarily, or if an unpaid leave of absence is taken, the Treasurer of the Board will deduct the remaining dues for the year from the employee's final paycheck.
- 3.07 Use of copying equipment provided supplies used in connection with the use of copying equipment will be furnished or paid for by the Association.
- 3.08 The Association shall be granted paid leave in the amount of five (5) days to be used to represent employee interests. The Association President shall notify the Superintendent three (3) days in advance of the person/s who will be using Association Leave and the date/s on which it will be taken.

3.09 Two (2) duly elected delegates or alternate delegates shall be allowed to attend the Annual Academy convention for three (3) days without loss of pay and without additional expenses to the Board.

3.10 Indian Lake A.C.E. officers and department representatives (stewards) shall be entitled to one (1) hour per month of paid release time to attend Indian Lake Association of Classified Employees Executive Committee meetings. However, before said representatives receive pay for attendance at the meeting, available compensation time per employee shall be taken by said persons. Therefore, payment for such time shall be required only if there is no available compensation time of an employee to deplete.

3.11 **Representation:**

A. A member of the bargaining unit shall be accompanied by an Association representative at any investigatory interview when the bargaining unit member believes the interview may lead to disciplinary action.

B. A member of the bargaining unit may, on request, be accompanied by an Association representative at a conference where disciplinary action is being administered. Further, before any serious disciplinary action is put into effect, the bargaining unit member will be given written notice of the charge, a summary of the evidence against him, and an opportunity to respond.

3.12 The Indian Lake A.C.E. President shall be granted 2 1/2 hours of release time per month to conduct Association business, to assist in the settlement of disputes or to implement the provisions of this agreement. Such release time shall accumulate up to eight (8) hours.

3.13 Association representatives may consult with unit members during the work day when it shall not interfere with the work assignment. Representatives shall be permitted access to work areas to assist in adjusting grievances, settlement of disputes, to attest to implementation of the provisions of this contract.

3.14 Representatives entering the work sites shall notify the building administrator of his/her presence. The Indian Lake Association of Classified Employees shall supply the Board with a list of authorized representatives. The list will be kept current by the Association.

3.15 Each employee shall be issued a single school event pass to all school sponsored events, with the exception of the high school musical.

3.16 **Union Meetings** - Any employees working on the second (2nd) shift may attend union meetings once a month provided his/her work is completed and lost time made up at the beginning or the end of their work shift, also providing that there is no extra activity going on at that particular school.

3.17 **New Staff Orientation Meetings** - On the new staff orientation day, the ILACE will be permitted up to one hour to meet with new bargaining unit members as a group. The Superintendent or his designee may be present for this meeting.

ARTICLE 4 – MANAGEMENT RIGHTS

4.00 The Board retains the sole right and responsibility to:

4.01 Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

4.02 Direct, supervise, evaluate, or hire employees;

4.03 Maintain and improve the efficiency and effectiveness of governmental operations;

4.04 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

4.05 Suspend, discipline, demote, or discharge for just cause, or layoff; transfer, assign, schedule, promote, or retain employees (Provisions of just cause shall apply to classified employees when they obtain continuing contract status by current law.);

4.06 Determine the adequacy of the work force;

4.07 Determine the overall mission of the employer as a unit of government;

4.08 Effectively manage the work force;

4.09 Take actions to carry out the mission of the public employer as a governmental unit.

4.10 These rights are subject to and affected by the terms and conditions of this Agreement.

ARTICLE 5 – NON-DISCRIMINATION

5.00 The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her activities herein prescribed and all provisions of this Agreement and Board and Building policies shall be uniformly applied and administered for all employees of the bargaining unit.

5.01 Additionally, the Board, the Association, and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, sex, marital status, or political affiliation.

ARTICLE 6 – NO STRIKE PROVISION

6.00 The members of the bargaining unit will neither cause nor sponsor any strike, slow down, or other work stoppage during the term of this agreement.

6.01 The Association does not waive its right to protected activity under unsafe working conditions where the health, safety, and welfare of its members may be in jeopardy.

ARTICLE 7 – IN-SERVICE AND CERTIFICATION

7.00 Employees, except bus drivers, shall attend a minimum of two (2) in-service meetings per year when such meetings, designed to improve the efficiency or ease of work are offered in either the field of present classification or in a classification to which the employee might reasonably aspire. Such meetings may be scheduled during the regular working hours of the employee, but it will not be a requirement that such meetings be held during the employee's assigned work hours. No employee shall be required to attend an in-service meeting during his/her vacation or holiday. Any employee required to attend an in-service meeting shall be paid his/her regular rate of pay for that meeting.

7.01 Any "in-service" or "professional meeting" which food service personnel are directed to attend by the food service director will be entered into the supervisor's file.

7.02 IN-SERVICE REIMBURSEMENT

- A. Any full-time classified employee who obtains advanced approval from the Superintendent for, properly registers for, and attends an in-state seminar or a workshop related directly to the employee's current assignment or area of service shall receive 100% reimbursement for the workshop fee, mileage, motel (if necessary, limited to \$50 per person up to \$100 per room per night) and required supplies.
- B. The Board shall reimburse the employee at a 50% rate for approved tuition expenses. The Board will appropriate a pool of \$3,000 annually for the classified bargaining unit. Total requests that exceed the pool will be reimbursed at a prorated amount.
- C. Payment will be made once a year on the first regular pay in December following the particular eligibility year. Reimbursement will be made for seminars or workshops approved and completed during the previous eligibility year of June 1-May 31. Payment will only be made to those classified employees who return to work in the district the year following the seminar or workshop.
- D. Reimbursement may not be sought for a seminar or workshop for which reimbursement has or would be paid through any other professional leave

or by grant or fellowship. Proof of payment by the employee will be required in completing the request for reimbursement.

- E. Application Process: To be eligible for reimbursement the application must be completed in the manner prescribed below.
1. Professional workshop reimbursement forms will be available in the central office or principal's office.
 2. The employee must submit the reimbursement form in writing to the office of the Superintendent prior to attending the seminar or workshop for which reimbursement is sought, indicating the nature of the seminar or workshop being taken and other information pertinent to the approval decision.
 3. Once reviewed and acted upon, the application will be returned to the individual employee indicating Superintendent's approval or denial of the request.
 4. The Superintendent's decision is final and not grievable.
 5. Following approval, and upon completion of the seminar or workshop, the employee will complete the second part of the form and attach documentation showing: (1) payment for the course, and (2) attendance verification. The completed application and documentation must then be returned to the Superintendent within sixty (60) days of the completion of the course.

7.03 BUS DRIVERS' IN-SERVICE AND MISCELLANEOUS PROVISIONS

- A. Bus Drivers shall attend a maximum of nine (9) meetings called by the Superintendent without pay during the course of the school year. The meetings shall not exceed one (1) hour in length.
- B. Bus Drivers will be required to attend two (2) in-service meetings prior to the start of school. Any employee who attends the two (2) in-service meetings prior to the start of school shall be paid.
- C. Bus Drivers will receive pay at the applicable minimum wage (state or federal) established by law and reimbursement for prior approved and documented expenses for requirements to obtain re-certification. The Board of Education will reimburse for CDL renewal within ninety (90) days of receiving a copy of the receipt and a copy of renewed driver's license by the Treasurer's office.
- D. Annually, Bus Drivers will receive an extra 5 hours of regular pay in addition to the 10 hours of trade time for teacher in-services to accommodate for parental meetings, student referrals, paperwork, in-services, etc.

- E. In years offered by the Board, bus drivers will be reimbursed for prior approved and documented expenses plus 8 hours per day of pay at sit rate for advanced training.
- F. Drivers who compete in the regional bus rodeo and place in the top twenty (20) shall receive a \$100.00 US Savings Bond. Drivers who compete in the state bus rodeo and place in the top ten (10) shall receive a \$200.00 US Savings Bond. Cash equivalent of the purchase price of the bonds may be given in lieu of the savings bonds.

7.04 EDUCATIONAL ASSISTANTS

- A. Educational Assistants who either voluntarily, or by requirement are to obtain or maintain certification as required by the Elementary & Secondary Education Act (ESEA [Rev. 2002]) and successfully obtain the required certificate shall be advanced to the Media Assistant/Educational II column on the salary schedules, Article 32.
- B. The Board of Education will assume the testing fee, currently \$55.00 per administration, no more than once per academic year, for the electronic testing, if taken on the Indian Lake site. If the employee wishes to take a written paper/pencil test, all cost associated with the test will be at the employee's cost.
- C. An Educational Assistant, who fails to obtain the required certificate within the prescribed period of time under ESEA, will automatically have his/her contract terminated.
- D. The Board shall reimburse educational assistants for the cost of renewing the permit required to hold his/her position. Such reimbursement shall be made within ninety (90) days of receiving a copy of the receipt and a copy of renewed permit by the Treasurer's office.

7.05 The Board shall pay to the Educational Service Center up to Eighty Dollars (\$80) for each bargaining unit member for the cost of state and federal background checks required by Ohio law.

ARTICLE 8 – SENIORITY

8.00 System seniority is the length of employment with the Board computed from the most recent date of employment. The Board may allow previous similar work experience to determine placement on the salary schedule up to and including ten (10) years.

8.01 Classification seniority is the length of employment in a particular classification computed from the most recent date of entry into such classification. For purposes of this provision, the following classifications exist: Educational Assistants, Bus Transportation, Food Service, and Custodial. Seniority in Food Service shall be

determined by the following categories: Head Cooks, Cooks-Dishwashers-Cashiers.

8.02 Job classification seniority is the length of service in a specific job classification computed from the most recent date of entry into such classification as in recognition.

8.03 Building seniority is the length of service at a particular work site as computed from the most recent date of assignment to that location.

8.04 There shall be an initial probationary period of one hundred twenty (120) scheduled work days to allow the Board to determine the fitness and ability of any new employee to perform the work required. During such probationary period, an employee shall not have access to the grievance process with respect to his/her layoff or discharge. An employee retained beyond this probationary period shall have his/her seniority computed from the date of employment, as specified above, and shall have the full rights and privileges as set forth in this agreement.

8.05 A. Employees who transfer, or are transferred, to a new department, new job classification, or new job duties shall serve a ninety (90) calendar day probationary period to allow the Board to determine their fitness and ability to perform the work required.

B. During the probationary period, the employee may be evaluated at 30, 60, and 85 days or at other intervals as necessary. During this probationary period, the employee shall retain all prior seniority and other rights and privileges of employment, except that he/she may not grieve a Board or administrative decision to return him/her to the previous position if found unfit or unable to perform the work required. In such instance, the employee shall retain all prior seniority and rights.

C. Upon completion of the probationary period, the employee shall acquire seniority in the new department and classification computed from the date of entry. The employee shall not lose other accumulated seniority in previous classifications and categories, but shall not accumulate further seniority in any category or classification in which they are not currently working.

8.06 A Seniority List shall be posted each September and sent to the Association President; should changes be made during the year, a new list shall be sent to the Association President.

A. The names of employees on the seniority list shall appear in seniority rank order within areas of classification (most senior at top), their first day worked, their hire-in date, and contract status.

B. Classified employees qualified in more than one area shall be listed in all the areas of qualification.

- C. Part time employees shall be listed separately.
- D. Ties in seniority shall be broken by the following method to determine the most senior:
 - 1. Employee with first day worked.
 - 2. Employee with earliest date of hire.
 - 3. By lottery with an Association Representative present.

8.07 Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board of inaccuracies which affect his/her seniority. Should a new list be required, the Board shall make the adjustments and re-post the list. No protests shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 9 – ASSIGNMENTS, VACANCIES, AND TRANSFERS

9.00 **Vacancies** - A vacancy shall exist as a result of a resignation, retirement, termination, promotion, or transfer, or the creation of a new position.

9.01 When a vacancy occurs in any job classification, the Board shall cause an announcement to be made specifying the job classification, location, pay, job description, immediate supervisor, and location of the position. Such announcement shall be sent via email and posted in the bus garage for five (5) days, and a copy of said announcement shall be sent to the Association.

9.02 When the Board decides to fill a vacancy, the Board will proceed accordingly:

- A. The Board shall afford the most senior employees in the job classification an opportunity to transfer. If the job classification seniority is identical, district seniority will prevail.
- B. A vacancy shall be given to (1) the most senior applicant in the job classification who is qualified in the discretion of the Superintendent. If that person does not accept the vacancy within three (3) work days, or is not qualified in the discretion of the Superintendent, then (2) the most senior employee who is qualified in the discretion of the Superintendent and who timely files an application will be given next consideration. Neither (1) nor (2) is guaranteed the position.
- C. When the Board decides to fill a vacancy, it shall be filled within forty-five (45) calendar days.

9.03 A transfer shall be defined as an employee moving from one position to another in the same classification. A transfer shall be based upon system seniority. A promotion shall be defined as an employee changing job classification.

- 9.04 An employee who transfers or is promoted under the above procedures, may not request another transfer or promotion for at least one (1) year from the date of transfer to a new position. A request for transfer shall expire upon the filling of the announced position.
- 9.05 The Board shall notify the Association of a transfer of bargaining unit personnel within ten (10) days of the effective date of such transfer.
- 9.06 The Association President shall be notified of all persons who apply for a classified position at least five (5) days before the Board takes any action on said position.
- 9.07 Second (2nd) shift custodial employees may opt to transfer/fill in for day employees who are gone depending on the schedule of all evening building activities.
- 9.08 Assignments - Nothing in this or any other section shall be construed as restricting the power of assignment from the Superintendent as set forth in state statute.

ARTICLE 10 – PERSONNEL FILE

- 10.00 The only official personnel file for each employee shall be maintained in the office of the Board of Education. The contents of such files shall be limited to items relating to work performance, discipline, and routine financial and personnel data.
- 10.01 All material placed in the file shall be signed and dated by the person directing its placement in the file. The employee shall receive a copy of the material prior to such placement and shall be requested to sign the document that is to be placed in the file. If the employee refuses to sign, such fact shall be noted.
- 10.02 An employee shall be entitled to make a copy without charge of material in his/her personnel file, except for material supplied prior to employment.
- 10.03 An employee may request to review his/her personnel file and may request a meeting with the Superintendent to discuss removal of materials from his/her personnel file. The employee and Superintendent may mutually agree to remove materials from the file. Absent agreement, the employee has all rights pursuant to Chapter 1347 of the Ohio Revised Code.
- 10.04 An employee file for bus drivers will be maintained in the office of the Director of Transportation. This file will not constitute or be part of an official personnel file. The file will contain required employee signed state forms and employee signed in-service documents. This file will not contain disciplinary information. A employee may request to view this file.
- 10.05 Nothing anonymous may be placed in the file or used against the employee.
- 10.06 Disciplinary materials in the personnel file shall be removed thirty-six (36) months after posting unless the employee receives any further written discipline within the thirty-six (36) month period.

If the employee receives any further written discipline within the thirty-six (36) month period, the disciplined employee must work for an additional period of thirty-six (36) months from the date of any written discipline in order for the oldest written discipline to be removed from the file.

ARTICLE 11 – SICK LEAVE

11.00 Fifteen (15) days of sick leave shall be credited annually to each employee at the rate of one and one-quarter (1 1/4) days per month. Each employee is entitled to an advance of five (5) days of sick leave as of the first day of school, which must be earned before any further days are granted.

11.01 The total unused portion of annual sick leave allowance shall be permitted to accumulate to an unlimited number of days. No employee shall forfeit accumulated days during an approved leave of absence.

11.02 **Sick Leave Use** - Sick leave days may be used for:

- A. Absence due to personal illness
- B. Disability due to pregnancy
- C. Injury
- D. Exposure to contagious diseases, which could be communicated to others
- E. Absence due to illness or injury in the employee's immediate family shall be interpreted to mean parent, spouse, child, step-child, grandchild, or a person living in the same household. (Grandchild must live in employee's household.)

11.03 An employee who finds it necessary to be absent should notify the administration the evening before, if possible, and no later than one (1) hour prior to the arrival time for employees. The day before the employee is to return to work, he/she shall call the principal's office before school is out. Substitutes will be obtained for all absences if available. When an electronic absence reporting system is implemented, supervisors and building administrators will advise staff members under their supervision regarding call off/report off procedures.

11.04 The transportation director will secure substitute bus drivers for drivers who must miss work due to personal illness, illness in the family, or personal leave.

11.05 Drivers must notify the supervisor prior to 8:00 p.m. the evening before an absence, or by no later than 5:00 a.m. the day of the absence, unless an emergency is involved. Each driver must inform his/her supervisor of the projected amount of days (or 1/2 days) he/she is to be absent. Drivers must call transportation director to indicate when they will return to work by 3:00 p.m.

11.06 Any employee whose personal illness extends beyond the amount of his/her accumulated sick leave shall, at his/her written request, be granted a leave of absence without pay for the duration of the illness, but not to exceed one (1) year. If the employee requests renewal of the leave of absence for a second year, whether to grant the second year leave of absence shall be in the discretion of the Board. Under no circumstances may the leave of absence extend beyond the expiration date of the employee's contract. The provisions of this Article are intended to supersede state law to the extent that they are inconsistent with state law.

11.07 An employee whose absence because of an illness extends beyond three (3) days, may be required to present a doctor's statement upon return to work. Any employee who is absent five (5) or more days in a semester (both sick and personal leave), may have a meeting with his/her supervisor. An improvement plan may be developed.

An employee who has a documented long-term illness of either him/herself or a member of his/her immediate family shall be exempt from these provisions.

11.08 An employee who has been absent should notify the principal of his/her intent to return to work prior to dismissal time on the afternoon of the last day of absence, or as he/she can determine the time of return to work.

11.09 If an emergency day or holiday occurs during a sick leave period, the employee will not be charged with a sick leave day, unless the employee has not followed the procedure for notifying the administration, in which case the employee will be charged with sick leave.

11.10 The Board will continue to carry on payroll records the name of any employee who is on approved leave of absence. The employee may elect to maintain their existing insurance coverage according to COBRA regulations. The employee must make the monthly payments in the amount of the total monthly premium by the first day of that month.

11.11 In the case of death in the family, sick leave may be used. *The following schedule is suggested:*

- A. Death in the immediate family, three to five (3-5) days. (Immediate family is interpreted to mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, or a person living in the same household.)
- B. Employees attending the funeral of a relative not in the immediate family, and not living in the same household, shall be allowed absence for the day of the funeral with no deduction in pay.
- C. At his/her discretion, the Superintendent may grant additional sick leave.

11.12 **Attendance Incentive** - Each full-time bargaining unit member employed by September 15 of each school year shall be eligible for an attendance incentive payment as follows after the conclusion of the school year.

<u>Total Days Absent</u>	<u>Amount</u>
0	\$700.00
1	\$300.00
2	\$100.00

“Total Days Absent” shall include sick leave, personal leave, and any other leave. However, the following shall not be included in “Total Days Absent”: Professional leave, Association leave that is approved in advance as professional development, jury duty, court appearances related to job assignment at Indian Lake Local Schools, and/or vacation days. Part-time bargaining unit members shall receive a pro-rata portion of the “Amount” as determined by the Treasurer.

ARTICLE 12 – JURY DUTY

12.00 Such leave shall not be deducted from sick leave. Appropriate proof of such service must be submitted prior to receiving said payments.

12.01 In the event that the jury compensation is higher than the regular pay, the person may choose to keep the check and take the days deducts.

12.02 In the event that the jury compensation is lower, the employee shall sign the jury check over to the Board of Education and shall receive his/her regular rate of pay for the day(s) served on jury duty.

ARTICLE 13 – ASSAULT LEAVE

13.00 If an employee is assaulted, he/she shall report to his/her supervisor, or shall report immediately to the emergency room, if the situation warrants it.

13.01 The Board shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form and the physician's report of the need for such assault leave. The bargaining unit member, if requested, shall consent to an examination at Board expense by a Board designated physician at a reasonable time and place. If the employee is not covered by insurance, the Board will pay for emergency room treatment.

- 13.02 The bargaining unit member shall agree to cooperate fully in pursuing any legal or policy action by the Board on behalf of the bargaining unit member and/or the Board. An employee who must appear in court, pursuant to this article, will not have sick leave deducted.
- 13.03 Assault leave will be limited to a maximum of fifteen (15) working days per occurrence, not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.
- 13.04 If upon the exhaustion of the allowed fifteen (15) assault leave days, the individual is unable to perform his/her contracted duties, he/she may apply for sick leave, workman's compensation (if eligible), and unpaid leave of absence, or disability retirement. Should the individual qualify for workman's compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the worker's compensation benefit until such time as the benefit terminates. The Board may require a Doctor's verification of the employee's fitness to return to duty.
- 13.05 If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."
- 13.06 Falsification of either the signed statement of the events or circumstances surrounding the assault or the physical statement shall be grounds for disciplinary action.
- 13.07 Provisions of this article apply in all cases of rape and physical assault and must not be a direct result of provocation by the employee.
- 13.08 Assault leave will be granted only if the employee is involved in his/her official school duties.

ARTICLE 14 – MILITARY LEAVE

- 14.00 A classified staff employee who is a member of reserve component of the armed forces of the United States or the Ohio National Guard shall be granted leave of absence without loss of pay for such time as the employee is in the military service or field training or active duty for periods, not to exceed thirty-one (31) days in any calendar year, provided that the compensation paid to the classified employee shall be the difference between his/her regular compensation and the remuneration received by the employee for such military services.
- 14.01 In the event military pay would be more than regular pay, the employee shall request an unpaid leave of absence but not lose seniority and upon return, shall be advanced upon the salary schedule up to and including (but not to exceed) five (5) years.

ARTICLE 15 – PERSONAL LEAVE

15.00 All employees shall be granted three (3) days of personal leave per school year at the employee's regular compensation.

15.01 A personal leave form will be completed three (3) days prior to use of personal leave and submitted to the immediate supervisor for approval or disapproval, except in the case of an emergency situation, when written reasons shall be submitted after the day's leave, for approval or disapproval. Personal leave cannot be used the day preceding or following a holiday, vacation day or a non-school day excluding summer work hours unless it is an emergency approved by his/her immediate supervisor. Personal leave may be approved for unusual or unique situations that fall on prohibited days by seeking approval of the Superintendent through the immediate supervisor. If the Superintendent is not available, the immediate supervisor may grant the request for personal leave. When an electronic absence reporting system is implemented, supervisors and building administrators will advise staff members under their supervision regarding call off/report off procedures.

15.02 An employee will be permitted to carry over one (1) unused personal day to the next school year. However, in no event will an employee be granted more than four (4) personal days in a school year. Personal leave shall be granted for half a day, if requested.

15.03 Employees shall not be intimidated in the use of personal leave.

15.04 If a school closure day (a day when the Superintendent closes school due to weather or other emergency) occurs at the work site or building of the employee who is on personal leave, the employee will not be charged with a personal leave day.

ARTICLE 16 – MILEAGE

16.00 Any employee who is required by his/her supervisor to use his/her own vehicle in the performance of any assigned duty, shall be reimbursed at the rate established by the IRS in effect August 1 of any year for the forthcoming school year.

ARTICLE 17 – SUBCONTRACTING WORK

17.00 The Board agrees that any work performed by bargaining unit members (or any similar work) shall not be subcontracted to an outside organization which results in the layoff of unit members during the duration of this agreement.

ARTICLE 18 – WORKERS' COMPENSATION

18.00 All unit members shall have full rights to workers' compensation benefits per injuries incurred on the job.

18.01 Unit members shall not be required to exhaust sick leave to claim workers' compensation benefits.

ARTICLE 19 – REDUCTION IN FORCE

19.00 A reasonable reduction may be made when a position(s) has been abolished, when there is lack of work, financial reasons, or when there is a lack of funds.

19.01 When it becomes necessary to reduce the number of employees in the bargaining unit, probationary workers shall be laid off first. Regular employees shall be laid off in the inverse order of system seniority.

19.02 An employee shall have the right to bump (displace) those with less seniority in his/her department or classification, if qualified.

19.03 Employees shall be recalled in reverse order of layoff. All RIF employees shall maintain recall rights for a period of two (2) years from the date of the layoff.

ARTICLE 20 – DISCIPLINARY ACTION

20.00 No employee shall be disciplined, reduced in rank or compensation, demoted, non-renewed, terminated, or otherwise deprived of any contractual rights without "just cause" and compliance with applicable provisions of this contract.

20.01 An employee may only be disciplined for just cause and in a progressive nature. Discipline shall be corrective in nature and shall progress on the disciplinary levels below unless the Superintendent determines that the severity of the matter merits a more severe level of discipline. The levels of progressive discipline are:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension of three (3) days or less without pay
- D. Suspension of more than three (3) days without pay (not to exceed ten (10) days) except in cases of termination.

20.02 Immediate corrective action, including suspension or dismissal, may be taken in cases of extremely serious actions.

20.03 Any objections to the basis or severity of the corrective action shall be pursued through the grievances procedure, except that no verbal reprimand may be grieved.

ARTICLE 21 – PAYCHECKS/DEDUCTIONS

21.00 Paychecks/Distribution - All members of the bargaining unit shall receive twenty-four (24) paychecks during the contract year.

21.01 Electronic Deposit:

- A. All employees must participate in electronic deposit. All new hires must submit routing information upon employment. All employees will receive a pay stub via email. The Treasurer's office will use an employee's school email address unless the employee submits a personal email address to the Treasurer's office.
- B. All employees are responsible for maintaining a current address with the Board's Treasurer.

21.02 The following deductions from paychecks shall be made without prior written authorization of the employee:

- A. Federal, State, School, and City Income Taxes
- B. Retirement
- C. Court Ordered Deductions
- D. Agency Fees

21.03 Upon a signed, written authorization, the following deductions from paychecks will be made:

- A. Personal Group Insurance
- B. Employee's Cost for Hospitalization
- C. Tax Sheltered Annuities
- D. Association Membership Dues and annual monthly political deductions
- E. Credit Union - the following provisions apply:
 - 1. A minimum membership of ten (10) people is required
 - 2. A deduction will be made to a total of one (1) credit union chosen by the Association. A deduction will not be made to an individual's credit union, if it is different from the credit union chosen by the Association. Voluntary credit union deductions may be deducted each pay period if the employee gives written notification of this preference to the Treasurer's office.

3. There will be only one (1) deduction per month
4. Any administrative expenses incurred as a result of implementation and continuing operation of the credit union shall be borne solely and equally by those members of the credit union. This charge may be deducted without prior authorization of the credit union member.

ARTICLE 22 – TAX SHELTERING EMPLOYEE SERS CONTRIBUTIONS

22.00 The Board of the Indian Lake School District herewith agrees with the Indian Lake Classified Employees Association to pick-up (assume and pay) contributions to the School Employee Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

22.01 The amount to be picked-up and paid on behalf of each employee shall be the percentage which is required to be paid to SERS by the employee as established by law. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board, but at no cost to the Board.

22.02 The pick-up percentage shall apply uniformly to all members of the bargaining unit.

22.03 No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

22.04 The pick-up shall become effective with the new wage rates schedule and shall apply to all compensation including overtime.

22.05 Each bargaining unit member will be responsible for compliance with Internal Revenue Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

22.06 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Rulings, Ohio Attorney General Opinions, or the governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

22.07 The amount designated as "picked-up" by the Board shall be included in computing the employee's daily rate for the purpose of sick leave conversion for severance.

ARTICLE 23 – ANNUAL WAGE NOTICE

23.00 Each employee shall receive an annual wage notice in accord with the provisions of the *Ohio Revised Code*. The wage notice shall identify the years of experience (current step on salary schedule), the number of days or hours of the employee and the total salary to be paid.

ARTICLE 24 – PAID HOLIDAYS

24.00 ***Paid Holidays*** - The Board will pay all employees for holidays that fall within the contract period. The holidays are:

Christmas, Memorial Day, Thanksgiving, Labor Day, New Year's Day, Martin Luther King Day, and President's Day; twelve (12) month employees will also be paid for the Fourth of July.

24.01 When a holiday falls on a Saturday or Sunday, the days shall be honored on the Friday before or the Monday following the calendar holiday:

Example: 4th of July on Saturday
Holiday - 3rd of July on Friday or 6th of July on Monday

24.02 Holiday Pay

- A. Bus drivers shall be paid at the established rate of pay for trips taken during non-school and/or vacation days unless the trip results in more than forty (40) hours/week.
- B. The Board will pay an employee at twice the regular hourly rate for all hours worked on an officially recognized holiday in addition to the paid holiday. However, if Martin Luther King Day and/or President's Day are used to make up school closure days: (1) those days will be treated like a regular work day with no extra pay, and (2) 260-day custodians will be permitted to schedule a commensurate number of days off (either one day or two days off -- depending on the number of school closure days made up) by scheduling the day(s) off with their supervisor by June 30. This Article shall supersede state law.
- C. In order for an employee to be paid for a holiday, the employee must work the day prior to or the day following the holiday. Excused leave shall be the only exception.

ARTICLE 25 – OVERTIME/BREAKS/SCHOOL CLOSURE DAYS/MISCELLANEOUS

25.00 Some bus routes are such that the drivers put in more hours than they are paid to drive. Any driver in this position may turn in a time sheet to be paid for his/her time.

25.01 The standard work week for all bargaining unit employees shall be Monday through Friday. The Board may establish a work schedule other than Monday through Friday providing the appropriate rate of pay is paid for Saturday and Sunday. All hours including holiday and paid leave shall be calculated as hours worked for purpose of overtime.

- 25.02 The Board will pay an employee at the rate of one and one-half (1 1/2) times the regular rate for all hours worked on Saturday and Sunday. All Saturday and Sunday work must be authorized by a supervisor.
- 25.03 Any employee assigned to work, or who performs work in a higher classification shall be paid, during the assignment, at the rate of pay for the higher job classification.
- 25.04 The Board will pay an employee at twice the regular hourly rate for all hours worked on recognized unpaid holiday.
- 25.05 **BREAK TIME** - All employees, excluding bus drivers and bus assistants, in the bargaining unit who are scheduled to work more than two (2) hours but up to and including six (6) hours per day shall be entitled to one (1) fifteen (15) minute break. Employees in the unit scheduled to work more than six (6) hours per day shall be entitled to two (2) fifteen (15) minute breaks per day. No break may be taken in the first hour of the workday or last hour and shall, likewise, not be taken in the hour preceding or following a lunch break unless it is approved by the appropriate supervisor.

25.06 **SCHOOL CLOSURE DAYS**

- A. In the event it becomes necessary for the Superintendent to close schools or a school building for an epidemic, weather, or other emergency (school closure day), members of the bargaining unit will be informed of such closing through established channels of communication. Those employees in the bargaining unit who are not expressly required by the Superintendent or his/her designee to report for work shall have the first five such days off with regular pay.

Custodians shall work on school closure days. If custodians are not able to travel to their worksite due to unsafe roads, they may report instead for work for second shift. Those employees who are expressly required to report for work and do report shall be paid for an additional (1/2) one-half of their regular pay for all hours actually worked during the first five school closure days but not for any school closure days thereafter.

- B. Because severe weather may cause difficulties for employees traveling to work, custodians or employees required to work on school closure days, may with approval of their supervisor adjust their hours. If less than eight hours are worked on the calamity day, those hours will be made up during the next few days upon approval of the supervisor.
- C. If an employee is called into work on a school closure day, the employee shall be guaranteed not less than two (2) hours pay.

- D. Employees who are already at work prior to the cancellation shall be granted two (2) hours of overtime pay and may be released for the balance of the day.
- E. If drivers are not notified of a delay or cancellation by 6:00 a.m., they will be paid one (1) hour of overtime at their rate of pay. If drivers are notified in a timely fashion (as stated above), there is no overtime pay. If an additional delay or cancellation occurs after the timely notification, there is no overtime pay.
- F. Under normal circumstances, when school is closed, all other staff members other than custodians will be excused from reporting for duty for the first five school closure days; however, the administration shall reserve the right to require attendance of staff members when such attendance could be productive.

25.07 **PAY FOR ELECTRICITY**--Bus drivers who keep diesel buses at their homes shall receive \$100.00 per school year to compensate for the electricity used to heat the diesel engines.

25.08 The Director of Food Services may hold one (1) meeting per month, not to exceed one (1) hour in length. Such meeting shall be held immediately following completion of duties and responsibilities at the employees' respective building(s). A list of tentative meeting dates and times shall be posted or distributed by the week of September 15 each school year, which shall be subject to change if exigent circumstances arise. Also, final notice of the meeting will be posted in each cafeteria at least three (3) work days in advance. Attendance will be mandatory, with only the Director of Food Services approving non-attendance. The Director of Food Services may meet with all food service personnel or elect to meet with individual employee classifications (cook, dishwasher, cashier). The food service employee will be reimbursed at his/her regular rate of pay or if the meeting is in excess of forty (40) hours per week, at the appropriate overtime rate.

25.09 Drivers will be paid for two (2) hours at their route rate when sent for alcohol or drug testing. Drivers will be paid for one (1) hour at the applicable minimum wage (state or federal) established by law once each year for their annual mandatory physical.

25.10 The Board will pay for or will reimburse bus drivers for costs of certification as a school bus driver.

25.11 Custodial overtime opportunities will be offered on a seniority basis to custodians working in the building where the overtime opportunity exists.

25.12 **CATERING SERVICE**

- A. The catering shall be related to the Indian Lake Local Schools or held at the Indian Lake Local Schools.

- B. Minimum participation shall be established by the Board, in the range of 100 participants per event.
- C. Bidding for event services shall be offered to individuals in the following priority:
 1. food services personnel in the bargaining unit with training and experience necessary to perform the services on the basis of seniority;
 2. food services personnel in the bargaining unit who can perform the services without incurring overtime wages on the basis of seniority;
 3. any other food services personnel, including substitutes, on the basis of seniority;
 4. other bargaining unit members who can perform the services without incurring overtime wages, on the basis of seniority;
 5. any other bargaining unit members on the basis of seniority.

Employees outside of the food service classification (cook/cashier/dishwasher/head cook) shall be paid at step 0 on the food service category of cook/cashier/dishwasher for hours worked.

25.13 Time clocks will be implemented with at least one time clock placed in each building. There will be a four-week transition period during which no employee will be disciplined for failure to use a time clock properly. The Superintendent shall prepare a written instruction sheet that shall be posted regarding time clock procedures. Bus drivers will continue to complete pre-trip inspection sheets and radio notifications to the transportation supervisor.

ARTICLE 26 – HOURS & CONTRACT DAYS & VACATIONS

26.00 As listed below, employees will work the hours of day and the days per year as provided by their current contract:

Classification	Days in Contract	Hours Per Day
Head Cooks	182	8
Cashiers-Cooks-Dishwashers	182	8, 6, 5, 4
Bus Drivers – Regular Route	180	4
Media & Educational Assistants	180	8, 7, 4
Custodians	253	8
JVS Bus Drivers	180	As needed
	+ Additional JVS days, if needed.	
Bus Assistants	As Needed	

26.01 **VACATIONS FOR CUSTODIANS** — The employee is entitled to vacation days following the year/s hired in date. (Example: Hired in 10-8-96, receive vacation days on 10-8-97)

A. Years of Service Number of Vacation Days

At the end of: 1 to 3	10
4 to 6	15
7 to 10	17
11 to 15	20
16 to 24	25
25 years or more	30

B. Vacations may be taken any time of the year providing a request for use of the vacation days be made five (5) days prior to the starting date of the requested vacation; except in an emergency situation with approval of the immediate supervisor or building principal. Restricting three (3) weeks for five (5) years or more service in summer.

C. Vacation time for Christmas has to be approved by the Superintendent and/or Supervisor.

26.02 Calendar—Any changes to the school calendar after its adoption by the Board which requires a change in the regular days of the members of this bargaining unit must be approved by ILACE prior to implementation.

ARTICLE 27 – NON-SCHOOL WORK DAY

27.00 The work day for all custodial employees for all days school is not in session (during the school year) will be as assigned by the supervisor. During the summer months, generally custodial employees will work during the first shift with specific hours as assigned by the supervisor.

ARTICLE 28 – FIELD TRIPS

28.00 On July 1 of each year we will start at the top of the seniority list. Field trip assignments for bus drivers shall be made strictly on a seniority basis. Extra trips will be assigned at a monthly meeting. Drivers who are unable to attend due to school related business shall be considered for extra trips. Any trips added after the monthly meeting will be given to the next name on the seniority list where trips stopped.

When a field trip or extracurricular trip is taken, if ten (10) or more students will be traveling by school transportation, a school bus will be used. If nine (9) or fewer students will be traveling by school transportation, then the school van or other transportation will be used and whether a driver is needed for such trip is in the sole discretion of the Superintendent, which cannot be grieved.

- 28.01 Regular drivers assigned to sub for another driver shall receive their regular hourly rate.
- 28.02 Only those regular drivers whose regular route assignments do not conflict with the field trip will be considered. However, all bus drivers with regular routes shall be offered overnight trips, before overnight trips are given to substitute bus drivers. All drivers will be paid at an hourly rate of \$13.50 for weekday trips and time and one-half (\$20.25) for Saturday and Sunday trips.
- 28.03 Field trips or extra trip drivers may not leave the event to which they have driven until the event has concluded for the day. However, a driver (but not the bus or van) may leave an all-day event for a time period agreed upon between the bus driver and the head coach or teacher in charge, provided that: (1) the driver provides his/her cellular telephone number to the head coach/teacher in charge, (2) the driver is available to return within twenty (20) minutes if called to return. All trips shall be paid a minimum of two (2) hours driving time.
- 28.04 The applicable minimum wage (state or federal) established by law shall be paid while drivers wait for their return trip.
- 28.05 For field trips not canceled within two (2) hours of the pickup time, the driver shall be paid two (2) hours at his/her driving rate.
- 28.06 All drivers shall be paid their regular driving rate during any breakdown. Clock out time shall occur when the trip is completed or the driver is relieved of responsibility for the bus.
- 28.07 Employees who cannot fulfill their trips assigned at the monthly meeting shall notify the Transportation Supervisor who will assign the trip to another driver in accordance with the seniority list.
- 28.08 The employee has a right to refuse to drive a bus that they feel is unsafe; without being reprimanded.

ARTICLE 29 – DUES FOR JOB-RELATED ORGANIZATIONS

- 29.00 A. The Board of Education will appropriate a pool of \$500 annually to reimburse bargaining unit members one hundred percent (100%) for membership in professional organizations, other than the Ohio Education Association. If any total membership cost is more than \$100, then the employee must contribute twenty percent (20%) of the cost. Total requests that exceed the pool will be reimbursed at a pro-rated amount.
- B. Reimbursement will be made once each year on the first regular pay in December following the particular year of eligibility. Reimbursement will be made for applications completed during the previous eligibility year of June 1 – May 31. Reimbursement will only be made to those classified employees who return to work in the district the year following application.

- C. Application Process: To be eligible for reimbursement, the application must be completed as follows:
1. Professional organization membership reimbursement forms will be available in the central office.
 2. The employee must submit the reimbursement form in writing to the office of the Superintendent prior to joining the organization and/or renewing his/her membership, indicating the nature of the professional organization and other information pertinent to the approval decision.
 3. Once reviewed and acted upon, the application will be returned to the individual employee indicating Superintendent's approval or denial of the request.
 4. The Superintendent's decision is final and not grievable.
 5. Following approval, and upon verification of the membership, the employee will complete the second part of the form and attach documentation showing payment for the membership dues.

ARTICLE 30 – INSURANCE

30.00 For the term of this contract, the Board will contribute the following amount toward the purchase of insurance coverage (health, dental, and vision), effective July 1, 2013:

	<i>Employee</i>	<i>Board</i>
Full-time family	15%	85%
Full-time single	15%	85%
Part-time family	50%*	50%
Part-time single	50%*	50%

Beginning July 1, 2016, and for the remainder of this contract, the Board shall contribute toward the health insurance coverage (health, dental, and vision) at 85% with 15% employee contribution for regular full-time and regular part-time bus driver employees (not substitutes).

30.01 Should there be any change in the monthly premiums during the life of this contract, any increase or decrease of premium will be divided on the same percentage. However, the Board's share shall not increase more than ten percent (10%) each insurance plan year.

30.02 Coverage established under this plan are:

- A. Medical and Hospitalization
- B. Major Medical
- C. \$20,000 Life Insurance Paid up life insurance with 3-year vesting.
- D. Dental
- E. Prescription Drugs
- F. VSP Well Vision Standard Plan B with \$20 Co-Pay

30.03 The following restrictions shall apply:

- A. An employee must work at least five (5) hours a day to be considered full-time.
- B. An employee who has a spouse who is eligible for healthcare benefits/insurance through another entity may not have healthcare benefits coverage extended to the employee's spouse through the healthcare benefits offered by the Board. (Although the term "another entity" would normally include Medicare, for this bargaining unit, the term "another entity" shall not include Medicare.) The member must sign a statement verifying that he/she carries no other medical or hospitalization insurance. If he/she is covered by another carrier and the circumstances change, he/she will be allowed to join the medical/hospitalization group.
- C. If the Board employs both spouses on a full-time basis and the couple does not have dependent children, both husband and wife must enroll in the single health care plan offered by the Board. If the Board employs both spouses on a full-time basis and the couple does have dependent children, the employees must enroll in one family health care plan, and the Board will contribute only to one Health Savings Account for the couple in the amount of \$3,200 annually in calendar years 2021, 2022, 2023, and 2024, to be paid monthly. If the Board employs both spouses, one on a full-time basis and one on a part-time basis, only the employee employed on a full-time basis is eligible for the Board's health insurance.
- D. Employees may be required to enroll in health insurance in the most cost-effective manner possible. (For example, an employee and spouse with no dependents may be required to enroll in 2 single plans rather than a family plan.)
- E. An employee must join the medical/hospitalization group plan during the one-month enrollment period, or within thirty (30) calendar days of their date of hire. An employee who fails to meet these requirements will be required to wait for enrollment until the next sign-up date unless a qualifying event occurs. Enrollment information will be given to each employee at the time of employment.

- F. The Board shall reserve the right to choose the insurance carrier as long as coverage is equal to, or better than, that in effect on the effective date of this Agreement.
- G. Employees who sever employment with the district for whatever reason, including retirement will not be eligible for Board funded healthcare benefits the first day of the next month. Example: an employee who retires effective May 31 would not be eligible for Board funded healthcare benefits beginning June 1.
- H. Effective January 1, 2012, the Board will pay 85% toward the monthly premium for single and family coverage of an HSA Plan offered through the consortium of which the district is a member. (However, see limitations upon part-time employees in this Article.)
- I. For the calendar years 2021, 2022, 2023, and 2024, the Board will deposit \$3,200 annually for family coverage and \$1,600 annually for single coverage, to be paid monthly into the employee's Health Savings Account (HSA). (However, see limitations upon married couples in D. above and limitations upon part-time employees in this Article.)
- J. When an employee joins or drops coverage, the amount contributed by the Board to the employee's HSA account is prorated based on the Treasurer's calculations. In the event an employee drops coverage, he or she may be liable for any over-payment of the prorated amount and shall re-pay the district based on the Treasurer's calculations.
- K. Overriding Rules for Part-Time Employees: Any employee who regularly works less than full-time (less than five hours per day) but at least four hours per day, shall receive employer-provided contributions to his/her HSA account at the rate of 50% of the employer contribution for full-time employees. Any employee who works less than four hours per day is not eligible for any Board-provided health insurance or Board-provided HSA contribution. The provisions of this paragraph override and supersede any other paragraphs in this Article (Article 30 Insurance) that describe benefits provided only to full-time employees.
- L. Any employee who is eligible to enroll in the Board's health insurance, but who cannot contribute to a Health Savings Account, will be enrolled in HSA Plan. The Board will contribute to a Flexible Spending Account (FSA), the amounts that would have been contributed on behalf of the employee to a Health Savings Account (HSA).
- M. No HSA or FSA payments will be made by the Board for or to bargaining unit members who are not enrolled in the Board's health insurance plan because he/she (1) is not eligible for health insurance, or (2) has opted out of health insurance.

- N. The ILACE leadership will work with the Board to explore options and cost containment for health insurance for the duration of this agreement.

30.04 Bargaining unit members who retire will be eligible to purchase life insurance directly through the Life Insurance Company so long as the Life Insurance Company so permits in accordance with terms set by the Life Insurance.

30.05 Opt-Out Payment

- A. Bargaining unit members eligible for an insurance opt-out payment include all current and new full-time employees who are eligible to enroll in the Board's health insurance plan. However, if an employee and his spouse are employed by the District, neither the employee nor the spouse shall be eligible for any opt-out payment.
- B. Each eligible employee must notify the Board Treasurer in writing of his/her intent to opt-out of the Board's insurance plan by December 20 of each year to receive the full amount of the opt-out payment, if triggered. Each such employee must maintain a copy of the opt-out notice provided to the Treasurer, which copy must show that it was emailed to the Treasurer. To opt-out of the Board's health insurance plan, the employee must obtain health insurance elsewhere.
- C. Each eligible member opting out of the Board's health insurance plan shall be paid the Opt-Out Amount of \$1,000, in January following the health insurance plan year in which the member provided advance notice to the Treasurer of the decision to opt-out.
- D. Any employee who elected to opt-out of the Board's health insurance plan who involuntarily loses other insurance coverage will be permitted to re-enroll in the Board's health insurance plan subject to the provisions of the contract with the health insurance carrier.
- E. The Opt-Out Payment provisions of this Article shall automatically expire on June 30, 2024.

30.06 The Board of Education agrees to provide a supplier for Section 125 benefits.

30.07 Insurance Advisory Committee

The Insurance Advisory Committee shall consist of three (3) representatives chosen by the Board and three (3) from the Association, and shall meet as necessary for the purposes of sharing information and concerns. Dates and times of the meetings are to be mutually agreed upon by the Superintendent and the ILACE President.

ARTICLE 31 – SEVERANCE PAY

31.00 The Board will grant severance pay for those employees who terminate their employment through retirement. Severance pay will be granted upon the retirement of the employee. In the event an employee begins work again with the Board, additional severance pay will only be made on unused accumulated sick leave accrued from the most recent date of employment. Eligibility for receipt of the severance allowance and determination of the amount shall be as follows:

31.01 Employees who retire with less than ten (10) years of service to the Indian Lake Schools as verified by the Treasurer will be granted severance pay based upon twenty-five percent (25%) of the accumulated sick leave, one hundred ninety-five (195) days maximum.

31.02 Employees who retire with ten (10) to fourteen (14) years of service to the Indian Lake Schools as verified by the Treasurer will be granted severance pay based upon thirty-three percent (33%) of the accumulated sick leave, one-hundred ninety-five (195) days maximum.

31.03 Employees who retire with fifteen (15) to twenty (20) years of service to the Indian Lake Schools as verified by the Treasurer will be granted severance pay based upon forty percent (40%) of the accumulated sick leave, one-hundred ninety-five (195) days maximum.

31.04 Employees who retire with more than twenty (20) years of service to the Indian Lake Schools as verified by the Treasurer will be granted severance pay based upon fifty percent (50%) of the accumulated sick leave, one-hundred ninety-five (195) days maximum.

A “year of service” shall mean a school year consisting of at least 120 work days.

31.05 If an employee eligible for severance pay dies, severance pay will be made to the employee's estate as though the employee had left employment in accordance with the above formula.

31.06 The estate of an employee who is eligible for retirement pursuant to the regulations of the School Employees Retirement System and who dies while on active pay status with the Board will be paid severance pay according to the above schedule. Payment will be paid upon the request from the executor(trix) of the estate.

31.07 An employee will be considered as retired when within one-hundred twenty (120) days after the termination of employment he/she begins collecting a monthly retirement payment from one (1) of the State Retirement Systems.

31.08 Following receipt by the Treasurer's office of proof of retirement and a letter from the retiree requesting severance pay, severance shall be paid in one installment as follows: (1) if the employee is 55 years of age or older, paid into an accumulated leave plan administered by ING Life Insurance & Annuity Company by the end of September in the year of retirement; or (2) if the employee is not yet 55 years of age, paid to the employee in January of the calendar year following the year of retirement.

ARTICLE 32 – SALARY SCHEDULES

32.00 Effective July 1, 2021 2.50% on base salary

July 1, 2022 3.00% on base salary

July 1, 2023 2.75% on base salary

Steps shall be unfrozen as of July 1, 2013. Each employee will be placed at the step on the salary schedule based on their actual years of experience, such that the maximum movement on the salary schedule for the contract year beginning July 1, 2013 will be two years. (For example: Employee on Step 1 for 2011-12, stayed on step 1 for 2012-2013, will move to step 3 for 2013-14.) There will be no back pay adjustment.

2021-2022

Classified Salary Schedule
2021-2022

2.50%
1.0250

Years of Experience	Salary Index	Educ. Assist.	Media Assist.	Paraprofessional Assist.	Media Assist. w/ Paraprofessional	Bus Driver	Cook/ Cashier Dishwasher	Head Cook	Custodian
0	1.000	11.79	11.94	12.40	12.56	19.01	11.94	13.74	15.85
1	1.025	12.08	12.24	12.71	12.87	19.49	12.24	14.08	16.25
2	1.050	12.38	12.54	13.02	13.19	19.96	12.54	14.43	16.64
3	1.075	12.67	12.84	13.33	13.50	20.44	12.84	14.77	17.04
4	1.100	12.97	13.13	13.64	13.82	20.91	13.13	15.11	17.44
5	1.125	13.26	13.43	13.95	14.13	21.39	13.43	15.46	17.83
6	1.150	13.56	13.73	14.26	14.44	21.86	13.73	15.80	18.23
7	1.175	13.85	14.03	14.57	14.76	22.34	14.03	16.14	18.62
8	1.200	14.15	14.33	14.88	15.07	22.81	14.33	16.49	19.02
9	1.225	14.44	14.63	15.19	15.39	23.29	14.63	16.83	19.42
10	1.250	14.74	14.93	15.50	15.70	23.76	14.93	17.18	19.81
11	1.270	14.97	15.16	15.75	15.95	24.14	15.16	17.45	20.13
12	1.277	15.06	15.25	15.83	16.04	24.28	15.25	17.55	20.24
13	1.285	15.15	15.34	15.93	16.14	24.43	15.34	17.66	20.37
14	1.300	15.33	15.52	16.12	16.33	24.71	15.52	17.86	20.61
15	1.315	15.50	15.70	16.31	16.52	25.00	15.70	18.07	20.84
16	1.330	15.68	15.88	16.49	16.70	25.28	15.88	18.27	21.08
17	1.345	15.86	16.06	16.68	16.89	25.57	16.06	18.48	21.32
18	1.360	16.03	16.24	16.86	17.08	25.85	16.24	18.69	21.56
19	1.367	16.12	16.32	16.95	17.17	25.99	16.32	18.78	21.67
20	1.375	16.21	16.42	17.05	17.27	26.14	16.42	18.89	21.79
21	1.375	16.21	16.42	17.05	17.27	26.14	16.42	18.89	21.79
22	1.375	16.21	16.42	17.05	17.27	26.14	16.42	18.89	21.79
23	1.383	16.31	16.51	17.15	17.37	26.29	16.51	19.00	21.92
24	1.383	16.31	16.51	17.15	17.37	26.29	16.51	19.00	21.92
25	1.390	16.39	16.60	17.24	17.46	26.42	16.60	19.10	22.03
26	1.390	16.39	16.60	17.24	17.46	26.42	16.60	19.10	22.03
27	1.405	16.56	16.78	17.42	17.65	26.71	16.78	19.30	22.27
28	1.405	16.56	16.78	17.42	17.65	26.71	16.78	19.30	22.27
29	1.405	16.56	16.78	17.42	17.65	26.71	16.78	19.30	22.27
30	1.420	16.74	16.95	17.61	17.84	26.99	16.95	19.51	22.51

2022-2023

Classified Salary Schedule
2022-2023

3.00%
1.0300

Years of Experience	Salary Index	Educ. Assist.	Media Assist.	Paraprofessional Assist.	Media Assist. w/ Paraprofessional	Bus Driver	Cook/ Cashier Dishwasher	Head Cook	Custodian
0	1.000	12.14	12.30	12.77	12.94	19.58	12.30	14.15	16.33
1	1.025	12.44	12.61	13.09	13.26	20.07	12.61	14.50	16.74
2	1.050	12.75	12.92	13.41	13.59	20.56	12.92	14.86	17.15
3	1.075	13.05	13.22	13.73	13.91	21.05	13.22	15.21	17.55
4	1.100	13.35	13.53	14.05	14.23	21.54	13.53	15.57	17.96
5	1.125	13.66	13.84	14.37	14.56	22.03	13.84	15.92	18.37
6	1.150	13.96	14.15	14.69	14.88	22.52	14.15	16.27	18.78
7	1.175	14.26	14.45	15.00	15.20	23.01	14.45	16.63	19.19
8	1.200	14.57	14.76	15.32	15.53	23.50	14.76	16.98	19.60
9	1.225	14.87	15.07	15.64	15.85	23.99	15.07	17.33	20.00
10	1.250	15.18	15.38	15.96	16.18	24.48	15.38	17.69	20.41
11	1.270	15.42	15.62	16.22	16.43	24.87	15.62	17.97	20.74
12	1.277	15.50	15.71	16.31	16.52	25.00	15.71	18.07	20.85
13	1.285	15.60	15.81	16.41	16.63	25.16	15.81	18.18	20.98
14	1.300	15.78	15.99	16.60	16.82	25.45	15.99	18.40	21.23
15	1.315	15.96	16.17	16.79	17.02	25.75	16.17	18.61	21.47
16	1.330	16.15	16.36	16.98	17.21	26.04	16.36	18.82	21.72
17	1.345	16.33	16.54	17.18	17.40	26.34	16.54	19.03	21.96
18	1.360	16.51	16.73	17.37	17.60	26.63	16.73	19.24	22.21
19	1.367	16.60	16.81	17.46	17.69	26.77	16.81	19.34	22.32
20	1.375	16.69	16.91	17.56	17.79	26.92	16.91	19.46	22.45
21	1.375	16.69	16.91	17.56	17.79	26.92	16.91	19.46	22.45
22	1.375	16.69	16.91	17.56	17.79	26.92	16.91	19.46	22.45
23	1.383	16.79	17.01	17.66	17.90	27.08	17.01	19.57	22.58
24	1.383	16.79	17.01	17.66	17.90	27.08	17.01	19.57	22.58
25	1.390	16.87	17.10	17.75	17.99	27.22	17.10	19.67	22.70
26	1.390	16.87	17.10	17.75	17.99	27.22	17.10	19.67	22.70
27	1.405	17.06	17.28	17.94	18.18	27.51	17.28	19.88	22.94
28	1.405	17.06	17.28	17.94	18.18	27.51	17.28	19.88	22.94
29	1.405	17.06	17.28	17.94	18.18	27.51	17.28	19.88	22.94
30	1.420	17.24	17.47	18.13	18.37	27.80	17.47	20.09	23.19

2023-2024

Classified Salary Schedule
2023-2024

2.75%
1.0275

Years of Experience	Salary Index	Educ. Assist.	Media Assist.	Paraprofessional Assist.	Media Assist. w/ Paraprofessional	Bus Driver	Cook/ Cashier Dishwasher	Head Cook	Custodian
0	1.000	12.47	12.64	13.12	13.30	20.12	12.64	14.54	16.78
1	1.025	12.78	12.96	13.45	13.63	20.62	12.96	14.90	17.20
2	1.050	13.09	13.27	13.78	13.97	21.13	13.27	15.27	17.62
3	1.075	13.41	13.59	14.10	14.30	21.63	13.59	15.63	18.04
4	1.100	13.72	13.90	14.43	14.63	22.13	13.90	15.99	18.46
5	1.125	14.03	14.22	14.76	14.96	22.64	14.22	16.36	18.88
6	1.150	14.34	14.54	15.09	15.30	23.14	14.54	16.72	19.30
7	1.175	14.65	14.85	15.42	15.63	23.64	14.85	17.08	19.72
8	1.200	14.96	15.17	15.74	15.96	24.14	15.17	17.45	20.14
9	1.225	15.28	15.48	16.07	16.29	24.65	15.48	17.81	20.56
10	1.250	15.59	15.80	16.40	16.63	25.15	15.80	18.18	20.98
11	1.270	15.84	16.05	16.66	16.89	25.55	16.05	18.47	21.31
12	1.277	15.92	16.14	16.75	16.98	25.69	16.14	18.57	21.43
13	1.285	16.02	16.24	16.86	17.09	25.85	16.24	18.68	21.56
14	1.300	16.21	16.43	17.06	17.29	26.16	16.43	18.90	21.81
15	1.315	16.40	16.62	17.25	17.49	26.46	16.62	19.12	22.07
16	1.330	16.59	16.81	17.45	17.69	26.76	16.81	19.34	22.32
17	1.345	16.77	17.00	17.65	17.89	27.06	17.00	19.56	22.57
18	1.360	16.96	17.19	17.84	18.09	27.36	17.19	19.77	22.82
19	1.367	17.05	17.28	17.94	18.18	27.50	17.28	19.88	22.94
20	1.375	17.15	17.38	18.04	18.29	27.67	17.38	19.99	23.07
21	1.375	17.15	17.38	18.04	18.29	27.67	17.38	19.99	23.07
22	1.375	17.15	17.38	18.04	18.29	27.67	17.38	19.99	23.07
23	1.383	17.25	17.48	18.14	18.39	27.83	17.48	20.11	23.21
24	1.383	17.25	17.48	18.14	18.39	27.83	17.48	20.11	23.21
25	1.390	17.33	17.57	18.24	18.49	27.97	17.57	20.21	23.32
26	1.390	17.33	17.57	18.24	18.49	27.97	17.57	20.21	23.32
27	1.405	17.52	17.76	18.43	18.69	28.27	17.76	20.43	23.58
28	1.405	17.52	17.76	18.43	18.69	28.27	17.76	20.43	23.58
29	1.405	17.52	17.76	18.43	18.69	28.27	17.76	20.43	23.58
30	1.420	17.71	17.95	18.63	18.89	28.57	17.95	20.65	23.83

Notes for salary schedules:

Educational Assistants and Media Assistants must provide proof of passing the Paraprofessional examination by September 15 to advance to the respective salary column for that school year.

- A. Educational Assistants only holding a teacher's aide permit.
- B. Media Assistants hired after July 1, 2007 who have not passed the paraprofessional examination will be paid the same as an educational assistant who has not passed the paraprofessional examination. Media Assistants hired before July 1, 2007, who have not passed the paraprofessional examination shall be paid at a base rate of \$9.98 for the 2011-13 school years.
- C. Educational Assistants holding a teacher's aide permit and have passed the paraprofessional examination. Proof of passing paraprofessional examination must be provided to the School District Treasurer by September 15 to advance to the respective salary column for that school year.
- D. Media Assistants passing the paraprofessional examination. Proof of passing paraprofessional examination must be provided to the School District Treasurer by September 15 to advance to the respective salary column for that school year.

ARTICLE 33 – GRIEVANCE PROCEDURE

33.00 A grievance is defined as an allegation by a classified employee, or group of classified employees, or the Association that there has been a violation, misinterpretation, or misapplication of any term of this written contract or the discipline or discharge of any employee. To resolve differences, the Board and the Association shall utilize the following procedure:

33.01 **Informal Procedure**--The grievant may first discuss the grievance informally with the immediate administrator who has the authority to bring about a solution to the grievance. Said discussion shall be confidential and conducted personally.

33.02 **Formal Procedure**--

Step 1: Not later than fourteen (14) calendar days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit his/her immediate administrative authority a completed grievance form. A copy of the completed form shall be given to the grievant and to the Association. Within seven (7) calendar days, the administrator shall meet with the grievant in an effort to resolve the grievance. Within seven (7) calendar days of said meeting, the administrator shall indicate in writing his/her disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

Step 2: If the grievant is not satisfied, or if no disposition of the grievance has been made within the time limits set forth in Step 1 (above), the grievant and/or his/her representative may, within fourteen (14) calendar days submit a copy of the grievance, along with the administrator's written disposition, if one was given, to the Superintendent. Within fourteen (14) calendar days of said meeting, the Superintendent shall indicate in writing his/her disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

Step 3: If the grievant is not satisfied, or if no disposition of the grievance has been made within the time limits set forth in Step 2 (above), the grievant and/or his/her representative may, within fourteen (14) calendar days, submit a copy of the grievance, along with the administrator's disposition(s), if one(s) were given to the Board. Within twenty-one (21) calendar days, the Board shall meet with the grievant in an effort to resolve the grievance. Within fourteen (14) days of said meeting, the Board shall indicate, in writing, the disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

Step 4: **Arbitration**--In the event that the grievance is not satisfactorily adjusted at Step 3, OEA may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within ten (10) school days of the receipt of the response at Step 3 or the failure of the Board to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the Federal Mediation and Conciliation Services (FMCS). If the parties are unable to agree upon an arbitrator within ten (10) school days of the request for arbitration, the grievance may be submitted for arbitration to the FMCS. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the FMCS. The arbitrator's ruling shall be binding on both parties. The expenses of the arbitrator shall be borne equally between the parties.

33.03 Times indicated in each step shall be maximum but may be extended by mutual agreement. Failure of the grievant to comply with the timelines shall result in the grievance being dismissed. Failure of the employer to abide by the timelines shall result in the grievance going forward to the next level automatically.

33.04 A grievance may be withdrawn at any level without prejudice and no record of the grievance made.

33.05 A grievance shall not be made a part of a grievant's personnel file and the filing of a grievance shall not be the cause for any reprisal against the grievant.

33.06 Grievances could be filed at Level 2 if Administrator at Level 1 doesn't have authority to grant the relief in question.

33.07 The grievant has the right to Association representation at all meetings involving the grievance and has the exclusive right to process grievances and be present at the adjustment of all grievances as well as receiving copies of all documents related to the grievance.

ARTICLE 34 – FAIR SHARE FEE

The parties acknowledge that current law does not allow for the deduction of a fair share fee. In the event the law would change and allow for the deduction of a fair share fee, the following language will be utilized. The parties agree to meet to determine how the fair share fee will be implemented if it is reinstated.

34.00 ***Payroll Deduction of Fair Share Fee*** - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Indian Lake Association of Classified Employees, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

34.01 ***Notification of the Amount of Fair Share Fee*** - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

34.02 *Schedule of Fair Share Fee Deductions*

- A. All Fair Share Fee Payers--Payroll deductions of such fair share fees shall begin January 15. Except that no fair share fee deductions shall be made for bargaining unit members employed until after one hundred twenty (120) scheduled work days, which period shall be the required probationary period of newly employed bargaining unit members.
- B. Upon Termination of Membership During the Membership Year--The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions.

- 34.03 **Transmittal of Deductions** - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- 34.04 **Procedure for Rebate** - The Association represents to the Board that an internal rebate procedure has been established in accordance with *Section 4417.09(C)* of the *Revised Code* and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the *Constitution of the United States* and the State of Ohio.
- 34.05 **Entitlement to Rebate** - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 34.06 **Indemnification of Employer** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - B. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
 - D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE 35 – PROVISIONS CONTRARY TO LAW

- 35.00 If any provision of this contract shall be found to be contrary to law in a court of competent jurisdiction, then such provision shall be deemed invalid except to the extent permitted by law. All other provisions of the contract shall continue in full force and effect.

35.01 The parties agree that should any section of this contract be declared invalid or unenforceable, representatives of the Board and of the Association shall meet to negotiate under the terms of this Agreement new language relating directly to the section declared invalid or unenforceable.

35.02 If either the ILACE or the Board serves the other with a written notice to negotiate regarding provisions of the ESEA (No Child Left Behind Act), the parties shall enter into negotiations. If the parties are unable to reach agreement, the parties shall resolve the dispute by using the mutually agreed upon dispute resolution procedure set forth in this Agreement.

ARTICLE 36 – LABOR MANAGEMENT COMMITTEE

36.00 As a means to provide ongoing communication between the Association and the Administration, a LMC shall meet every other month of the school year.

36.01 The ILACE President, the ILEA President and the Superintendent and their representatives, nominated by the Association's Presidents and the Superintendent respectively, shall meet during the scheduled school day and discuss issues on an agenda.

A. Items on the Agenda shall not pertain to grievances or the settlement thereof or deal with items that will require collective bargaining.

36.02 Responsibility for "chairing" the meeting, taking minutes of the meeting, and distributing the minutes of the meeting shall be alternated between the Association Presidents and the Superintendent.

36.03 Meetings may be waived upon mutual agreement, and in the event a regular member of the Committee is unable to attend due to illness, he/she may be replaced with a substitute named by the Superintendent or the Association Presidents, respectively.

36.04 The parties agree that the participation and concurrence with actions taken by this Committee do not waive the contractual provisions of the Master Agreement and that no contractual provisions will be waived to allow this Committee to function. Furthermore, participation in and discussion of issues within this Committee does not constitute a waiver of the right to bargain under O.R.C. 4117 by the Association any issue it deems bargainable under the negotiations provisions of the state law and the negotiated Agreement.

36.05 Other Committee Work

The following topics shall be addressed by a committee comprised of eight (8) members: (3) administrators or supervisors and one (1) board member (or four (4) administrators or supervisors) and four (4) ILACE representatives, including the ILACE President and representation from the other classifications.

- A. Classified evaluation instrument
- B. Classified job descriptions
- C. Clean up of Insurance Committee language for consistency.

The committee shall develop written recommendations on each of the above topics. The committee's recommendation shall be submitted first to the Association for approval. Upon approval of the Association, the recommendation shall be submitted to the Board for approval and implementation by January 1, 2009. The committee shall work diligently to complete its work earlier than the stated deadline. If the Association or the Board fails to approve the committee's recommendations, the committee shall develop recommendations. If no set of recommendations is approved by the deadline by both the Association and the Board, then no changes shall be implemented.

ARTICLE 37 – COMPLAINTS AGAINST EMPLOYEES

37.00 In the event a complaint or question concerning an employee is received, the following procedure shall be used:

- A. The complaint will be addressed to the concerned employee, who shall meet with the complainant to discuss the complaint, etc.
 - 1. Child talk to staff member
 - 2. Parent talk to staff member or
 - 3. Administrator talk to staff member

If a parent refuses or fails to follow the above guidelines, then the principal shall schedule a meeting between the parent and staff member and the principal shall act as facilitator/mediator during such meeting.

- B. If the matter is not resolved at Level A, the administrator may schedule a conference with both parties and the administrator present.
- C. If the matter is not resolved at Level B, a meeting may be sought with the Superintendent. The Superintendent shall schedule a meeting to discuss the complaint at a mutually agreeable time for the complainant, the affected employee and his/her representative.
- D. Should the issue fail to be resolved by level C, and a meeting is sought with the Board, the employee and his/her representative shall be notified of the meeting and have an opportunity of addressing the Board prior to their meeting with the complainant.

37.01 This procedure shall be applied equally to all complaints—either verbal or written.

37.02 Any complaint which is not brought to the attention of the employee within ten (10) days after the complaint is made, shall not be made the basis for disciplinary action against the employee, or affect the employee's continued employment.

37.03 Federal law supersedes this Article of the Master Agreement.

ARTICLE 38 – COMMITTEE WORK





The parties agree to work in a committee with equal representatives from the ILACE and the administration to update *Forms and Job Descriptions in the negotiated agreement* and to move to an electronic absence reporting system, and discussion of need for reliable substitutes.

ARTICLE 39 — DURATION

All conditions of employment shall be maintained at the levels which exist at the time this Agreement is signed. This contract shall become effective at 12:01 a.m. upon ratification of the Association and upon approval of the Board and shall remain in full force and effect through midnight June 30, 2024.

For the Indian Lake Association
Classified Employees

For the Indian Lake Board of
Education

 _____ Date	6-14-21	 _____ Date	6-21-21
Brenda A. Oda _____ Date	6-14-21	 _____ Date	6-21-21
Jorie Samples _____ Date	6-14-21	Kim Boswell _____ Date	6-21-21
Melanie Green _____ Date	6-14-21	Jan Staley _____ Date	6-21-21
Michael Pusey _____ Date	6-21-21	 _____ Date	6-21-21
_____ Date		_____ Date	
_____ Date		_____ Date	